

## MAGNUSSON FINLAND GENERAL TERMS AND CONDITIONS

Valid as of 1 January 2026

### 1 Application

These general terms and conditions apply to all services and advice provided to clients by Attorneys-at-Law Magnusson Ltd ("Magnusson", "we" or "us"), unless otherwise specifically agreed in writing.

### 2 Code of Conduct

In providing our services, we are required to observe and comply with the codes of conduct applying to members (attorneys-at-law) of the Finnish Bar Association ("Code").

### 3 Information required before the assignment

Prior to accepting an assignment, you must provide us with certain information for us to confirm that we have no conflicts of interest and that you have no connections to money laundering or the financing of terrorism and confirm that you are not subject to any trade sanctions.

### 4 Processing of information

4.1 We process personal data in accordance with applicable data protection laws. We are the controller of the personal data which is obtained during the course of the assignment. Magnusson processes your personal data for the purposes and in the manner set out in our privacy policy available at [www.magnussonlaw.com/fi/privacy-policy/](http://www.magnussonlaw.com/fi/privacy-policy/).

4.2 We retain all documents and files in accordance with the applicable Code. We primarily store documents in digital form. We reserve the right to delete any material in our possession relating to engagements 10 years after the end of the engagement, unless otherwise agreed upon.

4.3 We operate and communicate electronically via the internet and email and use electronic work tools, AI tools and cloud-based solutions. These entail risks from an information security and confidentiality perspective and we assume no liability for such risks.

### 5 Services

5.1 Our advice is tailored to the circumstances in the particular engagement, the facts presented to us

and your instructions. Accordingly, the advice may not be relied on in any other matter or used for any other purpose than that for which it was given. The advice we give the client during an engagement is based on the facts and the legal position at the time it is given.

5.2 We do not provide financial advice nor are liable for the tax consequences of an assignment, unless otherwise agreed with you in writing.

5.3 We provide advice only in respect of Finnish law. Based on our general experience, we may express views on legal issues in other jurisdictions. What we express in those instances is not legal advice that you may rely on. Such advice must be confirmed by lawyers qualified in the relevant jurisdiction.

5.4 Our advice never implies any guarantee of a certain outcome.

### 6 Confidentiality and disclosure

6.1 We will treat all information you disclose to us as confidential and in accordance with the Code. Magnusson is, however, in certain instances required by law to make certain disclosures.

6.2 Under Council Directive (EU) 2018/822 ("DAC6"), advisers are obliged to provide information about cross-border tax planning arrangements to the relevant tax authorities. The duty of confidentiality applying to members of the Finnish Bar Association prevents us from reporting such arrangements unless you expressly instruct us to do so. If you do not instruct us to report the arrangement, you are responsible for ensuring that it is reported by you or your other advisers to the relevant tax authorities.

6.3 If we use other advisors or work with your other advisors in the assignment, we may share information with them and we shall not be responsible for any act of omission of such advisors not specifically engaged by us to assist in the matter.

6.4 We may disclose Magnusson's involvement on your behalf and other information that is already in the public domain (including your commercial sign and trademark) on our website, marketing material and social media. We may use the client's

commercial sign and trademark in our offers, submissions to publications ranking law firms and other confidential materials for reference purposes. We may also use other matter related information for the purpose of providing submissions to legal ranking institutes, marked as confidential.

## **7 Fees and expenses**

- 7.1 Fees are charged in compliance with the Code and our fees are normally determined on the basis of a number of factors such as time spent, the complexity of the work, the qualifications, experience and resources required, the amounts involved, the risks assumed (if any) by Magnusson, time constraints and the result achieved.
- 7.2 We increase our hourly rates on an annual basis.
- 7.3 On request, we will provide you with a fee estimate at the commencement of an engagement and, depending on the nature of the engagement, we may also agree on a budget or other fee arrangement. Any fee estimate is based on the facts available to us and our understanding of the scope of our engagement at the time when the estimate is provided. A fee estimate does not constitute a fixed or capped fee arrangement. The actual and invoiced fee is charged in accordance with clause 7.1 and may deviate from our fee estimate.
- 7.4 If we have agreed on or provided information on our hourly fee rates expressed in any other currency than the Euro currency (EUR), we reserve the right to adjust the hourly rates in the event of changes in the currency rate between EUR and the relevant foreign currency to reflect such fluctuations.
- 7.5 We charge our reasonable expenses that arise in connection with the assignment, such as registration fees, fees for database searches, translations and travel. We will agree on the use of third-party experts with you in advance.
- 7.6 Value added tax will be charged in accordance with Finnish law.

