

GENERAL TERMS OF ASSIGNMENTS OF FINSTA ATTORNEYS AT LAW LTD (FINSTA ASIANAJOTOIMISTO OY)

Updated on 10th of November, 2024

1 Providing Legal Services

1.1 These General Terms are in force for all legal services provided by Finsta Attorneys Ltd (hereinafter referred to as "Finsta", Business ID: 3087465-7, E-mail: finsta@finsta.fi, Domicile: Helsinki, Address: Fredrikinkatu 25 A 17, 00120 Helsinki, Finland & VAT Identification Number: FI30874657) to its clients.

1.2 Legal Assignments are carried out in a professional and meticulous manner in accordance with the Finnish Bar Association's Code of Conduct. More information on the Bar Association's Code of Conduct can be found on the Finnish Bar Association's website: www.asianajaliitto.fi. As part of the Code of Conduct we will evaluate whether there is any bias related to current or old clientele prior to accepting an assignment. As a consequence, we may have to turn down an assignment without always being able to justify the decision.

2 Fees

2.1 Our fee is based on the nature and urgency of the case, extent of workload and interest, as well as specific expertise and time required to complete the assignment. Assignments are charged according to the duration of time at units of 15 minutes each, with a minimum unit of 15 minutes. We may also agree on a fixed fee or other arrangements regarding the fee. Our Cost Estimate is solely indicative. In case the Cost Estimate is exceeded by more than 15 %, Finsta will specify the estimate as soon as it has been noted that the previous cost estimate will be exceeded, unless otherwise agreed with our client. If the compulsory Finland's legislation stipulates otherwise for private clients then those provisions shall be followed.

2.2 We reserve the right to request a reasonable advance payment for fees or expenses at any time. In case payments are made in advance, the amount paid will be taken into account as deductions in the final invoice. If an assignment is cancelled through circumstances independent of Finsta, amounts paid in advance will not be refunded.

2.3 Finsta reserves the right to review its fares without prior notice from time to time to reflect the rise in costs.

2.4 We charge separately for expenses as they materialise and to cover for other specific costs, such as travel expenses, fees for expert reports, fees collected by government agencies, and copying and printing expenses.

2.5 Travelling time is fully charged at hourly rates. Travel expenses are also charged in accordance with valid State Travel Regulations.

2.6 Whenever applicable, VAT is added to wages, expenses, and other charges.

2.7 Common legal document prices start at 630 euros (incl. VAT). These documents include Will and Testament, Prenuptial Agreement, Power of Attorney to be appointed as a Guardian

(edunvalvontavaltuutus), and Deed of Gift. and The starting prices are 1380 euros (incl. VAT) plus a separately agreed percentage that increases proportionately with the net value of the assets.

3 Terms of Payment

3.1 We generally charge clients on a monthly basis unless otherwise agreed. Expenses that are paid by an external party may be charged beforehand. Finsta always has the right to charge accrued fees at end of each financial period.

3.2 Unless otherwise agreed, the payment shall be made within 14 calendar days from the date of the invoice. Any delay in payment shall result in legal action to be taken to recover the remaining debt and interest on the late payment in accordance with the Finnish Interest Act for consumers. For other than consumers the interest rate shall be 16 % but if the Finnish Interest Act is higher than the before-mentioned the interest rate the latter shall be applied.

3.3 In case the payment is not made in due time, work towards the assignment may be suspended or completely terminated if the client fails to make the payment despite of a reminder.

3.4 We may under certain circumstances seize assets, documents, or other property that possibly belongs to the client until all the necessary payments have been made. Seized property may also be used to write off debts.

3.5 Assets on pooled accounts are dealt as if the client had deposited the assets directly to a concerned financial institution. We are not responsible for any defaults in payments by the financial institution that has accepted Client's deposit. We may, however, use assets (and any accrued interest) on behalf of the Client to pay for our invoices or part thereof.

4 Legal Fees Insurance and Legal Aid

4.1 The Client is provided with guidance on the use of legal fees insurance and legal aid. The Client is always responsible for making the decision whether he/she wants to resort to an external payer or not.

