

General Terms of Business

These general terms shall apply to all professional services and solutions rendered by Svalner Atlas Finland Oy.

Updated: September 25, 2025

1 APPLICABILITY

These general terms of business (hereinafter referred to as the "Terms" or the "Agreement") shall apply to all professional services rendered by Svalner Atlas Finland Oy (hereinafter referred to as "SAF") to a client (hereinafter referred to as the "Client") (together hereinafter referred to as the "Parties" and separately as the "Party"), unless otherwise expressly agreed in writing.

2 SVALNER ATLAS FINLAND'S RESPONSIBILITIES

SAF shall provide the services described in the applicable engagement letter or other written proposal accepted by the Client (or such variations as may subsequently be agreed upon between SAF and the Client) using reasonable skill and care in accordance with applicable professional standards expected from SAF.

The nature of any advice SAF provides will always depend on the amount of information provided to it and the time scale within which the advice is required by the Client. If general advice is provided, the applicability of this general advice will depend on the particular circumstances in which it is to be used by the Client (of which SAF might not be aware) and should be viewed accordingly. In relation to any particular review, specific advice should always be sought and all material information provided to SAF.

Whilst the reports, letters, information and advice provided by SAF to the Client may be a factor affecting the decision whether or not to proceed with a particular course of action, nothing in them should be construed as definitive advice to proceed or not to proceed, and regard must be given to the restrictions on the scope of the work and to the large number of other factors, commercial and otherwise, of which the Client and other advisers of the Client are, or should be, aware by means other than SAF's work.

All reports, letters, information and advice, in whatever form, provided by SAF to the Client are intended for the Client's use only. SAF shall have no liability to any third party with respect to the contents of the reports, letters, information or advice.

SAF may use subcontractors to perform any portion of the services. No subcontracting shall in any way relieve SAF from its obligations to provide the agreed services and SAF shall at all times remain liable for any subcontractor's performance of services.

Before taking measures, SAF is required by law to verify the Client's identity and ownership structure (including representatives and beneficial owners), as well as to obtain information on the nature of the engagement and in some cases also on the origin of funds and other assets. The Client shall provide SAF with all the information necessary for the Client identification and information verification. SAF may also obtain information from other sources regarding such identification and verification. SAF has an obligation to report any suspicions of money laundering or terrorist financing to the authorities. SAF is prohibited from informing the Client of these suspicions or the disclosure of information. SAF has an obligation to decline or withdraw from the engagement due to such suspicions.

3 THE CLIENT'S RESPONSIBILITIES

In relation to all work performed for the Client, it is the responsibility of the Client's personnel to provide SAF with complete, accurate and timely information where SAF has requested this and to carry out any other obligations ascribed to the Client. SAF shall not be responsible for any consequences that may arise from any delay or failure by the Client to do so and these may also result in additional fees for which invoices may be raised.

4 MUTUAL SUPPORT AND COOPERATION

The parties agree that they shall, at their own expense, take all steps reasonably necessary to:

- Fully cooperate with all reasonable requests for assistance;
- Designate key individuals to perform the obligations hereunder;
- Conduct periodic meetings with all such key individuals and others as necessary; and
- Take such further steps and execute such further documents as may be reasonably necessary.

5 FEES AND INVOICING ARRANGEMENTS

The service fees shall be defined in the applicable engagement letter or other written proposal accepted by the Client. Unless otherwise agreed, the fee quote provided in the engagement letter or other applicable proposal shall be valid for acceptance by the Client for 90 days from its issuance by SAF. Unless agreed otherwise, the services of SAF are charged on the basis of time spent (i.e. by multiplying the number of hours spent with the hourly rate). SAF reserves the right to revise its hourly rates annually in January. If the term of the agreed engagement is longer than 12 months, SAF reserves the right to revise the applicable service fees annually, applicable after the end of each 12 months' period..

The services performed by SAF will be invoiced at the agreed amount on a monthly basis, unless otherwise agreed. Possible travel or other out-of-pocket expenses as well as an administration fee of 4 % of the total amount of the invoice (excl. VAT) for corporate clients and of EUR 50 for individual clients will be added to the invoice. VAT will be added to the chargeable amounts where applicable. Each invoice shall set forth a reasonable explanation of the services rendered during the respective period.

6 SERVICE FEES AND INVOICING

Each invoice shall be paid in full in accordance with the payment terms agreed between the Parties and within the time period specified in the applicable invoice, calculated from the date of the invoice. The applicable payment terms are as follows:

- Net 14 days;
- 30 days + 1% of the chargeable amount;
- 45 days + 2% of the chargeable amount; or
- 60 days + 3% of the chargeable amount.

Any fee budget agreed between SAF and the Client is based on the assumption that the information required for the work is made available in accordance with the agreed timetable(s), and that key executives and personnel are available during the course of SAF's engagement work. If delays or other unanticipated problems occur which are beyond the control of SAF, this may result in additional fees for which invoices will be raised. SAF shall inform the Client of delays as they occur and will estimate their effect.

The Client accepts and agrees that if SAF is required to disclose any information related to the engagement to the authorities pursuant to any applicable law or regulation (such as local legislation based on the Council Directive 2011/16/EU of the European Union, i.e. the so-called "DAC6 Directive"), SAF shall have the right to charge the Client for the additional work related to such disclosure at the hourly rate agreed or quoted in the applicable engagement letter or proposal, and in case an hourly rate has not been quoted or agreed upon, at a rate considered reasonable by SAF for such work. SAF shall, where possible, give the Client reasonable advance notice of such disclosure.

