

Heinonen & Co, Attorneys-at-Law, Ltd

Standard Terms of Engagement, 1 January 2016

1. General

Heinonen & Co, Attorneys-at-Law, Ltd (hereinafter "Heinonen") is a limited liability company with Business ID 1109210-7 and with its registered office at Fabianinkatu 29 B, 00100 Helsinki, Finland. Heinonen is a subsidiary of Eversheds Attorneys Ltd.

In these Standard Terms of Engagement "Attorney" means Heinonen's attorney or lawyer responsible for the engagement, "Eversheds Entity" means any entity (including any company, partnership, or other incorporated or unincorporated entity) in any country authorised by Eversheds LLP to include in its name EVERSHEDES, including but not limited to the members of Eversheds International Limited.

These Standard Terms of Engagement apply to services provided to you by Heinonen and supersede any earlier Standard Terms of Engagement we have provided to you. We may amend these Standard Terms of Engagement in the future, in particular to reflect changes in law or commercial practice. These Standard Terms of Engagement (as amended from time to time) will also apply to any future engagements, unless otherwise agreed with you.

The attorneys-at-law at Heinonen are members of the Finnish Bar Association. The attorneys-at-law and all other staff at Heinonen are bound by statutes, duties of confidentiality and other ethical standards, including the good professional practice of industrial property attorneys and the Finnish Bar Association's Code of Conduct for Lawyers. This Code of Conduct requires us to ascertain whether potential conflicts of interest exist before accepting your engagement. We may have to decline your engagement in the event that such a conflict exists.

2. Our liability

We limit our liability for any claims made in respect of our negligence and/or breach of contract (including in respect of any omission) or in any other way arising from each matter to a maximum of EUR 250 000 in aggregate, unless for that matter we have agreed on a different limitation of liability with you in writing, in which case that will apply. Where we act for multiple clients on any matter, a single liability cap of EUR 250 000 in aggregate will apply to be shared by all of those clients. If it is impossible to determine the extent of such damage, we limit our liability to the sum that you have paid us in connection with the engagement.

Notwithstanding the aforementioned, Heinonen is not liable for not carrying out the engagement in

time if a due date has been set for the matter and we receive the engagement or instructions too late.

We shall not be liable for consequential or indirect damages or losses or for third-party damages or other claims.

We have a liability insurance policy at Zurich Insurance Plc, Finland branch (address Tammasaarekatu 1, 00180 Helsinki) and at Aon UK Limited (address The Aon Centre, The Leadenhall Building, 122 Leadenhall Street London, EC3V 4AN). The insurance policy is in force globally.

3. Charges

Professional fees

The fee charged for the assignment is based on the nature and urgency of the assignment, the amount of work required, the value and importance of the matter, the special expertise required and the time needed for carrying out the assignment. The fee is typically charged in time units of a minimum of fifteen (15) minutes. The fixed fees of certain of our services are presented in our price list in force at each time. We may also separately agree upon a fixed fee or other fee arrangements with you. Unless otherwise agreed with you, overall fee estimates shall serve only as a general indication of the final price of our services.

We reserve the right to request a reasonable retainer for fees and other costs at any time.

We reserve the right to revise our fee rates from time to time without prior notice in particular to reflect the general increase in costs.

Disbursements and other expenses

We will collect separate charges to cover expenses and other special disbursements such as travelling costs, expert opinions, official charges and copying expenses. A fee for opening a new engagement shall also be charged separately. Other disbursements may include, inter alia, domestic or foreign experts', agents' or lawyers' fees.

VAT

The applicable value-added tax (VAT) shall be added to fees, expenses and other charges.

4. Invoicing, legal expenses insurance and our client account

Invoicing

We will usually send you invoices on a monthly basis, unless agreed otherwise.

Unless otherwise agreed, invoices shall be payable in full on the due date specified in the invoice. If our invoices are not paid by the due date, we will have the right: (a) to suspend work or to terminate our relationship with you as set out in paragraph 7 below; and (b) to charge interest on the outstanding invoices in accordance with the Finnish Interest Act.

We cannot accept payment in cash. Please make payment preferably by way of bank transfer.

