

**1. SCOPE OF GENERAL TERMS OF SERVICE**

These General Terms of Service shall apply between Almgren & Sankamo Oy – Lakiasiaintoimistot (hereinafter Almgren & Sankamo Oy) and the client insofar as they are not otherwise agreed between the parties in writing.

**2. PERFORMANCE OF WORK RELATED TO ASSIGNMENT**

When engaging our services an assignment is always between you, as client, and Almgren & Sankamo Oy, as contractor, not with any individual. A lawyer is always placed in charge of each assignment. The contractor nevertheless has the right, unless otherwise agreed, to use in-house personnel for performing the tasks required by an assignment.

Should the assignment so require, third-party experts can be used for assistance (e.g. for technical statements, condition appraisals, cost calculations) and other parties external to the assignment relationship can be used to perform work. Use of such third parties, however, requires the separate consent of the client. A contractual relationship is always made between the client and the external party, and Almgren & Sankamo Oy shall not be liable for any costs incurred by it.

**3. ASSISTANCE FOR LEGAL EXPENSES**

Should the contractor so desire, the client can apply for assistance for legal expenses for the client based on an insurance held by the client. For the purposes of such application, the client is obliged to supply the contractor with the information required at any time by the insurance company.

A legal relationship is never formed between the insurance company granting legal expenses insurance and the contractor. Any contractual relationship is solely between the client and the client's insurance company, and the contractor is not bound by the insurance company's grounds for payment and compensation. In the case of a private individual, however, payment of a fee plus the amount exceeding the client's personal liability as insurance policyholder shall be separately agreed upon accepting a task.

Since the contractual terms and compensation conditions vary between different insurance companies, the client shall be responsible for becoming familiarised in good time with the terms and conditions of his/her legal expenses insurance and with the content of the claims settlement decision such that he/she is always aware of the terms and conditions, and of any limitations thereto, of his/her insurance and of any claims settlement decision made.

Should an insurance decision include restrictive terms, the client shall notify the contractor of the extent to which any actions excluded from compensation should be limited.

The contractor's invoice can also always indicate the amounts paid directly by the client.

**4. FEES**

The client shall be responsible for paying the contractor as per the price list valid at the time and the action taken as specified in the price list. All rights to change prices are reserved. The price list valid at the time is available upon request. Price changes shall not be separately notified.

Direct costs incurred by handling the assignment shall be charged separately as per the actual cost. Such direct costs include e.g. travel expenses, court costs, and other official payments and expenses, as well as extensive, or otherwise exceptional, photocopying costs.

The client's obligation to pay the contractor's invoice shall not be invalidated even if the counterparty is ordered to pay the client's legal costs. Neither shall the client's obligation to pay the contractor's invoice be limited by;

- the outcome of the matter that is the object of the assignment;
- an insurance contract or claims settlement decision between the client and an insurance company (e.g. a ruling of an upper limit to legal expenses assistance, any mention of an upper limit to hourly fees, or a policyholder's personal liability) regarding legal expenses assistance); or
- some other agreement made with a third party regarding the assignment relationship.

If a person or entity other than the client is responsible for paying the contractor fees, in order to release the client from liability for payment this shall be agreed in conjunction with accepting the assignment.

Termination of the assignment shall not absolve the client from paying the contractor fees for those actions that the contractor has performed for the assignment before notice of the termination of the assignment has reached the contractor.

**5. INVOICING**

The actions taken and costs incurred in the matter shall be invoiced monthly on a regular basis. Almgren & Sankamo Oy shall invoice the client directly for the actions taken and costs incurred for said invoicing period regardless of the content of any claims settlement for legal expenses assistance.

If the client is granted assistance for legal expenses, Almgren & Sankamo Oy undertakes to prepare a report for the insurance company, on termination of the assignment or in conjunction with any invoicing for court instances, regarding invoices related to this assignment that have been paid by the client himself/herself.

Should there be several clients in the same matter, they shall be jointly and severally responsible for paying an invoice, unless otherwise agreed.

The client shall be responsible for paying the contractor's invoice on or before the due date stated on the invoice. The contractor reserves the right to collect receivables due to him for late payment penalties under the provisions of Finland's Interest Act.

After issuing a second reminder, a receivable can be handed over to a collection agency for collection.

**6. INFORMATION TO BE GIVEN TO CONTRACTOR**

The client shall be responsible for supplying the contractor with all the information that might affect the ability of the contractor to perform the assignment.

Should the client become aware of new factors relating to the matter specified in the assignment, the client is responsible for informing the contractor of these without delay after receiving the information.

The contractor shall never in any circumstances be liable for damages caused by the client concealing, or failing to inform the contractor of, factors that are important for handling the matter specified in the assignment, or by the client providing incorrect information about said factors.

**7. HANDLING AND OUTCOME OF ASSIGNMENT**

The contractor shall serve the client's best interests conscientiously in the matter specified in the assignment and shall comply with the professional ethics of the bar. The contractor shall handle the assignment given carefully and punctually, with the necessary flexibility and without incurring unnecessary costs. In addition, the contractor shall ensure that set deadlines are respected when performing the assignment and shall comply with the prescribed formal and other requirements.

