

Nikula Legal Ltd

Law & Tax Services General Terms

These General Terms shall apply to all legal & tax services and assignments (“services”) provided by Nikula Legal Ltd (“Nikula Legal”) to its Client.

1. Conduct of Services

Nikula Legal shall perform the services according to good professional conduct and lawyer’s legal ethics in the best interests of the Client.

Nikula Legal shall provide its services primarily in Finland and often online or remotely. Regardless to where the services are rendered, Ms Anne Nikula, M.LL (qualified Judge) and the owner of Nikula Legal shall ensure the quality of the service. If a third-party law firm should be engaged to perform the duties under this Agreement, Nikula Legal shall always ask for the Client’s consent.

Nikula Legal identifies possible conflicts of interest before accepting any assignments. Thus, an assignment may be rejected without giving a specified reason.

Delivering information or documents can be conducted as established practice in electronic form. The communication by e-mail is guarded by obligation to preserve secrecy, but information security risks might be involved. Nikula Legal is not liable for any damage related to electronic communication, unless the damage is caused by damage arising from breach of professional obligations relating to the assignment by wilful misconduct or gross negligence.

The Client may request Nikula Legal to perform services by communicating such request by letter, by telephone or by email. Nikula Legal shall consequently confirm receipt of such request and/or material by using equivalent means of communication. The Parties may from time to time agree upon specific procedures to be followed in communications between them.

2. Client

The Client shall promptly communicate to Nikula Legal any and all necessary information relevant to rendering the services, as well as to provide Nikula Legal reasonable support to facilitate successful rendering of services.

The Client shall inform Nikula Legal lawyer in charge if the Client does not approve of communicating in electronic form.

The Client shall pay Nikula Legal any and all fees and expenses under this Agreement according to the agreed payment terms. The Client shall make to Nikula Legal any possible notifications within six (6) months from completion concerning the service performed. Nikula Legal may use the Client as its reference if the Client has not notified Nikula Legal the contrary.

Nikula Legal shall not use the Client's name as a reference nor in marketing.

3. Fees and Invoicing

The services are charged based on amount of used time and the applicable hourly fee(s), unless otherwise agreed. If the applicable hourly fee(s) is not separately agreed, Nikula Legal's price list, at the time when the Client requested Nikula Legal to perform services, shall apply.

Unless otherwise agreed with the Client, estimated overall fees shall serve as a general indication of the total service fee. Nikula Legal and the Client may separately agree upon fixed fees or other fee arrangements for services. The minimum time unit for charging purposes is a half of an hour (30 min). The prices given are exclusive of value added tax. Other expenses (e.g. travel expenses, daily allowance) will be charged separately. If not otherwise agreed, the travelling time that has been necessary for performing the Service will also be charged from Client.

If not otherwise agreed or the basis for fees indicate otherwise, Nikula Legal shall present an itemized specification, appended to the invoice delivered to the Client, on any and all expenses incurred as well as describing the services rendered and the amount of time that has been used as well as the basis for the fees. Nikula Legal may revise its hourly rates in accordance to the rise of expenses without a separate notice.

In the event that any expenses are incurred by Nikula Legal in rendering the Services, such expenses shall be invoiced from the Client in their actual total amount. Such expenses include registering and other expenses, travel, accommodation and courier expenses etc., without being limited to those. Nikula Legal reserves the right to request a reasonable retainer for fees or expenses at any time.

If not otherwise agreed, the payment term is seven (7) days net.

A late payment interest, to be defined and calculated in accordance with the provisions of the Finnish Interest Act (Act 633/1982), shall apply to any and all overdue payments. Nikula Legal is entitled to settle any due and delayed payments with interest from the Client's pre-payments or otherwise.

In the event that the Client has a legal expenses insurance, the Client shall be liable for that part of the invoice/invoices which is not settled by the insurance company. Client agrees to give Nikula Legal its permission to take measures which according to the terms of the legal expenses insurance will likely not be covered by the Client's legal expenses insurance policy in the event that such measures case they are deemed necessary for the purposes of performing the services. Nikula Legal shall invoice the Client for all such measures without giving effect to the compensation order, unless otherwise agreed with the Client.

