

**1. Application of terms of delivery**

These general terms of delivery apply to all services ("Services") provided by Mercurius Attorneys Ltd ("Mercurius"), unless otherwise especially agreed in writing.

**2. Services**

Services are performed as agreed, carefully and professionally and within a required time schedule of each assignment.

Mercurius complies with the laws of Finland, these terms of delivery and rules and codes of conduct of Finnish Bar Association and proceedings that may be separately agreed with the client, when it performs Services.

A responsible lawyer, who will also be the main contact of the client, is designated to be responsible for an individual assignment. The lawyer will also decide on human resources and other resources that are required to provide the Service.

The legal content of Mercurius' Services is based on Finnish jurisdiction.

**3. Prices and terms of payment**

Unless otherwise agreed, the following is adhered to:

- (i) Pricing is based on hourly charge valid at the time.
- (ii) Direct costs relating to the assignment (such as expenses to authorities, travel expenses) will be charged as per actual costs. Mercurius does not charge any fixed or percentage-based fees, general office costs or any similar costs.
- (iii) Value added tax valid at the time will be added to an invoice.
- (iv) Services are charged on a monthly basis. Each invoice includes a specification of performed measures.
- (v) Term of payment is 14 days from the date of invoice.

Fee of the Services will be irrespective of whether client's insurance for legal expenses or other insurance will reimburse Mercurius' fee. Mercurius invoices its clients directly also when a client has insurance for legal expenses, unless otherwise agreed.

**4. Confidentiality and data protection**

Regarding to the Services, Mercurius receives trade and business secrets and other confidential information of a client. Mercurius commits not to disclose the information to the third parties and not to use the information otherwise than to fulfil its obligations arising out of this agreement.

Mercurius is responsible for that its employees follow confidentiality clause of general terms of delivery.

In all of its actions, Mercurius complies with data protection legislation. If Mercurius would receive any personal data of the client to process, Mercurius complies to follow all rules stated in Article 28 of the General Data Protection Regulation and to conclude a separate data processing agreement, if necessary.

Obligations regarding to confidentiality will remain valid also after the termination of this agreement.

**5. Client identification**

Pursuant to legislation governing the prevention of money laundering and financing of terrorism, Mercurius is required to identify its clients as well as the identity of representatives and owners of the client. In certain situations Mercurius shall also verify the origin of the assets. Mercurius is obliged to report suspicious business to authorities, if financing of terrorism or money laundering is suspected to be in relation to the assignment.

**6. Limitation of liability**

Services are based solely on application of the laws of Finland and Mercurius is responsible only for advices based on the laws of Finland. Mercurius has not examined laws of any other countries and does not provide any recommendations based on the laws of other countries. Mercurius is not responsible for possible services of other law firm or other advisors (e.g. foreign law firm), although Mercurius would forward aforementioned services to the client.

Services of Mercurius do not include any tax advice and Mercurius shall not be responsible for any tax related matters.

Either party is not responsible for any consequential or indirect damages. Each

party's liability for damages to the other contracting party is limited to EUR 250,000.

For clarification, all limitations mentioned herein limit equally the responsibility of Mercurius' partners and employees combined to the maximum amount. Mercurius' partner or employee is not personally responsible for performing the assignment.

**7. Communication and data security**

Data security measures followed by Mercurius correspond to general standards. All materials and messages in connection with the assignment may be delivered to the customer e.g. by e-mail. Should the client so require, en-ryption may be used for e-mail communication.

**8. Force majeure**

Contracting party is released from its obligations (incl. liability for damages) due to matters that are arising out of obstacles and/or issues outside of that party's influence.

**9. Premature termination of an assignment**

The client may terminate an agreed assignment by written notice at any time. Mercurius has the right, in accordance with the code of conduct of the Finnish Bar Association, to terminate an assignment, if a payment of the client is overdue or if there is another valid reason for termination.

**10. Governing law and disputes**

These terms of delivery are governed by the laws of Finland. Possible disputes shall be decided in a competent district court.

**11. Language versions**

These terms of delivery are made both in Finnish and in English. If there are any discrepancies between the Finnish and English versions of these terms of delivery, the Finnish version shall prevail.

**12. Validity**

These terms are valid for the time being.