4.2 Unless otherwise agreed, the Client shall pay the invoice directly to Finsta also in such cases where the Client has a legal fees insurance.

4.3 Finsta has the right to charge the Client for any fees or other expenses to the extent that is not wholly covered by the insurance. In case the amount to be refunded is reduced by the insurance company or the court reduces the amount to be paid by the opponent, Finsta has nevertheless right to charge the full amount from its Client.

4.4 Invoicing in legal aid cases is conducted in accordance with rules governing legal aid.

5 Conduct of an Assignment

5.1 We pay close attention to the Client's interests and rights and we carry out our assignments with adequate care, professionalism, and within a reasonable time considering the circumstances. In principle we will not accept an assignment in case we feel our Client would be clearly incorrect. Instead, we will inform the Client on our reasoning and advise him/her to either find a solution or turn to another service provider.

5.2 Finsta has a professional and statutory obligation not to disclose any confidential information concerning the client, unless Finsta is otherwise instructed by the client or obliged by law. Our E-mail and internet connections are secured in accordance with the requirements of the Finnish Bar Association. However, electronic transmission of classified information or documents is never risk-free. For instance, external parties may gain access to unsecured information and malicious software may be transferred via messages. In case the client does not accept the use of electronic communication, he/she shall notify Finsta of such in writing prior to the assignment. In such case we will assess whether there are grounds for us to accept such assignment. Unless professional duties are violated intentionally or with gross negligence, Finsta shall not be held liable for any damages caused by electronic communication.

5.3 The person responsible for the assignment may use the support of other company employees to fulfil his/her duties regarding the assignment. Finsta is entitled to replace the responsible person to another employee by prior notification to the client.

5.4 We are also entitled to use the support of external parties and to obtain an expert report when deemed necessary in order to carry out the assignment. In case this leads to significant expenses incurring, use of such support shall be agreed between Finsta and the client.

6 Responsibilities of the client

6.1 The Client shall foster cooperation by a) responding to our requests regarding the assignment without undue delay, b) providing comprehensive and accurate information regarding the assignment both initially as well as during the course of the assignment, c) providing complete and relevant contextual information as well as all essential documents before the assignment commences, and d) notifying of any changes in circumstances regarding the assignment without undue delay. We have the right to rely on the fact that we have received all essential information regarding the assignment. Both Finsta and the Client shall take into account all formal deadlines that they have been communicated to them.

6.2 When information is retrieved from public registers (such as trade register or land register) in connection with the assignment, we expect such information to be comprehensive, accurate, and up-to-date at the time of retrieval of information.

6.3 In case instructions are not received from the Client well before the expiry of the deadline, Finsta has the right to file for an extension of the deadline if that is possible and if circumstances do not dictate otherwise. We have the right for a reasonable compensation for measures taken to file for an extension.

6.4 Whenever a Client is provided with a document that has been drawn up by Finsta for reviewing and commenting, the Client shall verify all the information presented on the document is accurate. We have the right to presume that the Client accepts contents of the document unless otherwise indicated by the Client without undue delay.

6.5 Our Client shall make any remarks concerning our services within one (1) month of receiving such service, and in any case no later than six (6) months after the measure that is subject to such remark. Dissatisfied Client may alternatively submit a written complaint to the Disciplinary Board of the Finnish Bar Association (www.valvontalautakunta.fi) that has the right to issue a recommendation concerning our remuneration, as an example. The Client has the option of making a complaint to the Disciplinary Board regarding the conduct of Finsta including its an attorney or other employees of Finsta. Both procedures are free of charge to the Clients.

6.6 In regarding to the insurance that may used to cover legal fees and expenses the Client may turn to the Finnish Financial Ombudsman Bureau (www.fine.fi/en/about-us/contact-information.html).

6.7 Furthermore, a dispute may be brought before the Consumer Disputes Board by private consumers (www.kuluttajariita.fi/en/index.html). The Consumer Disputes Board may dismiss a case unless the consumer has initially contacted Consumer Advisory Services. Contact information for Consumer Advisory Services: <https://www.kkv.fi/en/consumeradvice/>.

