

## Terms and Conditions: Privatum Justicia

These terms and conditions apply to all assignments that **Privatum Justicia / Carlsson Capital Oy Ab** business-ID: (3513703-1), hereinafter PRIVATUM JUSTICIA, performs for its clients, however, only to the extent that they do not conflict with specifically agreed terms and conditions in an assignment agreement between PRIVATUM JUSTICIA and the client.

These Terms and Conditions may at any time be updated by PRIVATUM JUSTICIA. The latest version of the Terms is always available on the PRIVATUM JUSTICIA website. A change in Terms only applies to assignments commenced after the change has been published on the website.

### 1. Introduction

PRIVATUM JUSTICIA works independently to provide You with the resources and knowledge needed for the assignment. During the engagement, the scope of PRIVATUM JUSTICIA's resources may change and PRIVATUM JUSTICIA may also change the staffing of the engagement. If necessary and by special agreement, external advisors, consultants or experts may also be engaged.

All issues within a single dispute, business transaction or business arrangement shall be considered as one (1) assignment even if it involves several related companies, if it is handled by different lawyers within PRIVATUM JUSTICIA and even if different invoices are issued.

PRIVATUM JUSTICIA's advice in the Engagement is tailored to the Engagement and to the circumstances presented to PRIVATUM JUSTICIA. You may therefore not use or rely on the advice for any other purpose or purpose than that for which PRIVATUM JUSTICIA provided it. Unless otherwise agreed between and You, the advice in the engagement does not cover the possible tax consequences of the engagement. Unless otherwise stated, PRIVATUM JUSTICIA does not independently verify the information provided to PRIVATUM JUSTICIA for the engagement. Unless otherwise stated, PRIVATUM JUSTICIA assumes that the material provided and reviewed is accurate and complete and that no relevant information or documents have been withheld. Any changes in the information contained in the

provided PRIVATUM JUSTICIA must be notified without delay of material. PRIVATUM JUSTICIA's advice in the engagement relates only to Finnish law and does not extend to any other jurisdiction, unless otherwise expressly agreed. If and to the extent that PRIVATUM JUSTICIA expresses an opinion on the law of other jurisdictions, such an opinion is based solely on PRIVATUM JUSTICIA's general experience of legal matters in such jurisdictions, unless otherwise expressly agreed. Such statements are not to be considered as legal advice. However, will, if necessary, assist You in obtaining the necessary advice from legal professionals operating in such jurisdictions.

### 2. Confidentiality

PRIVATUM JUSTICIA's lawyers and other employees are bound by a duty of confidentiality under, inter alia, the rules of the Code of Judicial Procedure. PRIVATUM JUSTICIA will not disclose any non-public information to third parties, unless it is done as part of the performance of the assignment or with Your consent. If external advisors, consultants or experts are engaged, such information and material will be disclosed as is relevant for the contractor to perform the assignment.

### 3. Data Protection

PRIVATUM JUSTICIA processes certain data in order to perform the assignment. In addition, PRIVATUM JUSTICIA is required by law to collect and preserve evidence and certain documentation regarding the identity of its clients, their representatives and ownership, among other things to prevent money laundering and terrorist financing. In some cases, PRIVATUM JUSTICIA is also required to verify the origin of our clients' funds and other assets and to investigate the client's possible politically exposed position. PRIVATUM JUSTICIA may therefore ask you to provide personal data, identity documents and other documentation about you, your company or other people involved in the assignment. Such requests may be made even after an engagement has commenced. If you do not provide the documentation requested by us PRIVATUM JUSTICIA may be required by law and by the Code of Conduct to immediately terminate the engagement and the relationship with you. PRIVATUM JUSTICIA may also be obliged to

disclose certain information to authorities also in other cases where it is expressly provided for by law.

#### **4. Publicity and marketing**

Unless otherwise agreed, we reserve the right to include your name as our client and a brief description of the engagement in connection with quotations to other clients and in connection with information submitted to legal directories and databases. In the case of transactions and other similar engagements, you agree that we may disclose that you have engaged us for the engagement when the transaction or engagement becomes public knowledge. If a particular transaction has become publicly known, PRIVATUM JUSTITIA may disclose its engagement to You in its marketing materials and on its website. Information about the transaction as such may only contain information that is already in the public domain. If PRIVATUM JUSTITIA has reason to believe that You do not wish be disclosed PRIVATUM JUSTITIA's involvement in the engagement to, PRIVATUM JUSTITIA will obtain Your express consent prior to disclosure.

#### **5. Document management and copyright**

PRIVATUM JUSTITIA's document management is digital and when PRIVATUM JUSTITIA receives a physical document, the document is digitized.

