



GENERAL TERMS AND CONDITIONS OF ENGAGEMENT FOR NORDIC LAW LTD

Applicable as of 1st of August 2016

1. Scope

These general terms and conditions of engagement apply—in addition to the terms and conditions stated in the possible engagement letter for each individual engagement—to legal, strategic, financial and investigation services rendered by Nordic Law Ltd (“Nordic Law”).

In the event of inconsistencies between the provisions in the general terms and conditions of engagement and the terms and conditions stated in the engagement letter for the individual engagement with clients, the latter will prevail.

2. Engagement

The engagement is described in the engagement letter for the individual engagement with the client. The engagement may subsequently be amended or broadened by agreement.

3. Responsibility for performance of the engagement

A partner of Nordic Law will have overall responsibility for each individual matter (engagement responsibility). Other lawyers, advisors, analysts and personnel will assist as appropriate.

4. Confidentiality

The ordinary rules regarding the duty of confidentiality for attorneys apply to all engagements Nordic Law undertakes.

Confidential information may be divulged to employees of Nordic Law other than the client's contact person, when deemed appropriate for the effective handling of the engagement.

Due to legally mandated money laundering procedures and conflict of interest checks client information will also be used in internal controls. Once the contents of an assignment have been made publicly available or an assignment has been finalized, Nordic Law retains the right to use information from the assignment in marketing the firm.

5. Fees

Nordic Law's methods for calculating lawyer's fees are tailored to comply with the "Fee Guidelines of the Finnish Bar Association".

Nordic Law's fees are based primarily on the resources that

are employed in the assignment, adjusted for the complexity of the case, results achieved and the interests attended to during the engagement.

Our fees are normally calculated based on the hours the individual advisor has spent on the engagement. The hourly rates vary according to the qualifications and experience of the individual advisor. Individual hourly rates are used for paralegals, translators and trainees, while secretaries and other office services are included unless otherwise stated in the engagement letter.

Nordic Law records on an on-going basis all time spent on an assignment, but only the effective time employed will be invoiced to the client. The recording of hours begins at the onset of the assignment. The engagement letter sets out the prices agreed on for an engagement. The hourly rates are subject to annual revision. Revisions that are in line with general developments in the firm's cost will not be communicated to the client.

Value added tax (VAT) and any other government taxes will be added in accordance with the rules in effect at any given time. Nordic Law's fees shall be paid regardless of the outcome of the matter. Any estimate provided for the total fee of the entire engagement is intended as a budgetary guideline only, and must not be perceived as a fixed price unless otherwise agreed in writing.

6. Costs and expenses

In addition to our fees, clients will be required to pay for any expenses Nordic Law incurs in connection with the engagement, such as travel expenses, court fees, etc.

If the engagement requires extraordinary use of personnel, supplies or aids, such as copying, office supplies, use of databases, overtime for office personnel, etc., the client will be charged for these costs in their entirety.

Nordic Law will consult with the client before any substantial costs or expenses are incurred.

If Nordic Law hires consultants, experts, foreign lawyers or other third parties on behalf of clients, we do so in our capacity as the client's representative, and the client will be responsible for the third party's fees as well as any related costs or duties.

7. Costs associated with litigation

This section applies only to cases where there is a legal dispute or potential litigation. Please note that

a) the client is responsible for payment of the full amount of Nordic Law's invoices, regardless of whether a claim for



reimbursement of costs is filed against the opposing party;

b) if the case is lost, it is likely that the client will be ordered to pay the opposing party's costs, in addition to the client's own costs; and

c) even if the outcome of the case is successful, the opposing party may not be ordered to pay the costs or may be incapable of doing so, and in either case the client will remain responsible for the payment of Nordic Law's invoices in full.

8. Client accounts

Nordic Law reserves the right to request advance payment for fees, costs and VAT. A request for advance payment must not be construed as an estimate or ceiling for Nordic Law's fees, costs or VAT. Advance payments must be deposited in Nordic Law's interest-bearing client account.

Nordic Law does not provide credit risk for retained funds in the client account.

9. Insurance

Nordic Law requests that the client discloses any legal protection insurance the client holds, or if the client wishes to request an inquiry regarding the applicability of an insurance policy to the engagement.

10. Invoicing and payment

Unless otherwise specifically agreed, Nordic Law reserves the right to render invoices on a monthly basis.

