

GENERAL TERMS AND CONDITIONS

1 APPLICATION

These General Terms and Conditions (the “**General Terms**”) apply to all services provided by Mäkitalo Attorneys Ltd (“**Mäkitalo**”) to its clients. The client is considered to have accepted the General Terms by ordering services from Mäkitalo.

These General Terms shall prevail over any of the general terms of purchase, engagement, or other terms of the client, unless it is explicitly otherwise agreed in writing in the engagement letter between Mäkitalo and the client.

In the event of a conflict between the terms of these General Terms and a possible engagement letter, the engagement letter shall prevail.

2 SERVICES

Mäkitalo offers its clients legal services under Finnish law. The scope of services of the engagement are agreed upon in the engagement letter or otherwise at the beginning of the engagement. The scope of the services may be altered during the engagement. The services provided by Mäkitalo do not usually include financial, technical, or accounting advice nor the assessment of tax consequences, unless otherwise explicitly agreed in writing.

The services provided by Mäkitalo are engagement specific and based on the facts and instructions provided to Mäkitalo in each specific engagement. Such engagement specific services are not to be used for any other purposes.

Mäkitalo and its personnel may present views on matters outside of the jurisdiction of Finland. Mäkitalo or its personnel do not, however, accept any liability for such views.

Correct provision of legal services requires the client has given Mäkitalo all the relevant and up-to-date information considering the engagement. Unless otherwise agreed, Mäkitalo does not update the given advice with new information presented by the client.

3 MANAGING THE ENGAGEMENT

Mäkitalo will designate each engagement a partner responsible for the work conducted. The

designated partner will choose the personnel participating in the engagement. Mäkitalo reserves the right to replace personnel participating in the engagement, if necessary, during the engagement. The client shall inform Mäkitalo at the beginning of the engagement, if the client wishes to participate in the choosing of the personnel conducting the engagement.

The client is in a contractual relationship with Mäkitalo and not with any individual. The partners or employees of Mäkitalo have no liability to the client except as provided by mandatory law. The client agrees that all claims regarding the services provided by Mäkitalo will only be brought against Mäkitalo.

Use of external advisors always requires a prior consent of the client. The client is responsible for the fees charged by such external advisors, unless otherwise agreed.

Mäkitalo and its employees follow the applicable rules and professional and ethical standards of the Finnish Bar Association, which are available on the Finnish Bar Association’s website (www.asianajaliitto.fi/en/).

Mäkitalo reserves the right take actions that are required and necessary for the proper fulfilment of the engagement. This may include e.g. accepting reasonable expenses in the performance of the engagement on behalf and on the account of the client.

4 CONFLICTS OF INTEREST

Mäkitalo checks possible conflicts of interest before accepting the engagement. The client shall provide any information needed for such conflicts of interest checks.

Despite of checking of the conflicts of interest, situation may occur where Mäkitalo cannot continue to represent the client in the ongoing engagement or in future engagements. In such events, Mäkitalo follows the applicable legislation and the professional and ethical standards of the Finnish Bar Association.

5 FEES AND EXPENSES

The applicable fees are based on the current price list unless otherwise explicitly agreed. Used time, the expertise, qualifications, and experience required, the number of lawyers needed, the risks related to the engagement, and the urgency of the engagement may have effect on Mäkitalo’s fees.

Mäkitalo invoices its clients at the end of a month in monthly arrears. The payment term of the invoices is 14 days from the date of the invoice. Mäkitalo reserves the right to collect delay penalty interest on the amount of payment that is delayed according to the current Interest Act. In the absence of an applicable provision, the annual delay penalty interest is 10%. The amount of value added tax (VAT) shall be added to the total amount of the invoice in accordance with the applicable legislation, unless otherwise agreed.

A situation may occur where Mäkitalo is required to report the clients VAT identification number and the amount of purchases to the Finnish Tax Administration.

Mäkitalo invoices separately expenses incurred in performing the engagements, such as expenses from travelling as well as authority and registry fees incurred in conducting the engagement, excluding, however, Mäkitalo's general office expenses.

The client is responsible for paying the fees and expenses of Mäkitalo in engagement relating to arbitration and litigation in accordance with Mäkitalo's normal invoicing practices regardless of such fees later being imposed in a trial to be compensated by any adverse party or such fees are compensated by the client's legal expenses insurance.