Original documents, as well as documents that by law or other regulation cannot be archived electronically, are physically stored and archived and returned to the client upon completion of the engagement or when necessary. Unless otherwise agreed between and You and PRIVATUM JUSTITIA will send all original documents to You upon completion of the engagement. PRIVATUM JUSTITIA will keep copies of documents for its own archiving.

PRIVATUM JUSTITIA owns the copyright and other intellectual property rights to the work product created by the firm in an assignment. You have the right to use the result for the purpose(s) for which the work product has been produced. PRIVATUM JUSTITIA appreciates that you do not generally distribute or use such work results in marketing.

#### **6. Fees and invoicing**

Unless otherwise agreed between and You and PRIVATUM JUSTITIA the following shall be taken into account:

- (a) the skill and experience required for the task
- (b) the results achieved
- (c) the time spent
- (d) the value of the assignment
- (e) any risks to PRIVATUM JUSTITIA; and
- (f) any time constraints that applied to the assignment.

In addition to PRIVATUM JUSTITIA's fees, you may be charged for travel, accommodation and other direct expenses, such as government fees and registration fees. PRIVATUM JUSTITIA will normally advance minor expenses on Your behalf and charge You for them in arrears, but PRIVATUM JUSTITIA may instead ask You to advance such expenses or forward the invoice for the expense to You for payment. If the charges are significant, PRIVATUM JUSTITIA is entitled to advance payment if the charges are necessary for the further performance of the engagement.

PRIVATUM JUSTITIA normally applies monthly invoicing. PRIVATUM JUSTITIA may also provide You with regular information on fees earned. Unless otherwise agreed between and You, the payment term for PRIVATUM JUSTITIA's invoices are ten (10) days for company clients, and fourteen (14) days for private individuals. In case of late payment, charges penalty interest according to the Interest Act. VAT will be added to the invoice in accordance with applicable tax legislation.

If You are entitled to insurance compensation or are awarded by a court or other authority the right to compensation for legal expenses, to cover all or part of PRIVATUM JUSTITIA's fees, You are nevertheless responsible for ensuring that PRIVATUM JUSTITIA's fees are paid in the amount and at the time they are invoiced and due. Also, insurance policies do not always cover VAT and normally have a significant excess and a maximum amount of compensation.

If Your insurer advances or pays part of the fee on account, such payment will be deducted from PRIVATUM JUSTITIA's claim only when payment is made. PRIVATUM JUSTITIA reserves the right to issue an invoice for its fee on account. If this is the



case, the final invoice for the assignment will state the total fee, whereby the fee paid by You on account will be deducted.

PRIVATUM JUSTICIA reserves the right to request advance payments, both before the firm begins its work on an assignment and during the assignment. PRIVATUM JUSTICIA's right to advance payment applies continuously during the assignment. The advance shall be used to settle future expenses and fee invoices. Normally, advances are deducted from invoices only when an assignment is completed. As the lawyer is normally prevented from requesting an advance that is larger than the expected fee, PRIVATUM JUSTICIA's final fee will usually be higher than the advance amount.

PRIVATUM JUSTICIA always seeks to provide legal services at fees that are attractive. At your request, PRIVATUM JUSTICIA will at the beginning of an assignment provide you with an estimate of our fee for the assignment and PRIVATUM JUSTICIA may also, if and to the extent appropriate and possible, agree on a budget or other arrangement for the assignment. In the case of limited and less extensive assignments where the time required can be estimated in advance, a quote can be provided under certain conditions.

PRIVATUM JUSTICIA reserves the right to revise its fee estimate, budget or other arrangement when it has reason to believe that the information is no longer accurate, or the objectives are no longer achievable. All amounts are exclusive of VAT.

## **7. Liability and limitations of liability**

PRIVATUM JUSTICIA's liability is limited to the content of the final written deliverables. PRIVATUM JUSTICIA is under no circumstances liable for oral comments or drafts, nor for course material or newsletters or similar material not included in individual assignments. If you wish to act on the basis of an oral statement, we ask you to discuss the matter with us so that we can compile a written and appropriate performance on which you can rely. The limitations of liability set out in this section apply equally to our partners and other staff, as well as former partners and staff, in relation to any damage or loss suffered by you.

PRIVATUM JUSTICIA's aggregate maximum liability to the Client for the performance of the engagement is limited to direct economic loss caused by fault or negligence with a maximum cap of 200 000 EUR. Our liability shall be reduced by

the amount of any Your insurance or other compensation or indemnification to which are entitled.