Unless otherwise agreed, the payment terms are 14 days from the date of invoice. If the payment due date is not met, Nordic Law reserves the right to:

a) demand late payment interest pursuant to the Act relating to interest on overdue payments etc. from the due date until payment is made, plus any collection or recovery costs,

b) cease any performance of engagements, both the engagement in question and other engagements, and

c) exercise a possessory lien on the case documents, files, etc., received.

11. Relation to third parties

Nordic Law only has obligations to the client named in the engagement letter or otherwise, and no liability is owed to any third parties.

A request by a third party to rely on Nordic Law's advice will be considered, but Nordic Law reserves the right to

decline any such requests.

12. Electronic communication

We reserve the right to use unencrypted electronic communication (e.g., e-mail, SMS, telefax) in relation to clients and opposing parties, unless the client explicitly requests that communication will not be conducted electronically, or that all electronic communication must be encrypted.

We renounce any liability for economic damages, loss of data or similar, that arise from the use of unencrypted electronic communication, technical issues, viruses and similar. We do not assume any liability for communication transmitted in error.

13. Documents and files

Files and documents associated with the client's case will be stored electronically or using image processing programs. Nordic Law does not assume any responsibility for proper storage, and the client should retain originals or copies of all communication with Nordic Law. Documentation received in connection with engagements will be stored for as long as Nordic Law deems suitable (usually 10 years). The documentation will be destroyed/deleted thereafter without giving advance notice or informing the client.

14. External advisors

Nordic Law's engagement is limited to advice and assistance based on Finnish law, unless otherwise specifically agreed. Should the need arise, Nordic Law will assist in establishing contact with counsel abroad who can advise on foreign law. Nordic Law can handle all communication with the foreign lawyer concerning the scope and performance of this portion of the engagement. However, Nordic Law requires that any engagement agreement is entered into directly between the client and the foreign lawyer, and that accounts are settled directly.

Nordic Law is not liable for services or advice rendered by consultants, experts, foreign lawyers or third parties, even if they have been chosen based on the recommendation of Nordic Law.

Nordic Law does not assume any legal liability for any errors in the advice rendered by foreign lawyers concerning foreign law.

Nordic Law will not engage other advisors in the matter without the client's approval. Nordic Law is not liable or responsible for any errors made by external advisors.



15. Termination of the engagement

The client is at any time free to terminate Nordic Law's engagement, unless otherwise agreed in the individual matter via a separate engagement letter.

Nordic Law is entitled to terminate its work on the matter in accordance with the provisions in Section 5.9 of the "Code of conduct for lawyers", which is published by the Finnish Bar Association.

Nordic Law shall provide reasonable notice prior to termination of the work. The client is obligated to pay Nordic Law's fees, costs and expenses, as well as the VAT accrued until the termination of work and any work that is necessary thereafter, regardless of who has terminated the engagement.

If an engagement is terminated and a fixed fee has been agreed on for the engagement, Nordic Law reserves the right to invoice the number of hours spent on the case.

Nordic Law has a possessory lien on all of the documents and any items of value we are in possession of pending payment of a claim.

16. Liability insurance

Certain guarantees and liability insurance must be provided in connection with the practice of law to cover any liability for damages incurred in this context.

Nordic Law's liability insurance coverage is broader than the minimum requirements applicable to lawyers.

17. Limitation of liability

Nordic Law's potential liability for damages, including liability for the lawyer responsible for the engagement and any other employees, is limited to the lesser of 1,5 times the size of the fee unless otherwise agreed in a separate engagement letter.

Nordic Law, the lawyer responsible for the engagement and any other employees are not, under any circumstances, liable for any form of indirect or consequential losses, including operating losses, loss of earnings, loss of goodwill, etc.

18. Amendments

The terms and conditions contained herein will be sent to the client in connection with the firm's finalizing of the engagement.

The terms and conditions are assumed to be accepted unless the client, within reasonable time, objects to the

lawyer responsible for the engagement.

Nordic Law reserves the right to reject an assignment if such an objection is made. Nordic Law reserves the right to amend or supplement these general terms and conditions of engagement, either on a general basis or in relation to an individual matter.

19. Governing law and dispute resolution

These terms and conditions and our engagement shall be governed by Finnish law without regard to its principles and rules on conflict of laws.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitral tribunal shall be composed of one (1) arbitrator.

The seat of arbitration shall be Helsinki, Finland.

Notwithstanding the foregoing, we shall have the right to refer claims concerning our uncontested fees, costs and expenses to the District Court of Helsinki or the competent court of the client's domicile.

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