Mäkitalo reserves the right to update its hourly rates annually. Mäkitalo informs the client no later than two (2) months before the updated fees are being applied in the relevant engagement.

6 ADVANCE PAYMENT

Mäkitalo reserves the right to require its client to make an advance payment of certain fees and an expense. In such case the client's engagement may only begin after Mäkitalo has received the required advance payment in its entirety.

7 LEGAL EXPENSES INSURANCE

In accordance with the professional and ethical standards of the Finnish Bar Association, Mäkitalo reminds its clients of their potential legal expenses insurance which may cover some of their legal expenses. Mäkitalo urges its clients to investigate the validity of the potential legal expenses insurance and its coverage in terms of the engagement.

8 CLIENT IDENTIFICATIONS

Under the Act on Detecting and Preventing Money Laundering and Terrorist Financing Mäkitalo has the obligation to identify its clients as well as its client's representatives and owners. In certain situations, Mäkitalo has the obligation to request additional information on the origin of the client's assets. The client must provide the information required to identify the client.

Mäkitalo may have to decline an engagement, discontinue the engagement, or report the engagement to the Financial Intelligence Unit if Mäkitalo does not receive the requested information from the client, a suspicious business activity occurs, Mäkitalo suspects that the assets are used for money laundering or terrorist financing or if the client or its business activities are subject to sanctions. Mäkitalo does not have the right to inform the client about making such a report. The reporting requirement in the Act on Detecting and Preventing Money Laundering and Terrorist Financing prevails over an attorney's confidentiality obligation and the prohibition to give evidence provided in other legislation.

The client accepts the client's, its representative's, and its owner's personal data to be processed for the purpose referred to in this paragraph. The client is responsible for notifying its representatives and owners about the processing of data described in this section.

9 CONFIDENTIALITY AND PERSONAL DATA

Mäkitalo processes information it receives confidentially in accordance with the Advocates Act and the professional and ethical standards of the Finnish Bar Association.

For publicly traded companies Mäkitalo follows securities legislation and maintains an insider list.

If performing the engagement requires participation of outside advisors, Mäkitalo has the right to provide such outside advisors with the information it deems necessary for performing the engagement.

Mäkitalo collects or receives personal data from its clients, which is necessary for example to open and conduct an engagement, to identify the client and to fulfil and comply with the obligations imposed by the Act on Detecting and Preventing Money Laundering and Terrorist

Financing as well as to conduct the conflicts of interests check. Mäkitalo processes personal data as a data controller in accordance with the data protection regulation. Regarding the processing of personal data, Mäkitalo complies with the applicable data protection legislation in force. The processing of personal data is further described in the privacy policy of Mäkitalo (www.makitalo.fi).

10 CONTACT, DOCUMENTS AND ARCHIVE

Mäkitalo's principal method of communication is by email, unless otherwise explicitly agreed. Mäkitalo recommends notifying the recipient of urgent or important emails by, for example, telephone.

Mäkitalo uses various information systems, such as email, document management and client management systems, to help in the performance of the engagement. The information systems used by Mäkitalo contain information on engagements and related documents. Mäkitalo complies with generally accepted security policies.

Mäkitalo stores and processes all documents, including electronic files, diligently and in accordance with applicable legislation and the instructions of the Finnish Bar Association.

11 REFERENCES

When the nature of an engagement is a transaction or another similar arrangement and that engagement has become public knowledge, Mäkitalo may inform on its website, in its marketing material or in any other similar connection that it has represented the client in that engagement. In such situations, Mäkitalo shall only use information that has become public or which the use has been explicitly agreed upon with the client.

Mäkitalo may, when preparing offers or providing information to law firm rankings, state that it has represented the client and describe the engagement at a general level, unless explicitly agreed otherwise. Mäkitalo shall mark the client's information as confidential, unless explicitly agreed otherwise.

12 LIABILITY

Mäkitalo and its partners' maximum aggregate liability to the client or clients, if the same

engagement has been conducted on behalf of several clients, for direct damage resulting from the performance of the engagement due to an error or a negligence of Mäkitalo or its employee, is limited to EUR 1.500.000 or EUR 500.000, if the amount of Mäkitalo's fees is less than EUR 100.000 (excluding VAT). Mäkitalo is not liable for any indirect damage or loss to the client or a third party, including e.g. loss of income or contracts.