PRIVATUM JUSTICIA shall not be liable for any loss of production or profit or any other indirect, incidental, consequential or punitive loss. PRIVATUM JUSTICIA shall have no liability to any third party arising from Your use of documents or other advice provided by PRIVATUM JUSTICIA. Unless otherwise agreed between and You, PRIVATUM JUSTICIA shall not be liable for failure to meet any schedule or for failure to complete any part of the work within the proposed timeframes, or for failure to commence or continue its work due to circumstances beyond its control.

If PRIVATUM JUSTICIA, at Your request, agrees in writing that a third party may rely on advice or a document prepared by PRIVATUM JUSTICIA and expressly accepts liability also towards the third party, this shall not increase or otherwise affect PRIVATUM JUSTICIA's liability. PRIVATUM JUSTICIA's liability to such third party is the same as its liability to You. Any amounts paid by to the third party as a result of such liability shall correspondingly reduce PRIVATUM JUSTICIA's liability to You. Even if PRIVATUM JUSTICIA has specifically agreed that a third party may rely on advice or a document prepared by PRIVATUM JUSTICIA, PRIVATUM JUSTICIA does not thereby assume any advisor liability towards such third party.

PRIVATUM JUSTICIA may, in addition to what is stated in these terms and conditions, apply special limitations of liability for certain assignments or sub-assignments. You will be informed of such limitations of liability prior to the assignment or sub-assignment.

## **8. Communication**

PRIVATUM JUSTICIA appreciates if you notify the relevant in charge of the case lawyer in case you do not want to communicate via internet or email. PRIVATUM JUSTICIA's spam and virus filters and security arrangements may sometimes filter e-mails. Therefore, please follow up important emails by phone call.

## **9. Right of withdrawal for consumers**

Under Chapter 6, Section 14 of the Consumer Protection Act, a consumer has the right to cancel a contract concluded by telephone, letter or email



or via the website or any other means of distance communication by notifying the contractor within fourteen (14) days of receiving the confirmation of the contract. However, the consumer does not have this right of withdrawal if the performance of the contract has begun with the consumer's consent.

#### **10. Termination of the assignment**

You have the right to terminate the mandate at any time. To terminate the engagement, You shall notify PRIVATUM JUSTICIA in writing that You wish to terminate the engagement. You are obliged to pay fees and expenses for time spent by us for the provision of the services until You inform in the aforementioned manner PRIVATUM JUSTICIA of the termination.

PRIVATUM JUSTICIA, for its part, has the right to terminate the engagement in accordance with the Code of Conduct of the Finnish Bar Association. In accordance with these rules, we are entitled, among other things, to terminate the contract in the event of late payment. Termination of the agreement does not release you from fulfilling the remaining payments for work performed and costs incurred before the termination of the agreement. You also undertake to sign the documents needed to conclude the contract.

#### **11. Complaints and claims**

PRIVATUM JUSTICIA's business is based on the satisfaction of its clients with the services provided and that PRIVATUM JUSTICIA's advice meets and preferably exceeds the clients' expectations. However, should you be dissatisfied or have any complaints about PRIVATUM JUSTICIA, you should inform the lawyer responsible as soon as possible. If You wish to make a claim against PRIVATUM JUSTICIA, You shall do so as soon as You have become aware, after a reasonable investigation, of the circumstances on which You base the claim preclusion. However, claims shall be made no later than twelve months after You became aware of the said circumstances, and in any event no later than twelve months after PRIVATUM JUSTICIA's last invoice or other final notice/final account in the assignment (contractual limitation). If Your claim is based on a governmental or third-party claim against You, shall PRIVATUM JUSTICIA be entitled to respond, settle and agree on the claim on Your behalf provided that PRIVATUM JUSTICIA indemnifies You. If PRIVATUM JUSTICIA is not

granted that right, PRIVATUM JUSTICIA shall have no liability for the claim against You.

#### **12. Dispute resolution and debt collection**

PRIVATUM JUSTICIA's assignment and these General Terms and Conditions are governed by Finnish law. Any dispute relating to these General Terms and Conditions or any matter concerning PRIVATUM JUSTICIA's assignment for corporate clients shall be finally settled by the local district court with seat in Turku, Finland. The language of proceedings shall be in Swedish. Private customers may in any case bring an action before a general court.

However, always has the right to choose to bring an action against You in a general court of law for overdue debts or take other collection action such as applying for a payment order. PRIVATUM JUSTICIA always has the right to bring such action before the Helsinki District Court. Non-payment may therefore lead to the disclosure of information that would otherwise have been covered by confidentiality. Collection measures cannot be carried out without making Your relationship with PRIVATUM JUSTICIA known.

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Privatum Justicia | [www.privatumjusticia.fi](http://www.privatumjusticia.fi) | [gustav.gclaw@gmail.com](mailto:gustav.gclaw@gmail.com)