

# ULRIKA LARPES

## GENERAL TERMS AND CONDITIONS

### 1 APPLICATION

These general Terms and Conditions (the “General Terms”) apply to all services and advice provided by Attorneys-at-Law Ulrika Larpes Consulting Ltd. (“the Firm”). By engaging us, the client is considered to have accepted these General Terms.

These General Terms prevail over any purchasing or other terms of the client. Any deviation from these General Terms is valid only if made in a written engagement letter signed by the client and the Firm.

### 2 SERVICES

An engagement (written or oral) is always between the Client and the Firm.

When we have agreed upon an assignment, the assignment is taken care of by a case responsible partner. He or she has the primary responsibility for the work performed and for the services rendered in the assignment. The case responsible partner decides the number of internal staff and other resources needed unless otherwise agreed.

Our services are always tailored to a particular assignment based on the information and instructions given to us. Therefore, the advice we give may not be relied on in any other matter or used for any other purpose than it was given for, unless we separately agree otherwise in writing.

Other advisers and professionals shall be deemed independent of us (irrespective of whether we have engaged them or if you have engaged them directly). Hence, we assume no liability for such other advisers or professionals nor for their fees or expenses.

Engaging external professionals, such as law firms and other advisors in other jurisdictions, is always subject to your prior approval and we may at your request obtain fee quotes from and/or agree fee arrangements with them, but we do not accept liability for fees or expenses charged by them nor any liability for the work performed by the same.

### 3 SUPERVISION BY THE FINNISH BAR ASSOCIATION

Our lawyers using the title “attorney-at-law” have been listed in the roll of advocates held by the Finnish Bar Association. The professional title “attorney-at-law” (in Finnish “*asianajaja*” and in Swedish “*advokat*”) has been granted in Finland.

The authority supervising lawyers of our Firm is: The Finnish Bar Association, PO Box 194 (Mikonkatu 25), FIN-00101 Helsinki.

Tel. +358 (0)9 6866 120.

The Code of Conduct of the Finnish Bar Association, which we are bound to comply with, is available at [www.asianajaliitto.fi](http://www.asianajaliitto.fi)

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## 4 CONFLICTS CHECK

The Firm may be prevented from acting for a party if, pursuant to the applicable rules and professional and ethical standards, the interests or rights of such party and another client are in conflict, a possibility of a conflict is obvious, or accepting an engagement would entail a breach of the duty of loyalty to either party. Consequently, before accepting an engagement, the Firm checks possible conflicts of interest in accordance with such rules and standards.

## 5 PROTECTIONS OF DATA AND ANTI MONEY LAUNDERING MEASURES

To provide services for our clients and fulfil obligations under anti money laundering and other laws, we will process certain personal data as “controller” as stipulated by the EU General Data Protection Regulation. For further information on how we process such personal data, please see our Privacy Notice available on our website.

We are under a legal obligation to verify the identity of our clients and where relevant their ownership structure as well as to seek information about the matter and in certain instances the origin of funds and other assets before our work commences. You hereby agree to provide us with such evidence as we may request to establish your identity, your ownership structure, information about the matter and the origin of funds or assets, as applicable, together with any changes to the information you have provided to us, in each case in accordance with our internal procedures and applicable Finnish law requirements.

We are required by law to disclose suspicion of money laundering or terrorism financing to the authorities. We are not permitted to inform you if we have suspicions or if we have made or are contemplating to make disclosures to the authorities. In case of any suspicion of money laundering or terrorism financing we are required to decline or withdraw from the Engagement.

There is a legal obligation to proactively report to the Finnish tax authorities certain tax planning related cross-border arrangements involving European Union resident persons, and we are required by law to monitor certain such arrangements.

We do not accept any liability for any loss or damage flowing directly or indirectly from our compliance with our duties (as we understand them) outlined above.

## 6 FEES AND EXPENCES

Unless specifically and otherwise agreed between us, fees for our legal services and advice are based on time required and the amount of work, the complexity and urgency of the matter, the qualifications, the possible risk assumed by us, and the experience and resources required.

Save for litigation and arbitration matters, the Firm applies an overhead charge of 4,5 percent, which is added to invoices based on the fees billed and covers general office expenses relating to the handling of the engagements.

The Firm charges the client separately for any out-of-pocket expenses incurred and payments disbursed on behalf of the client in relation to the handling of the engagement, such as authority and registration charges, invoicing of external advisers or agents, travel expenses, expenses for translation, printing and

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announcements, extensive courier and copying and printing costs.

If applicable, value-added tax (VAT) will be added to all fees.

## 7 INVOICING AND PAYMENT

Our normal practice is to send invoices monthly. Depending on the engagement, we may alternatively invoice less frequently or upon the completion of the engagement. In certain cases, we may request an advance payment or a retainer, which will be used to settle future invoices. Our fees for the engagement may be higher or lower than an advance payment or a retainer.

Invoices are due for payment within fourteen (14) days from the date of invoice, unless otherwise agreed. If an invoice is not paid, interest on the balance owed will be charged at the statutory rate applicable or, in the absence of any such statutory rate, 10 per cent per annum from the due date until receipt of payment. We may decline to accept new engagements or continue handling pending engagements if our invoices remain unpaid after the due date.

We invoice our client directly, and we expect the client to pay us in accordance with the above stated, even in case the client should have an insurance covering legal costs, unless we have expressly agreed otherwise.

Even if the insurance company should decide to lower the amount compensated to the client by the insurance company, or a court of law would lower the amount the adverse party is ordered to compensate of the client's legal costs, this does not affect our right to invoice the client for all fees and costs as agreed.

