Wiidare

1. Applicability. These general terms and conditions ("Terms") apply to all services provided by Wiidare Ltd (business ID 2983075-3, "Wiidare" or "we") to its clients ("Client" or "you"). The Client is deemed to have accepted these Terms by engaging us, unless otherwise agreed in writing. In the event of a conflict between several general terms and conditions, these Terms shall take precedence in the order of application. The English text of these Terms prevails over other language versions.

2. <u>Scope</u>. We usually agree on our role and the scope of our services with the Client at the beginning of our engagement. Our services are tailored to the circumstances, facts, and the instructions given by you. We are not obligated to verify information or documents given by the Client to us for the purposes of providing our services. Any services or any advice provided by us may not be relied on in any other engagement, or by any other party than the Client, or used for any purpose other than that for which it was given. Our legal advice is limited to concern the laws of Finland. Any views or statements given by us with respect to laws of any other jurisdiction do not constitute legal advice regarding such foreign laws, and we recommend that you obtain legal advice from a lawyer gualified to practice law in such other jurisdiction. Our services do not include any advice or consultation regarding tax legislation or tax-related issues. Any taxrelated services or advice should be sought by the Client from other service providers.

3. <u>Team</u>. You will have at your service a dedicated Legal Business Partner who is primarily responsible for our services to you. Please note that your engagement is with Wildare and not with any individual member of our personnel. We have the right to select and change the team providing services to you also during an on-going engagement.

4. <u>Identification</u>. We may be required under applicable laws to verify our Client's or prospective Client's identity, ownership structure, background, possible sanction listing status, and the origin of funds and other assets. We may request you to provide thereto-related information. We are required to report suspicions of money laundering or financing of terrorism to relevant authorities and are prevented from informing the Client of our suspicions or that a report has been, or will be, made.

5. Confidentiality. Wiidare and the Client shall maintain the confidentiality of any information received from the other party that is marked confidential or that should be understood to be treated as confidential. The parties shall disclose and use such information only for the purposes for which they were intended. Disclosure of confidential information within a party is permitted on a need-to-know basis, and disclosure by Wiidare to third parties is permitted based on the Client's express or implied consent for the purposes of providing services to the Client. Disclosure of confidential information is permitted if (a) required by applicable laws, (b) disclosure is necessary for Wiidare to defend itself against any claim presented at us, or (c) disclosure is necessary for Wiidare to collect an unpaid receivable from the Client. Any confidentiality obligations shall remain in force regardless of any termination or expiry of our engagement. The parties are entitled, within the limits of applicable laws, to retain also after termination of the engagement copies of information which have been received, generated or delivered in relation to the engagement.

6. <u>References</u>. We may ask for your permission to use the Client's name, logo, nature of our engagement and/or similar information as a reference. Providing a reference is completely optional.

7. Fees and Costs. We offer a variety of pricing models depending on our services. Our applicable fees are usually set forth in our written offer or otherwise at the beginning of our engagement. If we have not agreed on other fee structures, our fees are based on the applicable hourly rates. We are entitled to charge reasonable expenses to carry out the services. In court cases, arbitration and other contentious matters, the Client is responsible for paying our fees and expenses even if the opposing party is ordered to pay them or they are covered by legal expenses insurance. We shall have the right to amend our applicable fees by notifying the Client at least 30 days before the amendments enter into force. If the Client opposes to the application of the amended fees, the Client shall notify us within 14 days from having received information about the amendments. If the parties do not then agree otherwise, the contract under which our services are provided to the Client terminates when the amended fees enter into force.

8. Invoicing. We normally invoice our services on a monthly basis. The term of payment is seven (7) days from the date of invoice. Value added tax (VAT) shall be added to our fees in accordance with applicable laws. Any unpaid and overdue payments are subject to penalty interest in accordance with the Finnish Interest Act. If our invoices remain unpaid after the due date, we reserve the right to decline providing services to you. 9. Other Service Providers. We may from time to time identify and recommend other service providers to you either in connection with our engagement or otherwise. We assume no responsibility or liability for recommending them to you or for the advice given by them. We do not accept any responsibility for quotes, estimates or fees given or charged by such other service providers.