The contractor shall not be obliged in the handling of the matter to follow the instructions or orders given by the client. Serving the client's best interests is the guiding factor in handling the matter specified in the assignment. The contractor reserves the right to himself select the means and methods for handling the assignment.

The contractor shall not be responsible for the outcome of any legal proceedings nor for the fulfilment of the terms and conditions of any contract drafted. The contractor shall not be responsible for any tax consequences caused for the client even if they differ from those expected.

## 8. TERMINATION OF ASSIGNMENT

The client can, at any time whatsoever and without stating the cause, terminate the assignment without notice. When requested by the contractor, the client shall confirm termination of the assignment in writing.

Almgren & Sankamo Oy have the right to cease handling the assignment if the client acts dishonestly, if a lack of trust has arisen between the client and the contractor due to the assignment procedure, or otherwise for some other special reason. Special reasons include if, after being given due notice by the contractor, the client:

- substantially disagrees with the contractor as to how a task should be handled;
- acts substantially against the contractor's advice and/or gives instructions or advice detrimental to his/her own interests and despite admonition does not retract said instructions or advice;
- substantially neglects his/her duty to contribute or cooperate;
- behaves inappropriately or unreasonably encumbers the contractor; or
- leaves unpaid an advance payment or invoice demanded by the contractor.

Almgren & Sankamo Oy is obliged to abandon an assignment if it transpires after accepting the assignment that the contractor has been, or has become, incompetent due to the likelihood of bias. The obligation to abandon an assignment also applies if

- a legal excuse or an equivalent compelling reason prevents completion of the assignment; or
- the client demands that the contractor acts contrary to the law or to the professional ethics of the bar and despite being told this does not relinquish his/her demand.

When terminating an assignment, the contractor shall avoid all procedures that might harm the client's interests. If necessary, a reasonable time shall be reserved for the client to engage another agent. In such a case, the client shall not be absolved from paying fees to the contractor for those actions that the contractor has performed for the assignment before notice of the termination of the assignment has reached the contractor.

Upon termination of the assignment, the original documents supplied by the client shall be returned as separately agreed. The client's documents relating to assignments shall be kept after termination of the assignment for a reasonable time, after which the client has the right to destroy them unless obliged to retain them by legislative provisions.

## 9. CLIENT ASSETS

The contractor undertakes to keep the cash & cash equivalents, securities and other assets he receives for handling an assignment separately from his own assets. The contractor shall keep accounts of client assets in such a way that at any

time whatsoever the quantity and quality of the client's property in the possession of the contractor can be determined.

The client shall have the right to receive a receipt for property handed over to the contractor. The contractor shall surrender the client's assets to those entitled to them only against a receipt.

## 10. LIMITATION OF LIABILITY

Almgren & Sankamo Oy shall not be liable for any damages caused to the customer by advice given or documents drafted that are used for other than their original intended purpose.

Almgren & Sankamo Oy's services are intended only for the client and we accept no liability with respect to third parties.

Almgren & Sankamo Oy shall not be responsible for any work for which we have procured for the assignment from third parties such as law offices or auditors.

In their assignments Almgren & Sankamo Oy limit their liability for property damage to EUR 200,000. Almgren & Sankamo Oy shall not be liable for consequential damages. If damages are incurred by a deliberate or grossly negligent procedure, the person causing the damages is responsible for compensating the damages in full.

## 11. CONFIDENTIALITY

The contractor undertakes to preserve the confidentiality of all information about the assignment that in handling the assignment the learns of from the client. The obligation for non-disclosure and confidentiality are unlimited in time. The person or entity protected by the non-disclosure and confidentiality obligations has the right to release the contractor from said obligations.

The contractor can also be released from his non-disclosure and confidentiality obligation insofar as there is an obligation to do so owing to the law or owing to other compelling orders, such as;

- it is essential for the contractor in order to defend himself from claims against him; or
- it is unavoidable for the contractor in order to collect a receivable from his client.

Contact with authorities, counterparties or co-parties necessary for handling an assignment, or with other third parties needed for handling an assignment, is never a violation of the confidentiality obligation. The client shall in this case provide the information required for handling the assignment.

## 12. DISAGREEMENTS AND DISPUTE RESOLUTION

The laws of Finland shall apply to the agreement between the parties except for the rules and principles therein regarding conflict of laws. Should any dispute arise where the parties are unable to reach agreement through negotiation or other settlement, the disputes shall be finally resolved in arbitration proceedings in conformance with the rules of the Arbitration Institute of the Finland Chamber of Commerce. There shall be one arbitrator, and the location of the arbitration proceedings shall be Helsinki, Finland.

Without prejudice to the above, Almgren & Sankamo Oy shall have the right to submit demands for settlement of undisputed fees, costs and expenses to the District Court of Kymenlaakso or to a court of law with jurisdiction in the client's domicile.

In addition, it is possible for clients classed as consumers to submit a dispute over legal services for handling by the Consumer Disputes Board.