

TERMS OF SERVICE

MK-Law Attorneys 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

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.
- 1.4. MK-Law shall always act in the Client's best interest and use personnel that is competent and experienced in performing the Services.

2. SERVICE FEE

- 2.1. 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.
- 2.2. 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 may alternatively offer another fee structure, such as a fixed fee, in which case such fee is applied to the assignment.
- 2.3. The minimum unit equals 0.25 hours and a commenced quarter hour is charged in full.
- 2.4. 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 or in accordance with MK-Law's general hourly rate.
- 2.5. MK-Law's fee estimate or estimate of work required for performing a certain assignment shall not restrict MK-Law's right to invoice for work exceeding the estimate. MK-Law shall, however, in the extent possible, inform the Client in

advance of the fact that the estimate may be exceeded, should MK-Law expect the estimate to be substantially exceeded.

- 2.6. MK-Law has the right to request an advance of the agreed or estimated fee.
- 2.7. MK-Law has the right to amend the hourly rate applicable to the Client's assignments by giving the Client notice thereof in writing at least 30 days prior to the change entering into force.
- 2.8. We add a standard compensation of four percent for general costs to our invoices. Said costs cannot be claimed from the counterparty in dispute resolution.

3. INVOICING

- 3.1. Work performed during a calendar month is invoiced once the calendar month in question has ended (monthly invoicing), unless otherwise agreed upon.
- 3.2. 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), but in any case at the latest when 60 days has passed from confirmation of the assignment, unless otherwise agreed by the parties.
- 3.3. The terms and conditions of the Client's liability, legal expenses or other insurance do not apply to MK-Law. MK-Law's fee or invoicing terms are not affected by the terms and conditions of the Client's insurance.
- 3.4. If the Client has paid MK-Law an advance to 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.
- 3.5. 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.
- 3.6. MK-Law is entitled to resign or cease the provision of Services, if the payment of an outstanding invoice is delayed by more than 15 days from the maturity date. The resignation or discontinuance of the Services does not affect MK-Law's right to charge for work performed before the resignation or discontinuation of the Services.
- 3.7. MK-Law is entitled to penalty interest at the rate of 8 % per annum as of the maturity date of the invoice.

4. COSTS

- 4.1. 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. Costs related

to an assignment are invoiced on a monthly basis, unless otherwise agreed by the parties.

5. CONFIDENTIALITY

- 5.1. 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. KNOW-YOUR-CUSTOMER INFORMATION

- 6.1. MK-Law is required to know its customers and identify its Clients as well as their representatives and ultimate beneficiary owners by virtue of EU and national laws and regulations on prevention of money laundering and financing of terrorism. MK-Law has therefore a right to request, and the Client correspondingly has an obligation to provide, information and documentation required for complying with the above-reference laws and regulations. Should the Client fail to provide such information or documentation MK-Law has a right to resign or discontinue its Services until the information and documentation is provided. The KYC information and other personal data can be used to prevent, reveal and investigate money laundering and terrorist financing, as well as for the purpose of investigating money laundering and terrorist financing, or the crime by which the property or criminal benefit that is the subject of money laundering or terrorist financing has been obtained.

7. PERSONAL DATA

- 7.1. MK-Law processes personal data in accordance with the General Data Protection Regulation, the Finnish Data Protection Act and its privacy policy.

8. LIABILITY

- 8.1. 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.

9. FORCE MAJEURE

- 9.1. 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.

10. VALIDITY

- 10.1. 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 such terms and conditions that by virtue of their nature shall continue in force perpetually.
- 10.2. If the Client terminates an assignment before MK-Law has completed the assignment in its entirety, or if MK-Law resigns or discontinues the services, MK-Law shall be entitled to charge the agreed fee for the work performed before notice of such termination was received by MK-Law, or before MK-Law resigned or discontinued the Services, 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 in accordance with MK-Law's general hourly rate.
- 10.3. 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.

11. MISCELLANEOUS CONDITIONS

- 11.1. The agreement between MK-Law and the Client cannot be transferred to a third party without the written consent of the other party.
- 11.2. Electronic communication (e.g. e-mail) can be used when handling the assignment. Communication will be encrypted if necessary or at the client's written request.
- 11.3. 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 does not have the right to publish or share such materials with a third party, unless the purpose of the material require such sharing.
- 11.4. 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.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1. The relationship between MK-Law and the Client shall be governed by the laws of Finland.
- 12.2. 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.

- 12.3. MK-Law is always entitled to initiate legal proceedings in the general court of MK-Law's or the Client's domicile, if MK-Law's claim only concerns an unpaid invoice.
- 12.4. 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.