Mäkitalo reserves the right to reduce the above-mentioned maximum liability for a specific area of the engagement.

Mäkitalo is not liable for any damage resulting from the use of the advice given or the documents prepared to the client for any purpose other than their original purpose.

Mäkitalo's services are intended for the client only and Mäkitalo is not liable for damage to a third party. Mäkitalo shall not be liable for damages caused by third parties, such as external consultants procured for the engagement.

13 COMPLAINTS AND CLAIMS

Mäkitalo always strives for the best outcome in its services. However, if the client is not satisfied with the services, the client must notify of the dissatisfaction to the partner responsible of the engagement without delay.

Mäkitalo shall not be liable for any damages if no claim for damages has been made to Mäkitalo within twelve (12) months from when the client knew or should have known of the facts giving rise to the claim or when the engagement could reasonably be considered to have been completed. The twelve (12) month period shall be calculated from the earlier of these dates.

If the client's claim is based on a claim made to the client by a third party or an authority, Mäkitalo or Mäkitalo's insurance company has the right to respond to the claim and make a settlement on behalf of the client. Mäkitalo shall not be liable for damages if the client settles the matter or takes other action regarding the claim without Mäkitalo's consent.

If the damage caused to the client is compensated by Mäkitalo or Mäkitalo's insurance company, the client is obligated to, in order to receive such compensation, transfer the right of recourse to Mäkitalo or Mäkitalo's insurance company.

The client has the right to submit a potential dispute concerning the lawyer's fee to the Supervisory Board of the Finnish Bar Association. If the client considers that a lawyer or an attorney employed by Mäkitalo has failed to fulfill his or her professional duties, the client may file a complaint to the Supervisory Board of the Finnish Bar Association.

14 TERMINATION OF ASSIGNMENT

The client has the right terminate the engagement at any time by notifying the partner responsible for the engagement thereof in writing.

Pursuant to the relevant legislation and professional and ethical standards of the Finnish Bar Association, Mäkitalo has, in certain circumstances, a right and even an obligation to withdraw from the engagement. These circumstances include, for example, failure to pay invoices due to Mäkitalo.

When the engagement is terminated by the client or by Mäkitalo, the client is obligated to pay the costs and fees incurred in handling the engagement.

15 COPYRIGHTS

The copyrights and other intellectual property rights arising from the work performed for the engagement are property of Mäkitalo. Nevertheless, the client has the right to use the work products generated for the client for the purposes agreed in the engagement.

16 INDEMNITY INSURANCE

Mäkitalo maintains a professional indemnity insurance against financial loss in accordance with the Finnish Bar Association's instructions concerning indemnity insurances. The contact details of the insurer are:

Pohjola Insurance Ltd, 1458359-3
Gebhardinaukio 1
00013 OP
Tel. 0303 0303
www.op.fi

17 SUPERVISORY AUTHORITY

The attorneys employed by the Mäkitalo are entered in the list of attorneys-at-law maintained by the Finnish Bar Association. The professional title of "attorney-at-law" used by attorneys has

been issued in Finland. The authority supervising Mäkitalo's attorneys is:

Suomen Asianajaliitto
PL 194 (Simonkatu 12 B)
00101 HELSINKI
Tel. (09) 6866 120
info@asianajaliitto.fi

18 GOVERNING LAW AND DISPUTE RESOLUTION

These general terms are governed by Finnish law, without giving effect to the conflict-of-law rules.

Any disputes arising from these General Terms and the engagement shall be finally settled in arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitral tribunal shall consist of one member. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish, unless otherwise explicitly agreed.

The consumer client also has the right to submit the dispute to the Consumer Disputes Board (www.kuluttajariita.fi/en/). The decisions by the Consumer Disputes Board are of a recommendatory nature. The consumer client can bring an action in the district court in Finland in whose jurisdiction the consumer is domiciled or habitually resident.

Notwithstanding the above, Mäkitalo is entitled to commence proceedings for the payment of any undisputed amount due in the District Court of Helsinki or any other court with jurisdiction.

19 MISCELLANEOUS

Mäkitalo maintains the right to amend these terms and conditions at any time. The amendments will become effective when the updated General Terms are published on Mäkitalo's website (www.makitalo.fi).

Engagements shall be subject to the General Terms that are in force at the beginning of that engagement. The engagement is considered to have begun on the day the engagement letter is signed.

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