If you have requested that we invoice you via an e-billing provider, we will seek to work with your preferred e-billing provider to do so. However, we cannot accept any liability for any claim made in respect of the e-billing provider's negligence and/or breach of contract including (without limitation) its failure to process your data in accordance with legal requirements. You warrant that you are entitled to permit us to access and use any such e-billing service and agree to indemnify us against any costs, losses or other liabilities we may incur as a result of us engaging with your e-billing provider.

In the event that our work on any matter is conducted for more than one party, all parties will be jointly and severally responsible for the payment of any and all charges and we may recover such from any or all parties unless otherwise agreed.

If a third party is to be responsible for payment, our invoices will be sent to and payable by the nominated third party. If for whatever reason such third party fails to pay our invoices, you will be liable to do so.

Please note that in certain circumstances we may be entitled to keep any money or documents or other property belonging to you until payment of all outstanding costs has been made and we are also entitled to use such assets for setting off our due invoices.

Legal expenses insurance

If you have legal expenses insurance, please provide us with its details as soon as possible.

Unless otherwise agreed, you shall pay our invoice directly even when you have legal expenses insurance, and after you have paid our invoices it will be your responsibility to reclaim some or all of this amount from your legal expenses insurer.

In the event that the insurance company decreases the amount of the fee to be compensated under the legal expenses insurance, or if a court of justice decreases the claimed amount to be paid by the adverse party, we shall, however, be entitled to invoice you for the agreed original amount and for all work performed

In the event that we agree with you on such actions which are not likely to be covered by the insurance, we shall also be entitled to invoice for such actions.

Our client account

Where we hold monies for you in our client account, please note that these are treated as if you had deposited them direct with the relevant

financial institution. We are not liable for the default of any financial institution where we have deposited your funds.

However, if we are holding money on your behalf in our client account we may use that (and any accrued interest) in payment or part payment of our invoices.

5. Our co-operation

We will safeguard your interests and rights and carry out the received engagements with due diligence, in a professional manner and within reasonable time, observing the prevailing conditions.

You are responsible for that you are entitled to dispose of the subject of the engagement to the extent necessary for the engagement.

We will conduct background searches into earlier rights or designs only on the basis of a specific agreement to that effect.

You shall contribute to our co-operation especially by a) providing all the necessary material in time in order to be able to carry out the work with due diligence, if a due date has been set for the matter and otherwise; b) responding promptly to our requests for further details and instructions concerning the engagement; c) providing full and accurate information about the engagement, both at the beginning of the engagement and during it; d) providing complete background information on the matter and circumstances as well as all other necessary documents before the engagement begins; and e) advising us promptly of all changes in circumstances concerning the engagement.

We are entitled to rely on receiving all necessary information concerning the case from you.

Both Heinonen and you shall observe any official time limits of which Heinonen and you have been informed.

If you do not provide us with instructions in good time before the set time limit, we may apply for an extension to the time limit if it is possible and the circumstances do not indicate otherwise. We are entitled to a reasonable fee for measures related to the extension.

When documents we have prepared are submitted to you for consideration and comments, you shall check the accuracy of the said documents' contents. We shall be entitled to assume that you accept the contents of such documents unless you state otherwise without delay.

After an intellectual property right has been granted protection, our obligation to take measures is limited to forwarding you notifications related to the rights. We are entitled to compensation for measures and expenses related to this.

You are expected to observe any communications concerning time limits for maintaining or renewing intellectual property rights. When you wish that a granted intellectual property right is maintained or allowed to lapse, you are expected to provide us with the necessary instructions well before the

expiry of such a time limit even if you have not received a reminder in respect of maintenance or renewal. Your instructions for the maintaining or the surrendering of a right shall be complete and clear.

All communications will be sent to the address most recently stated by you. You are obliged to inform us of any change of your address. Should we be unable to reach you because of not having been informed of a change of the address, we will be under no obligation to act in the matter. We are not responsible for a case which has lapsed because of failure to inform us of a change of address.

Our aim is to provide you service of the highest quality. If you feel that we have not met the standards you expect, please let us know immediately. You may raise concerns with the Attorney who has been doing the work for you or any member of your client service team. Any dissatisfaction with our services should be communicated to us within one (1) month from the date of receiving the said services and in any case no later than within six (6) months after the measures constituting the source of dissatisfaction have been completed. If you are dissatisfied with us, you may also make a written complaint to the Disciplinary Board of the Finnish Bar Association, which can e.g. give a recommendation regarding our fee. Consumer clients may also submit disputes to the Finnish Consumer Disputes Board or a general court of justice.

