

ULRIKA LARPES

GENERAL TERMS AND CONDITIONS

Helsinki, Jan 2020

1 APPLICATION

Unless otherwise agreed with the Client (or “you”), these general terms and conditions apply to all services and advice provided by Attorneys-at-Law Ulrika Larpes Consulting Ltd. (“the Firm”, “we”, “us” or “our”) in respect of an engagement (“Engagement” and/or “Written Confirmation Letter of assignment and for legal assistance”). These terms and conditions apply to assignments agreed upon on or after 1.1.2020.

In case of any discrepancies between these general terms and conditions and an engagement letter entered into with you, the latter shall prevail.

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*) has been granted in Finland.

The authority supervising lawyers of our Firm is: The Finnish Bar Association, PO Box 194

ULRIKA LARPES

(Simonkatu 12 B), FIN-00101 Helsinki.

Tel. +358 (0)9 6866 120, Fax +358 (0)9 6866 1299.

The Code of Conduct of the Finnish Bar Association, which we are bound to comply with, is available at www.asianajaliitto.fi/en.

4 CONFLICTS CHECK

Before accepting specific engagement for you (“Engagement”), internal procedures are applied to ensure that there is no conflict of interest involved in accepting the Engagement.

5 PROTECTION OF DATA AND ANTI MONEY LAUNDERING MEASURES

In order 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.

An overhead (as office costs) of 4 per cent will be added to our invoices. The overhead/office costs is intended to cover the running expenses arisen from the Engagement with the exclusion of any (i) governmental or registration fees, (ii) fees or other billings of other law firms, notaries and third party advisors and experts, (iii) travel costs outside of the country where the relevant lawyer has his/her place of work, (iv) costs for advertising, translations and extensive printing provided by an external supplier, (v) costs related to the use of professional software specifically used for the

ULRIKA LARPES

purposes of the engagement, and (vi) other similar costs.

The above clause does not apply to litigation and arbitration matters. All expenses and disbursements associated with such Engagements where the overhead/office costs are not applicable, including charges paid to third parties on behalf of you, reasonable travelling and hotel expenses, food, extensive photocopying and courier costs will be added to the fee payable by you.

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

7 INVOICING AND PAYMENT

Our normal practice is to send invoices on a monthly basis. In certain cases, we may request an advance payment. Such payment will be used to settle future invoices.

Invoices are due for payment within eight (8) days from the date of invoice (if not otherwise agreed or set out in the invoice). 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 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 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 is named as Pohjola Insurance Ltd, FI-00013 OP, Helsinki, Finland, www.lahitapiola.fi

Legal liability - our liability, including the liability of our partners for any damage caused by us as a result of negligence in connection with the assignment is limited to EUR 200.000,00.

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 in the event that our advice has been relied upon by any party other than the client.

ULRIKA LARPES

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 as a result of our services.

9 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 in order 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 in the course of 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.

10. 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.

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 Service Provider and the Client shall be governed by the laws of Finland, without giving effect to its conflict of law rules. Any

ULRIKA LARPES

dispute, controversy or claim arising out of or relating to our assignment between the Service Provider 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 of the Arbitration Institute 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.

11. 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.

12 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.