## 8 LEGAL EXPENSES INSURANCE

According to the relevant rules and professional and ethical standards, the Firm shall inform the client of a possible compensation of legal expenses from an insurance policy or public funds. The Firm urges the client(s) to investigate these possibilities, including contacting its/their insurance provider regarding a possible legal expenses' insurance. Irrespective of the terms and conditions of the client's legal expenses insurance and an amount of compensation available thereunder, the client is responsible for all fees, costs and expenses of the engagement towards the Firm.

## 9 LIABILITY AND LIMITATIONS

We maintain the compulsory professional indemnity insurance required by the Finnish Bar Association. Upon the entry into force of the Terms and Conditions, our professional indemnity insurance provider: Pohjola Vakuutus Oy. Address: Gebhardinaukio 1, PB 100013 OP, Helsinki. [www.op.fi](http://www.op.fi). Tel: +358 100 5335.

The Firm's liability is limited to legal liability, i.e., to pure economic loss directly caused to the client as a result of breach of contract, error, or negligence on the Firm's part in providing services.

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Legal liability - our liability, including the liability of our partners for any damage caused by us because of negligence in connection with the assignment is limited to EUR 200.000.

Our liability to you will be reduced by any amount which may be obtained under any insurance maintained by or for you or under any contract or indemnity to which you are a party or a beneficiary.

We are not liable for damage caused by advice or documents provided to you if they are used for any other purpose than that which they were originally prepared for.

Our advice is addressed to our clients only and we will not accept any liability if our advice has been relied upon by any party other than the client.

We will not assume any liability for the work performed by any law firms from other jurisdictions or other advisors possibly engaged by us for your benefit.

Other advisers and professionals shall be deemed independent of us (irrespective of whether we have engaged them or if you have engaged them directly). Hence, we assume no liability for such other advisers or professionals.

The limitation of liability shall not apply if we have caused the damage through gross negligence or willful misconduct.

Unless the engagement specifically included the rendering of tax advice, we will not assume any liability for loss or damage suffered by means of tax being imposed or the risk of tax being imposed on you because of our services.

## **10 CONFIDENTIALITY**

All information received by us in respect of an engagement is subject to statutory duty of confidentiality. We will protect the information you disclose to us in an appropriate manner and in accordance with the relevant rules and regulations. However, a party protected by the obligations of secrecy and confidentiality is entitled to release the lawyer from the said obligations.

In addition to the above, we may be released from the obligation of secrecy and confidentiality to the extent that an obligation exists under the law or under the By-laws of the Bar Association;

- it is necessary for the lawyer to defend him/herself against claims made against him/her; or
- it is necessary for the collection of outstanding receivables from a client.

Where we agree to carry out an engagement for more than one client, we have the right to disclose information received from one client in the engagement to other clients in the same engagement.

If we engage or liaise with other advisers or professionals during an engagement, we may communicate to them all information which we believe may be relevant to assist them in advising or carrying out their work for you.

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## 11 GOVERNING LAW AND DISPUTE RESOLUTION

If, for any reason, you are dissatisfied with our services or have a complaint, you should notify us as soon as possible as the Firm sincerely wants to discuss and to reach an amicable solution, if only possible.

We are obliged to inform you of the procedure for submitting a dispute over fees to the Disciplinary Board of the Bar Association.

If you would deem that we have violated our professional duties as lawyers, you are also entitled to bring a complaint to the Disciplinary Board of the Bar Association.

In other than consumer relations, the relationship between the Firm and the Client shall be governed by the laws of Finland, without giving effect to its conflict of law rules. Any dispute, controversy or claim arising out of or relating to our assignment between the Firm and the Client that the parties do not manage to settle by amicable negotiations shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The place of arbitration is Helsinki, Finland and the language in the arbitral proceedings shall be in English, if not otherwise agreed due to practical reasons.

Regardless of the arbitration clause, the Firm is entitled to commence proceedings for the payment of any due and undisputed amount in the District Court of Helsinki or any other court with jurisdiction.

## 12 PUBLICITY

Unless you have instructed otherwise, once the Engagement has been completed and has become publicly known we may disclose that we have acted for you in respect of the Engagement.

## 13 TERMINATION OF AN ASSIGNMENT

Both you and, subject to the relevant Code of Conduct, the Firm may terminate the engagement at any time. For our part, this may, for instance, be the case in case of inadequate client identification, suspicion of money laundering or terrorism financing, conflict of interest, failure to make payment, failure to supply adequate instructions or lack of confidence or trust. In case of termination by either party, you must still pay our fees for services provided and expenses incurred prior to the date of termination.

Our client relationship in respect of the engagement terminates at the time where the final invoice for our services is issued or when you terminate the engagement.

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## **14 COMPLAINTS AND CLAIMS**

If the client is, for any reason, not satisfied with the Firm's services or has a complaint or claim, the Firm encourages the client to notify the partner responsible for the engagement thereof as soon as possible.

All claims must be made within a reasonable time and in any event no later than twelve (12) months after the client has become aware, or should upon reasonable enquiry have become aware, of the circumstances giving rise to the claim.

If the client's claim against the Firm is based on a claim against the client by an authority or other third party, the Firm or its insurer is entitled to respond to and defend and settle this third party claim on the client's behalf provided that the Firm undertakes, subject to the limitations of liability set out in the engagement letter or these General Terms, to indemnify the client for the third party claim. The Firm has no liability if the client has taken actions in respect of the third party claim without the Firm's consent.

If the Firm or its insurer compensates the client for loss, the client shall, as a condition for this compensation, assign any rights it possibly has against a third party (including without limitation the right of recourse) to the Firm or its insurer.