6. Electronic communications

We secure our email and internet connections in accordance with the requirements of the Finnish Bar Association. Sending information and documents by email does, however, contain risks. For example, third parties may gain access to unsecured data, and messages may include malware.

You shall advise the Attorney in advance in writing of any objections to the use of electronic communications. We will not be held liable for damages arising from such use unless the said damages arise from a wilful or grossly negligent breach of our professional duties.

7. Suspension and termination of the engagement

You may terminate your engagement with us at any time by contacting your Attorney.

Should the instructions for an engagement and/or any payment requested for carrying out the engagement not receive us in time, we shall be entitled to conclude that you have chosen to withdraw the engagement.

We will always give you notice of our intention to suspend work. If we give you notice that we intend to suspend work, this does not affect our rights to subsequently cease to act for you.

We will only cease acting for you on reasonable grounds, for example if you fail to pay our invoices on time (in accordance with paragraph 4), if you fail to pay us monies when requested, if you

instruct us to take any action which is illegal or contrary to the Finnish Bar Association's Code of Conduct or the good professional practice of industrial property attorneys, or if it is clear that the relationship of mutual trust and confidence between us has broken down. Please note that this is not an exhaustive list.

Upon termination of our relationship, whether by you or by us, you will be liable to pay all fees, disbursements and expenses incurred up to and including the date of termination (whether invoiced before or after the date of termination). An engagement is only deemed to have ceased when managing the engagement requires no further measures from us.

8. Appointment of third parties

We may need to procure the services of third parties who are not Eversheds Entities, such as other attorneys, experts, agents and foreign lawyers, to act on your behalf during the course of handling the engagement for you. When we do so, the third parties will be deemed to have a contractual relationship directly with you and to act directly as your representative, unless otherwise agreed in writing. We will not be responsible for any advice or default on their part. In this respect, you shall direct any claims directly at the third party and you shall not be entitled to present any claims against us. You will be responsible for the payment of their fees, together with VAT as applicable, regardless of whether you receive invoices from them directly or whether their fees and costs are included as disbursements on our bill.

9. Searches

Where searches of public registers (e.g. Trade Register, trademark or design databases) are undertaken as part of our work on any matter, you acknowledge that the search results will be delivered to you by us on the assumption that the information held by the relevant registry is complete, accurate and up to date at the time when the search was conducted.

10. Data protection

In connection with the engagement, we may process personal data provided to us by you as well as data collected from credit information registers ("Personal Data"). Such Personal Data may relate to you or other persons. We will process the information in accordance with the Personal Data Act ("PDA"). Please also see our *Privacy Policy* at our website (www.heinonen.com) for more information.

We will record and process Personal Data depending on what kind of information we obtain from you or third parties on your behalf. Unless you instruct us otherwise:

(a) we will act as a data controller of Personal Data relating to you which we may process for the purpose of handling your engagement (for instance, for processing invoices and complying with our regulatory obligations); and

(b) we will act as a data processor of Personal Data relating to you or third parties which we process in order to advise you and handle your engagement in accordance with your instructions and, thus, with your consent.

If you exercise your right to access the Personal Data recorded on you, we will deliver the requested information to you.

The Personal Data we may process

The Personal Data we may process includes e.g.: personal information such as name, address, contact details, nationality, date of birth; details of accounting and financial information; "Sensitive Personal Data" (as defined in the PDA, including health information or information about religious beliefs) where it has been provided for one or more specific purposes (for example to handle the engagement, to facilitate access to premises or to confirm dietary requirements).

How we will process Personal Data

We will process the Personal Data we hold: to provide legal or related services to you and to deal with enquiries that you may make or authorise; to contact you or your contact persons by post, telephone and email about legal or related services unless you/they inform us that you/they do not want to receive such information; to comply with applicable laws and regulations, or to respond to claims made against us, or where necessary to exercise our legitimate business interests; and (where relevant) for other legal, administrative and management purposes such as audits and research.

