

ENABLERS ADVISORY OY

General terms and conditions

These terms and conditions apply to services provided to clients by Enablers Advisory Oy (“**Enablers**”, “**we**” or “**us**”). These general terms supersede any of the client’s general terms, if not otherwise agreed in writing with a client in a particular assignment. In case of any discrepancies between these general terms and conditions and an engagement letter, if any, entered into with you, the latter shall prevail.

1. Engagement

Your engagement is always between you and Enablers and not with any individual.

Every assignment is managed by a responsible partner. Engaging external professionals, such as law firms in other jurisdictions, is always subject to your prior approval and we do not accept liability for fees or expenses charged by them or liability for the content of the advice provided by them.

2. Scope of our services

At the beginning of an assignment, we normally agree on the scope of our services and the level of our involvement in that particular assignment. This scope may thereafter be changed, expanded or reduced. Where there is a significant change in the scope of services in connection with your representation a written confirmation will be provided to you on request.

The legal service provided to you by Enablers is based on the facts and instructions provided by you in connection with your specific assignment and cannot be relied on in any other assignment.

Our services only cover legal advice and strategic advice relating to fund raising. Our services do not cover advice in other areas (such as any financial, accounting, tax, environmental or technical advice).

We are qualified to give advice only on Finnish legal matters. Based on our general experience in legal matters, we may give views on legal issues in other jurisdictions, but this does not constitute legal advice and we do not assume any liability relating to any such views.

Providing proper legal advice requires that you have provided us with all relevant information concerning the assignment and that you keep us informed of any changes concerning such information. Enablers does not

have an obligation to verify the accuracy of information the client has given us in relation to the assignment.

3. Fees and invoicing

Typically, the fee of Enablers is determined on the basis of time spent on the assignment. Additionally, any one or more of the following factors may have an impact on the level of the fee: (i) qualifications and experience required; (ii) business interest involved; (iii) risks assumed (if any); and (iv) time constraints.

Our fees will be determined irrespective of whether such fees will be reimbursed to you pursuant to an insurance policy (for legal expenses or otherwise) or whether in a given case the opposing party is ordered to pay the costs of our client. We will also invoice our clients directly in cases where expenses are covered by a third party.

Fee estimates are always indicative and based on information available to us at the time the estimate is given. They cannot be regarded as fixed quotes, unless so specifically agreed in writing.

Enablers is entitled to charge a reasonable retainer for any part of the fees and/or costs.

We are entitled to take such action as deemed necessary or advisable to carry out the assignment and to incur reasonable out-of-pocket costs on your behalf, unless otherwise instructed.

We invoice on a monthly basis, unless otherwise agreed. The term of payment is 14 days.

Value added tax ("VAT"), if applicable, is added to the invoice, in accordance with the prescribed tax base. We may also add a general supplement of 4% to our invoices. This supplement covers general office costs related to the handling of the assignment. In addition to our fees and the general supplement, we invoice any direct expenses that arise from the assignment.

In the event that you are required to deduct any tax or other sum from any payment, you should pay and bear such additional amount as will be necessary for us to receive the full amount of the invoice as if no such deduction had been applied.

We reserve the right to charge late interest according to the interest act on any payments that are not paid prior to or on the due date.

4. Conflict of interest

Before accepting an assignment we always conduct an internal conflict check.

Notwithstanding such checks, circumstances may arise that prevent us from acting for you in an already ongoing or future assignment.

5. Communication and documents

E-mail messages may be blocked by our e-mail security arrangements, and we advise you to follow up on important e-mail messages by phone or by other means of communication. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Our data security measures correspond to industry standards.

6. Client identification (Know Your Customer, KYC)

Pursuant to legislation governing the prevention of money laundering and financing of terrorism, we are under an obligation to identify our clients as well as their beneficial owners and persons acting on the clients' behalf. It is also our duty under certain situations to determine the origin of the client's funds. We may be under the obligation to decline or suspend an assignment, or to report our observations to the relevant authorities, if the client does not provide the required information or if a transaction is unusual or if we suspect that funds are being used to finance terrorism or launder money, or if the client or their business is subject to sanctions. In these cases, our obligation to report and disclose our observations to the relevant authorities overrides our duty of confidentiality to our clients.