Nikula Legal shall have the right to cease the provision of services / assignment if the Client fails to settle its due payments to Nikula Legal.

4. Rights to Results

The results of services shall include any and all deliverables or other material concerning the services and resulting thereof (including any and all intellectual property and other rights relating

to such material, including title and interest in and to, copyright and other intellectual property rights, without limitation) (the “Results”), including incomplete Results.

Nikula Legal hereby grants the Client a perpetual and irrevocable license to use the Results, provided however that the Client has fulfilled its payment obligations. Unless the Parties otherwise agree, the Client shall not have the right to, either wholly or in part, convey any Results to third parties, excluding the companies belonging to the same group of companies with the Client, such as the parent company of the Client or its affiliates or subsidiaries.

In the event that Nikula Legal utilizes its own resources (e.g. software), Nikula Legal shall be responsible to have obtained sufficient rights to those resources and documents that it may fulfil its duties without prejudicing the rights or interests of The Client.

5. Confidentiality

Nikula Legal and its employees are required by law to adhere to confidentiality obligations. Nikula Legal shall keep confidential all information or material originating from Client that are identified as confidential, or which should be understood as trade secret or otherwise confidential by its nature, and not to disclose such information or material to any third parties and not to use them for any other purposes than those specified in this Agreement.

Nikula Legal is responsible for taking care of committing possible third parties engaged to render the Services to accept a confidentiality policy that is in accordance with this.

6. Limitation of Liability

The Party shall not be liable for any indirect or consequential damages excluding the damages caused by willful misconduct or gross negligence or with a breach of confidentiality under this Agreement.

The maximum liability of Nikula Legal, its partners and employees for the services shall be limited to the amount of fees received from the client during the twelve-month period preceding the claim, however, not exceeding the maximum amount of Lexia’s professional liability insurance coverage, unless the damage has been caused by willful misconduct or gross negligence or by breach of confidentiality under this Agreement.

Under any circumstances, the liability of Nikula Legal shall be limited to damages arising out of errors and/or omission in performing the services.

Nikula Legal is not liable for services performed by third parties or possible damage, harm or expense caused due to Nikula Legal’s legal obligations, such as money laundering provisions.

7. Force Majeure

Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. The Party affected by an event of Force Majeure shall inform the other Party in writing without delay of its occurrence, probable duration and cessation.

Events of Force Majeure are events beyond the control of the Party occurring after the Effective Date of this Agreement and which were not reasonably foreseeable at the time of the Effective Date of the Agreement and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Events of Force Majeure shall include (without being limited to) war, civil unrest, strikes, lockouts and other general labour disputes, acts of government, communication breakdowns, natural disasters, exceptional weather conditions, fire and explosions.

When the duration of non-performance due to Force majeure exceeds four (4) weeks, either Party shall be entitled to terminate this Agreement with an immediate effect by communicating this to the other Party in writing. Also, if a conflict of interest situation materializes during the term of this Agreement, the provisions of this clause of termination shall apply.

8. Term

The client relationship with the Client shall remain in force until the Client has duly settled all Nikula Legal's outstanding invoices relating to the services or where the Parties agree to terminate client relationship. For the avoidance of any doubt, these General Terms shall apply to any and all later Service / assignments (subject to being separately agreed upon), unless otherwise agreed.

9. Dispute Resolution

Any and all disputes arising out of or relating to this Agreement between Parties shall be primarily settled in good faith negotiations between the Parties.

If the Parties fail to reach a mutually acceptable settlement in thirty (30) days' time, the dispute shall be finally settled in expedited arbitration proceedings in accordance with the Rules of the Arbitration Committee of the Finnish Central Chamber of Commerce by a sole (1) arbitrator pursuant to the regulations in force. The arbitration shall be conducted in Helsinki, Finland, in Finnish or English. The award shall be final and binding. However, the Parties have the right to claim any due payments by bringing an action in a competent court.

10. Applicable Law

This Agreement is governed by and shall be constructed in accordance with the laws of Finland excluding its choice of law rules.