Who we share Personal Data with

We may share Personal Data we hold with: any Eversheds Entity and/or other advisors (some of which may be outside the European Economic Area in countries which do not have laws to protect the use of the Personal Data); third party providers (to the extent required for them to provide services to us); our insurers and their advisors; and/or third parties and their advisors in connection with any possible merger, acquisition or disposal of all or part of our business.

We may ask third parties, including such located outside of the European Economic Area, to undertake certain services on our behalf. These services may include: some categories of legal work; back office administration services (such as processing invoices, banking administration and payment and receipt of client monies); typing and other secretarial services.

If you do not wish such services to be outsourced in connection with your engagement, please tell us. Unless you tell us otherwise, you warrant that you have obtained and given us all relevant consents to transfer data in this way.

We will only disclose Personal Data to third parties if we have your consent or instructions to do so, if we are required or permitted to do so by law, or if those people or organisations are providing a service to us or you.

Where we transfer Personal Data to service providers or advisors in other countries, we will do so on the basis that they will provide appropriate technical and organisational measures against unauthorised or unlawful processing of this Personal Data and its accidental loss, destruction or damage. However, such information may be accessible by law enforcement agencies and other authorities in those countries.

Your data protection obligations

Any Personal Data supplied by us to you about our employees and/or third parties may only be used for the express purposes for which that data is provided to you.

11. Copyright

We retain ownership of any and all copyright and other intellectual property rights in any documents and materials created by us for you (in whatever form) at all times. You will have the non-exclusive right to use those documents and materials for the purposes for which they have been prepared for you.

In order to be able to deliver the best advice to you, we maintain a searchable internal know-how management system. You agree that we may keep hard and/or electronic copies of documents created or obtained in connection with your engagement within such a system and permit other Eversheds Entities to access such system, always subject to our duty of confidentiality to you.

12. Confidentiality

We have a professional and legal obligation to keep the affairs of clients confidential unless you instruct us to disclose information or we are obliged to disclose it by law.

We may, however, disclose confidential information to any Eversheds Entity, our insurers, our auditors, other professional advisers instructed by us and to subcontractors who we outsource certain administrative functions to, provided in all cases that we impose the same duty of confidentiality upon them.

13. Money laundering

We are obliged to comply with the Finnish Act on Detecting and Preventing Money Laundering and Terrorist Financing. As part of our compliance, we carry out identity checks and other checks on clients and individuals instructing us within the client. We carry out such checks at the outset of a matter and throughout the course of the matter. We may not be able to begin work on a particular matter until we have completed the required checks.

14. Conflicts

From time to time, an actual or potential conflict may arise between your interests and our interests or the interests of another of our clients or a client of another Eversheds Entity. In such cases, wherever possible, we will seek to discuss the issue with you to determine the appropriate course of action. However, if a conflict of interests exists, we

may have to cease to act for you and/or the other client involved.

We will only consider you a current client for conflict purposes when we are retained on at least one current matter for you. A matter in respect of which a final bill has been submitted, or a matter which has been inactive for more than 12 months and no additional work is expected, is not a current matter. Moreover, a matter handled by our parent company Eversheds Attorneys Ltd or some other Eversheds Entity does not automatically create a conflict of interests.

15. Consumer protection

Industrial property rights only provide protection in connection with industrial and commercial activity, which means that, as a rule, our clients do not have the status of a consumer. If the Finnish Consumer Protection Act were to apply in some situations, however, you would be entitled to terminate the engagement in accordance with the said legislation. Please see section *Advance information with distance selling* on our group's website (www.eversheds.fi) for more information.

16. Insider information

With respect to engagements where we receive non-public information regarding listed company or security, we comply with our internal insider regulations and maintain an insider register, where applicable. You agree to notify us in circumstances where we are receiving insider information.

17. Governing law and settlement of disputes

Our engagements shall be governed by the laws of Finland, excluding its provisions on choice of law. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one and the arbitration shall take place in Finland. The parties shall nevertheless be entitled to submit claims for overdue receivables to any applicable Finnish general court of justice. The legal remedies referred to above in paragraph 5 will also be applied.

18. Further information

For further information about us, please visit our website at www.heinonen.com.