

TERMS OF SERVICE

Attorneys at Law MK-Law Ltd (MK-Law) complies with the Finnish Advocate Act (496/1958) and the Code of Conduct of the Finnish Bar Association, as well as the professional ethics of the Bar Association, when rendering legal services to its clients.

1. SERVICES

The content, extent and fee of MK-Law's Services are agreed upon by MK-Law and the Client in writing in advance of each assignment by means of executing a service agreement or via e-mail.

The Client is, upon request of MK-Law, required to notify MK-Law of all and any circumstances that may affect the performance of the assignment. The Client shall further provide MK-Law with information and materials necessary for performing the services in a timely manner.

MK-Law is responsible for completing each assignment accurately, effectively and in a timely manner in accordance with the terms of the assignment. MK-Law is obligated to clarify risks related to each assignment for the Client, as well as the expected consequences of alternative courses of action, in the extent possible at the time.

MK-Law shall always act in the Client's best interest and only use personnel that is sufficiently competent and experienced for performing the Services.

2. SERVICE FEE

MK-Law's service fee depends on the amount of work required for performing the assignment and on the nature of the assignment, such as its difficulty, value and urgency, importance and the financial interest vested in the assignment for the client, as well as the special skills required for performing the assignment.

MK-Law and the Client shall agree upon hourly rates charged by MK-Law for work performed by MK-Law. The hourly rate for travel time equals half of the agreed hourly rate. MK-Law reserves the right to offer any other hourly rate or a fixed fee for an assignment by informing the client thereof in advance.

The minimum unit equals 0.25 hours and a commenced quarter hour is charged in full.

Whenever MK-Law performs, upon the request or approval of the Client, work not covered by the scope of the initial assignment, MK-Law has the right to charge for the additional work in accordance with the hourly rate agreed for the initial assignment, unless otherwise agreed.

MK-Law's estimate of work required for performing a certain assignment shall not restrict MK-Law's right to charge for work exceeding the estimated amount. MK-Law shall, however, inform the Client in advance of the fact that the estimate may be exceeded, should MK-Law expect the estimate to be substantially exceeded.

MK-Law has the right to request an advance of the agreed or estimated fee.

3. INVOICING

Work performed during a calendar month is invoiced once the calendar month in question has ended (*monthly invoicing*), unless otherwise agreed upon.

When MK-Law and the Client have agreed upon a fixed fee, the fee is invoiced upon completion of the assignment (for example, when the document that MK-Law was requested to prepare has been delivered to the Client), unless otherwise agreed by the parties.

If the Client has paid MK-Law an advance that is kept on MK-Law's client funds account, MK-Law is entitled to independently offset the advance against an invoice once the invoice has been sent to the client. MK-Law shall inform the Client of the extent in which an invoice is offset against an advance in connection with delivery of the invoice.

The standard term of payment is 14 days net, unless otherwise agreed with the client. If applicable, Finnish value-added tax is added to the invoice in accordance with the tax rate valid from time to time.

MK-Law is entitled to cease the provision of Services, if the payment of an outstanding invoice is delayed by more than 15 days from the maturity date. The discontinuance of the Services does not affect MK-Law's right to charge for work performed before the decision to cease the provision of the Services was made.

MK-Law is entitled to penalty interest at the rate of 8 % per annum as of the maturity date of the invoice.

4. COSTS

MK-Law's fee does not include costs related to the performance of an assignment, such as registration fees, court fees, courier and postal fees, translation fees or necessary travel- and accommodation costs. MK-Law shall inform the client of other than insignificant costs in advance. Costs related to an assignment are invoiced on a monthly basis, unless otherwise agreed by the parties.

5. CONFIDENTIALITY

MK-Law keeps all information related to the Client and its business activities unconditionally confidential. MK-Law's obligation of professional secrecy comprises all information disclosed or provided by the Client to MK-Law in connection with an assignment, including in particular information related to the assignment and the Client and the Client's business activities, trade secrets, correspondence, personal data, and other similar information. MK-Law shall refrain from using such information for other purposes than the performance of the assignment.

6. LIABILITY

MK-Law is responsible for the quality and accuracy of its Services. Should the Services of MK-Law be performed inaccurately or inadequately the Client shall be entitled to claim compensation for losses suffered by the Client, if MK-Law has acted with negligence or maliciously. The maximum amount of such compensation shall be limited to 500 000 €, which is covered by the firm's liability insurance.

7. FORCE MAJEURE

MK-Law and the Client shall not be held liable for a failure to perform their obligations in case the failure is caused by force majeure circumstances that the party failing to perform its obligations could not prevent or foresee. The party hindered to perform its obligations shall inform the other party of such hindrance without undue delay and shall perform its obligations immediately once the force majeure circumstances cease to exist.

8. VALIDITY

These terms of service shall be binding for MK-Law and the Client until both parties have performed their obligations related to their contractual relationship, apart from Sections 5, 6 and 10, which shall continue in force perpetually.

If the Client terminates an assignment before MK-Law has completed the assignment in its entirety, MK-Law shall be entitled to charge the agreed fee for the work performed before notice of such termination was received by MK-Law, as well as to invoice costs related to the assignment incurred so far. If MK-Law has offered a fixed-price for the assignment, the performed work is invoiced on an applicable hourly rate unless otherwise agreed by the parties.

Both MK-Law and the Client are entitled to revoke the agreement between them with immediate effect should the other party substantially violate its contractual obligations and should the contracting party not rectify the violation in reasonable time after the other party's written notice. The notice shall be sent in writing by mail or email.

9. MISCELLANEOUS CONDITIONS

The agreement between MK-Law and the Client cannot be transferred to a third party without the written consent of the other party.

Materials, such as agreements, memoranda, and advice in other forms, produced and rendered to the Client during or as a result of an assignment are intended for the sole use of the Client. The Client shall not have the right to publish or share such materials with a third party, unless the context or circumstances at hand require such sharing.

MK-Law and the Client shall refrain from recruiting the other party's employees without the written consent of the other party during the validity of the agreement between the parties and within one year from the date on which the latest assignment was completed.

10. GOVERNING LAW AND DISPUTE RESOLUTION

The relationship between MK-Law and the Client shall be governed by the laws of Finland.

Any disagreements related to the Services shall be settled by amicable negotiations. Any disagreement, controversy or claim arising out of or relating to the Services, or the breach, termination or validity of the agreement between MK-Law and the Client that the parties do not manage to settle by amicable negotiations, shall, in other than consumer relations, be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki and the language of the arbitration shall be English.

The Client is also entitled to refer a dispute concerning MK-Law's fee to the Disciplinary Board of the Finnish Bar Association for review.