10. <u>Communications</u>. We communicate with our Clients in different ways. The Client consents to the use of e-mail and other electronic means of communication in the provision of our services. We may recommend using certain third-party software, systems or electronic workspaces ("Software") to collaborate more efficiently. We recommend that you verify the level of security before you use them. We do not assume any liability for damages or losses that may result from the use of such Software.

11. <u>Intellectual Property</u>. Copyright and any other intellectual property rights ("IPR") in all materials that we generate are retained by us, although you have the right to use such materials for the purposes for which they have been provided. Trademarks and any other IPR protecting Wiidare's brand are the sole property of



Wiidare and/or its licensors. You are not allowed to use them without the rightsholders' prior written consent.

12. <u>Personal Data</u>. We process personal data in accordance with applicable data protection laws for the purposes of, for example, providing services, managing client relationships and identifying clients. More information about how we process personal data is available in our privacy notices at www.wiidare.com.
13. <u>Termination</u>. Unless otherwise agreed in writing, either party may terminate the contract under which our services are provided to the Client at any time by providing the other party written notice thereof. In case of termination or expiry of the contract between us, you are obliged to pay our fees for the services provided and the costs incurred prior and up to the termination or expiry of your engagement with us.

14. <u>Conflicts</u>. At times, we may be unable to provide you services due to conflicts of interest or other reasons. Wiidare shall have the right to decide whether it will take on the Client's engagement. If conflicts of interest arise during an on-going engagement, we are entitled to withdraw from the engagement, and the Client shall pay any accrued fees and costs in accordance with Sections 7 and 8 of these Terms.

15. Liability. We are not liable towards any other party than the Client. Our maximum aggregate liability arising out of or in connection with any services provided under any contract with you and/or these Terms, shall be limited to (a) the agreed aggregate fees payable for the respective services, or (b) one hundred thousand (100,000.00) euros, whichever is lower. The amount of our liability shall be reduced by any amounts that you may obtain from any insurance coverage, or from any contractual or indemnity undertaking made in favor of the Client. We shall not in any event be liable for any (a) losses of profit, revenue, contracts, goodwill or data, or for any (b) indirect or consequential damages or losses. Any claim against Wiidare must be presented to us in writing within twelve (12) months as from the date when you received our services or advice resulting in the alleged damage or loss. If you do not make your claim within the above time limit, we are not liable for the damage or loss. In any event, our owners' and employees' personal liability for any damages or losses is expressly excluded. Wiidare is not responsible for any delay or damage resulting from an impediment beyond our control that we could not reasonably have anticipated at the time of accepting the Client's engagement, and whose consequences we could not reasonably have avoided or overcome. An impediment of our subcontractor is considered such an impediment if its performance cannot be carried out or procured otherwise without unreasonable cost or delay.

16. <u>Insurance</u>. We encourage you to inquire from your insurer whether your possible legal expenses insurance is applicable to our engagement. Please note that Wiidare is not responsible for whether or not our fees and expenses are covered by your insurance. Our liability for the services provided shall be limited in accordance with these Terms regardless of any professional liability insurance coverage we may hold from time to time. We are not obliged to provide you with any details of such insurance. If you are compensated by us or our insurers

in respect of a claim, you shall assign the right of recourse against any third parties to us and/or our insurers.

17. <u>Amendments</u>. These Terms may be amended by us from time to time. The latest version can be found on our website at www.wiidare.com. We shall have the right to amend these Terms by notifying the Client at least 30 days before the amendments enter into force. If the Client opposes to the application of the amended Terms, the Client must notify us within 14 days from having received information about the amendments. If the parties do not then agree otherwise, the contract under which our services are provided to the Client terminates when the amended Terms enter into force.

18. <u>Applicable Law</u>. These Terms and any contract between you and Wiidare under which any services are provided to you by Wiidare are exclusively governed by and construed in accordance with the laws of Finland.

19. <u>Jurisdiction</u>. Any dispute, controversy or claim that may arise out of or in connection with these Terms (and/or any contract between you and Wiidare under which any services are provided to you by Wiidare) or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. Regardless of the foregoing, we are entitled to commence proceedings to recover any undisputed amount due to us in the Helsinki District Court or any court with jurisdiction over the Client or any of the Client's assets.

20. <u>Inquiries</u>. If you have any questions or concerns relating to these Terms or our services, please contact your dedicated Legal Business Partner or any member of our management.