7 Suspension or Termination of an Assignment

7.1 The Client may terminate the service provider-client relationship at any time by contacting us.

7.2 In case Finsta does not receive instructions concerning the assignment and/or possible payments requested in connection with the assignment, we have the right to presume that the Client intends to withdraw from the assignment.

7.3 We will always notify the Client in case the assignment is to be suspended. This will, however, not affect our right to later terminate the assignment.

7.4 We only terminate an assignment where fully justified. Termination may be justified in case the client fails to make a payment in due time, instructs us to act contrary to law or the Code of Conduct of the Finnish Bar Association, or mutual trust with the client is lost. In addition to the abovementioned, there may be other grounds to terminate the assignment.

7.5 The Client is obligated to pay all outstanding fees and expenses that have accumulated up to the end of the assignment (both before the end of the assignment as well as subsequent invoices) regardless of which party terminated the service provider-client relationship. The assignment is considered terminated only when the assignment no longer requires any further action from Finsta.

8 Limitation of liability and liability insurance

8.1 The liability of Finsta and its employees for any damages incurred in the exercise of their duties in relation to the assignment shall be limited to those damages caused by a fault in professional matters and to a value no more than the coverage limit of an indemnity insurance set. Currently that is 500.000 euros. The deductible of the insurance is 600 euros.

8.2 We are not liable for consequential or indirect damages or losses. We are neither liable for any damages to third parties or other claims.

8.3 Finsta has a valid liability insurance from Keskinäinen Vakuutusyhtiö Fennia, Business ID: 0196826-7. Information can be found on www.fennia.fi.

8.4 Rules on the limitation of liability as stated in this chapter do not apply to private consumers.

9 Data protection

9.1 We may process and store personal data provided by the Client as well as information received from relevant credit registers (hereinafter referred to as "Personal Data"). Personal Data may be related to the client or other persons. Personal Data is processed in accordance with the Data Protection Act (1050/2018) and the General Data Protection Regulation (GDPR).

9.2 We collect Personal Data from our client, third parties, and registers on behalf of the client. We may collect, inter alia, the following Personal Data: name, address, contact information, nationality, date of birth; accounting data and financial information, and sensitive information.

9.3 We process Personal Data in order to provide legal or other similar services to our client and to handle possible enquiries by the client or authorised representative; to contact client or client's contact person by post, phone, and email in connection with offering legal or other similar services, unless client or client's contact person indicates that it no longer wishes to receive such information; to comply with applicable laws and regulation or to respond to requirements facing us or to take measures to the benefit of our economic interests, where necessary; for other (applicable) legal, administrative, managerial purposes such as auditing or research.

9.4 As a rule, we do not share Personal Data with third parties.

9.5 Detailed information on the process of the Personal Data can be found on Finsta's privacy statement on www.finsta.fi.

10 Copyrights

Copyrights and other intellectual property rights to all documents and other materials drawn by Finsta remain intact under all circumstances. The client has non-exclusive right to use such documents and other materials for the purpose for which they were drawn to the Client.

11 Preventing Money Laundering

We are obligated to comply with the Act on Detecting and Preventing Money Laundering and Terrorist Financing (L 2017/444). As part of this obligation, it is our duty to identify our client and his/her representatives and beneficial owners as well as to possibly obtain other statements. These reviews are conducted when first accepting the assignment as well as during the course of the assignment. It is possible that the assignment cannot be commenced before all required reviews have been finalized.

12 Applicable Law and Dispute Resolution

The service provider-client relationship shall be governed by Finnish law, except where rule of conflict is applicable. Conflicts in conjunction with this agreement shall be determined confidentially by sole (1) arbitrator in Finland in accordance with the Arbitration Rules of the Finland Chamber of Commerce. However, matters relating to receivable dues may be brought before a competent court in Finland by either party. Despite the above-mentioned, disputes concerning consumers shall be decided in the court of the defendant's place of residence.

13 Further Information

Further information about Finsta can be found on www.finsta.fi.