

## GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all assignments handled by Castrén & Snellman Attorneys Ltd. We can agree on exceptions or additions to the terms and conditions on a case-by-case basis.

### Assignments

**Performance of Assignments.** We are an independent legal advisor. We appoint a responsible partner for each assignment. We choose the experts who will work on the assignment, unless otherwise agreed with you.

**Scope of Advice.** We provide legal advice based on Finnish law and only in relation to the assignment at hand. We are not liable if our advice is used for any other purposes. If we provide our opinion of the content of the law of another jurisdiction, it must be confirmed by a law firm from that jurisdiction. We do not provide financial advice nor are we liable for the tax consequences of an assignment, unless otherwise agreed with you. We cannot guarantee the outcome of an assignment. We have the right to refuse to take on an assignment. Claims and rights under the assignment agreement cannot be transferred to a third party.

**Information Required before the Assignment.** Before agreeing on the assignment, you must provide us with certain information. We use this information to check that we have no conflicts of interest preventing us from taking on the assignment. We are also required to confirm that you have no connections to money laundering or the financing of terrorism and confirm that you are not subject to any trade sanctions.

**Termination of Assignment.** You can terminate your assignment by written notice to us. In some cases, we also have the right or obligation to withdraw from an assignment. You are obligated to pay our fees and expenses that have accrued prior to the notice of termination.

### Fees and Expenses

**Basis of Fees.** Our fees are based on the time, expertise and experience required by your assignment as well as on the value, urgency and risks of the assignment, unless otherwise agreed. Value added tax is added to our fees.

**Fee Estimate.** Upon request, we will provide estimates of our fees. Estimates are always based on the information available at the time. We cannot predict the actions of, for example, the opposing party or the authorities. We will inform you without delay if our estimate needs to be adjusted.

**Expenses.** We charge our reasonable expenses arising from the assignment, such as for travel and accommodation. We will agree on the use of third-party experts with you in advance. We add office costs of four per cent to our invoices. Office costs cannot be claimed from the opposing party in dispute assignments.

**Invoicing and Delays in Payment.** We invoice on a monthly basis. Our payment terms are 14 days net. We are entitled to claim interest for payments that are past due. If you do not pay our invoice in time, the law and the Code of Conduct of the Finnish Bar Association entitle us to terminate the assignment.

**Fees for Court Cases or Arbitration Proceedings.** In court cases or arbitration proceedings, you are responsible for paying our fees and expenses even if the opposing party is ordered to pay them or they are covered by legal expenses insurance. We are not responsible for whether or not our fees and expenses are covered by your insurance.

### Confidentiality and Processing of Personal Data

**Attorney-Client Privilege.** We handle information provided to us confidentially and in accordance with the Advocates Act and the rules of the Finnish Bar Association. In some exceptional cases we may, however, be required by law to make certain disclosures.

**Information Sharing.** If we use other advisors or work with your other advisors, we may share information with them. Finnish tax

law includes an obligation under Directive 2018/822 to report cross-border tax planning arrangements to the authorities. Under attorney-client privilege, we will primarily refrain from such reporting, unless otherwise agreed. You or your other advisors are responsible for fulfilling this reporting obligation.

**Use as Reference.** Unless otherwise agreed, we are allowed to mention the assignment and use a general description of it in our offers and in submissions to publications ranking law firms. We mark all such information as confidential. In transaction assignments, we may also mention you as our client and provide a general description of the assignment on our website, marketing material and social media. We only use public information or information that we have your permission to use.

**Personal Data.** We process personal data as a controller as defined in data protection acts and regulations. More information on our processing of personal data is available in the privacy policy on our website.

### Limitation of Liability

**Our Maximum Liability.** If we cause loss or injury to you, we are liable for it up to at most 1,000,000 euros. If our fee is less than 100,000 euros, we are liable for damage up to at most 500,000 euros. A smaller maximum liability can be separately agreed for a particular part of the assignment. If another advisor was involved in the assignment with a lower maximum liability, the lower maximum liability will be applied. The limitation of liability does not apply if we caused the damage through gross negligence or wilful misconduct.

**Our Partners' Liability.** Our partners' personal liability for damages is a maximum of 200,000 euros. Otherwise, our partners' liability is subject to the same conditions as the firm's liability.

**Time Limit for Claiming Damages.** You must make your claim for damages within 12 months either from the date the advice leading to the damage was given or from the end of the assignment. The time limit begins to run from the earlier of the two times mentioned above. If you do not make your claim within the above time limit, we are not liable for damages.

**Settlement.** If the claim for damages is based on a claim against you by the authorities or by a third party, we are entitled to respond to the claim and settle the matter on your behalf. We will compensate your loss or injury in accordance with the settlement agreement we negotiate if the right of recourse relating to the compensation is transferred to us or our insurance company. If you settle the matter or take other action without our consent, we are not liable for the damage.

### Supervision, Applicable Law and Dispute Resolution

**Finnish Bar Association.** We are supervised by the Finnish Bar Association ([asianajaliitto.fi/en](http://asianajaliitto.fi/en)).

**Code of Conduct.** We comply with the Code of Conduct of the Finnish Bar Association. If you feel that our firm or our experts have violated the Code of Conduct, you may lodge a complaint with the Disciplinary Board of the Finnish Bar Association. We will provide more information on filing a complaint, if necessary.

**Fee Recommendations.** If you are not satisfied with our fees, you may request a fee recommendation from the Disciplinary Board of the Finnish Bar Association.

**Governing Law.** Our terms and conditions and our assignments are governed by the laws of Finland.

**Disputes.** Any disputes arising from our terms and conditions or our assignments will be finally decided in arbitration proceedings in accordance with the Finnish Arbitration Act. The seat of arbitration will be Helsinki. The arbitral tribunal will consist of three arbitrators. Each party will appoint a single arbitrator, and these arbitrators will appoint a third, who will act as the chairperson of the tribunal. If one of the parties does not appoint an arbitrator or the arbitrators are unable to agree on the chairperson, the Arbitration Institute of the Finland Chamber of Commerce will handle the appointment.

**Undisputed Receivables.** We are entitled to bring claims regarding our undisputed fees, costs and expenses to the Helsinki District Court or to the competent court of your domicile.