## **8 Invoicing and payment**

- 8.1 Magnusson's normal practice is to send invoices on a monthly basis. Each invoice sets out its due date, which is 14 days from the invoice date, unless expressly agreed otherwise. Interest on overdue payment will be charged according to the Finnish Interest Act.
- 8.2 In certain cases, we may request an advance payment which we may use to settle our invoices. The amount of such advance payment is not an indication of the total cost of our service. After the assignment, we will return any unused advance payment, provided that all our charges have been settled.

- 8.3 All payments to us shall be made by bank transfer in Euros to the account stated on our invoices. Each party shall bear their own banking costs.

- 8.4 In court and arbitration proceedings, the losing party may be ordered to pay some of the costs of the winning party, or you may have a legal cost insurance. Even in such case you are liable to pay our invoices timely and in full.

- 8.5 In cases with more than one client, the clients are jointly and severally liable for the full invoiced amount.

## **9 Liability and limitations**

- 9.1 Magnusson's liability for any loss suffered by you shall in respect of each assignment be limited to 1,000,000 euros.
- 9.2 If the client has also been advised by another adviser or expert in the case leading to our liability, and the responsibility of that adviser or expert is limited to a lower amount than that of Magnusson, our liability is limited to the amount equal to the liability of the adviser or expert used by the client.
- 9.3 Other advisers and professionals shall be deemed independent of us, irrespective of whether we or you have engaged them. We assume no liability for other advisers or professionals including, without limitation, for choosing or recommending them or for their advice or other services provided. This applies regardless of whether they report to us or to you.
- 9.4 We shall not have any liability for any loss or damage suffered as a result of the use by you of our work products or advice in any other context or for any other purpose than for which it was given.
- 9.5 We are not liable for loss of production, business, profit or any other indirect or consequential loss or damage.
- 9.6 We shall not have any liability for any loss or damage suffered as a result of events or circumstances beyond our control, which events we could not have reasonably anticipated at the time we accepted the assignment.
- 9.7 If we agree that an outside party may rely on our work products or advice, this will not increase or otherwise affect our liability to our disadvantage, and we can only be held liable to such outside party to the extent we are liable to you. Any amount payable to an outside party as a result of such liability will reduce our liability to you correspondingly and vice versa. No client relationship with such outside party is assumed. The aforesaid applies also if we issue certificates, opinions or the like to an outside party.

## **10 Complaints and claims procedures**

- 10.1 A claim towards us must be accompanied by a written account of our alleged fault, negligence or breach and the estimated loss or damage. No claim may be made later than six (6) months after the date the circumstances giving rise to the claim became known or should have become known to you after reasonable investigations.
- 10.2 If you are reimbursed by us or our insurers in respect of a claim, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to us or our insurers by way of subrogation or assignment.
- 10.3 We comply with the Code of Conduct of the Finnish Bar Association. If you feel that our firm or our experts have violated the Code of Conduct, you may lodge a complaint with the Disciplinary Board of the Finnish Bar Association. We will provide more information on filing a complaint, if necessary.
- 10.4 If you are not satisfied with our fees, you may request a fee recommendation from the Disciplinary Board of the Finnish Bar Association.

## **11 Termination of engagement**

- 11.1 You may terminate our engagement at any time by requesting us in writing to cease acting for you.
- 11.2 Applicable law and the Code may require or allow us to decline or withdraw from representing a client.
- 11.3 If our engagement is terminated by either party, you must still pay our fees for services provided and expenses incurred up and including the date of termination.

## **12 Governing law and dispute**

- 12.1 Our terms and conditions and our assignments are governed by the substantive laws of Finland.
  - 12.2 Any disputes arising from these general terms and conditions or our assignments shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland.
  - 12.3 Notwithstanding the above, we shall be entitled to commence proceedings regarding our receivables in the Helsinki District Court or the court of your domicile or the court in whose jurisdiction you have any assets.
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