7. Personal data

We process personal data in accordance with laws applicable to the protection of personal data ("**Data Protection Laws**") for, amongst others, the purposes of identifying our client, checking conflicts of interest, handling assignments, managing client relationships and marketing. Those persons whose personal data we process are entitled, in accordance with the Data Protection Laws, to obtain information on the personal data processed by us and to request that we rectify or erase their personal data.

8. Intellectual property and confidentiality

Copyright and other intellectual property rights in all materials we generate in the course of our assignment belong to us. However, you have the right to use such materials for the purposes for which they are provided.

We will keep the information you disclose confidential.

In assignments involving publicly listed companies, we comply with applicable securities laws in addition to maintaining a register of insiders.

In the event that you instruct us to work with or agree on us working with other service providers in connection with your assignment, we have the right, unless you specifically instruct us otherwise, to disclose to them such confidential information and materials that we deem necessary for the overall performance of the assignment.

9. Reference use

When a transaction or similar arrangement has become publicly known, you agree that we may disclose our involvement on your behalf in our marketing materials and on our website.

10. Limitation of liability

The liability of Enablers is limited to the pure economic loss that is directly caused to you as a consequence of an error or negligence by us in performing our work in connection with the engagement. We do not accept liability for indirect or consequential loss that may have resulted to the client.

The maximum amount of our liability is limited to the amount equal to the fees charged by us for the engagement during the 12 months immediately preceding the claimed liability event, however not higher than the amount covered by our professional liability insurance.

Enablers will not assume any liability for any harm, damage or losses caused by the services of third parties that relate to the assignment of the client or result from the fulfilment by Enablers of its responsibilities based on legislation such as money laundering regulations.

We encourage our clients to inform us of any potential legal expenses insurance policy and its applicability and coverage vis-à-vis the assignment handled by us. Our liability to you will be reduced by any amount that may be obtained under any insurance maintained by or for or under any contract or indemnity to which you are a party or beneficiary.

We are not liable for any advice or documents provided to you if they are used for any other purpose than that for which they were originally prepared.

Our services are provided solely to you, and we will not accept any liability towards any third party.

11. Termination of engagement

You may terminate our engagement at any time by submitting a written notice to us.

We may terminate your assignment if you fail to pay our invoice when due.

In some cases, we may be obliged or allowed in accordance with the rules of professional conduct applicable in Finland to terminate our engagement with you. In this case, the termination of the assignment is not a breach of contract.

In connection with any termination, you are obliged to pay our fees for services provided and expenses incurred prior and up to the termination.

12. Force Majeure

We shall not be responsible for any failure or delay in the performance of our services caused by, directly or indirectly, forces beyond our control, including, without limitation, legislative actions or Governmental orders, strikes or other industrial actions, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemic and interruptions or malfunctions of the electricity or communications networks or the banking system.

13. Governing law

Your relationship with Enablers is governed by Finnish law, excluding its choice of law rules or principles.

14. Claims

Any claims must be presented to us in writing within 6 months from when you received our advice or from when the assignment, or the relevant part thereof, can reasonably be deemed to have been completed, whichever occurs first.

If your claim against us is based on a third-party (including authorities) claim against you, we are entitled to answer and settle such claim on your behalf, provided that you are indemnified by us. If you settle, achieve a compromise or otherwise take any action relating to such a claim without our consent, we will have no liability for such a claim. If you are compensated by us or our insurers in respect of a claim, you must assign the right of recourse against third parties to us or our insurers.

15. Disputes

Any dispute, controversy or claim arising out of or relating to our assignment will 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.

We reserve the right to file a suit relating to the collection of our receivables in the district court of Helsinki or in another competent district court.