7 NOTICES

Any notices required or permitted to be given hereunder shall be given in writing and shall be deemed effectively given (a) upon personal delivery, (b) if sent by certified mail, postage prepaid and return receipt requested, (c) if sent by email, with confirmation of receipt, or (d) if delivered by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be sent to the address or email address as either Party may, from time to time, specify in writing to the other Party.

8 INFORMATION AND CONFIDENTIALITY

"Confidential Information", as used in this section, means all information and/or business or trade secrets disclosed by either Party to the other Party, including all documents, information and other material irrespective of the manner or form in which the information is disclosed.

SAF agrees that the Confidential Information of the Client, and the Client agrees that the Confidential Information of SAF, is an integral and key part of the assets of each respective entity and that the unauthorized use or disclosure of the other Party's Confidential Information would seriously damage the owner thereof in its

business. As a consequence of the above, the Parties hereby agree that, during the term of the engagement and thereafter:

The parties shall not, directly or indirectly:

- Use any of the other Party's Confidential Information for other purposes than may be necessary to perform the agreed engagement(s); or
- Divulge, disclose, furnish or make accessible, or cause any person to divulge, disclose or furnish, any aspects of the other Party's Confidential Information to any person or entity (other than the other Party), except as may be reasonably necessary to perform their respective obligations hereunder, as may be expressly authorized by the other Party in writing or as required by law or pursuant to a court order; provided, however, that prior to any such compelled disclosure, the Party whose obligation it is to keep such information confidential shall have given, where possible, the other Party reasonable advance notice of such disclosure. The Parties shall refrain from any action or conduct that might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the other Party's Confidential Information.

Confidential Information shall not include information which:

- Is generally known to the public at the time of disclosure or later becomes available to the public through no act, omission or fault of the Party whose obligation it is to keep such information confidential; or
- The Party, whose obligation it is to keep such information confidential, may have received lawfully from any third party without restriction on disclosure.

9 INTELLECTUAL PROPERTY AND RIGHT OF USE

SAF may use databases, software, designs, utilities, tools, models, systems and other methodologies that are owned by or licensed to SAF, or are publicly available, in connection with performing services for the Client.

SAF shall retain all intellectual property rights in and to everything developed by SAF either before or during the course of an engagement, including systems, layouts, design, methodologies, software and know-how. SAF shall also retain all copyright and other intellectual property rights in and to all reports, written advice and other materials provided by SAF to the Client.

SAF shall have the right to duplicate, use or modify any reports, written advice and other materials developed by it without the use of any information provided by the Client.

The Client shall have the full right to use the materials and advice provided by SAF within its own organization for the agreed purpose. Should the Client desire to make use of these materials outside its own organization, the Client shall obtain SAF's written permission to do so. Notwithstanding the foregoing, the Client shall have the right to submit materials provided by SAF to the authorities upon the authorities' request.

10 CLIENT DOCUMENTS

If SAF is provided with custody of any original documents belonging to the Client, those documents shall be retained during the course of SAF's appointment (unless their earlier return is requested), at the end of which they will be returned to the Client unless otherwise agreed. Notwithstanding the foregoing, SAF shall have the right to retain copies required by laws, orders of authorities or applicable professional practices, without prejudice to the confidentiality obligations set forth in Section 9.

11 LIMITATION OF LIABILITY

The liability of SAF (including its partners, staff and associated entities) in respect of any breach of this Agreement or otherwise arising out of or in connection with the respective engagement shall be limited to the total fee charged by SAF for the services which caused the claim for damages, and as for ongoing engagements, to the total fee charged by SAF for the services which caused the claim for damages during the period of twelve (12) months preceding the receipt of the claim for damages, excluding possible taxes, such as VAT, and invoiced out-of-pocket expenses. Limitations of liability shall not apply in the event that the damages have been caused intentionally or with gross negligence.

SAF shall in no event be liable for indirect or consequential damages, which shall at least include loss of turnover and loss of profit.

SAF's liability in respect of any electronic workspaces, tools and/or solutions developed by third parties and provided, either directly or indirectly, by SAF to be used by the Client is limited to the provision of such workspaces, tools and solutions based on commonly secure approved technology. These electronic workspaces, tools and solutions are provided "as is", and SAF shall not be liable for any direct or indirect damages arising out of or relating to the usage of them.

12 FORCE MAJEURE

Neither Party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement if such failure results from any cause beyond such Party's reasonable control.

13 TERMINATION

SAF's services may be terminated by either Party by providing a written notice to the regular correspondence address of the other Party marked for the appropriate contact person. In the event of termination, fees and expenses incurred by the date of termination shall be payable by the Client. Notwithstanding the foregoing, the termination of any fixed-term engagement or engagement the term of which is longer than 12 months (such as SAF Back|Office services) shall be governed by the termination provisions agreed in the applicable engagement letter.

14 MODIFICATION OF AGREEMENT

SAF is entitled to amend these Terms at any point in time. The applicable new version of the Terms can be found on the website of SAF. If the Client is a consumer, the Client is entitled to rescind the engagement in case of a material amendment of the Terms. An increase of more than 5% of the hourly rates of SAF shall be deemed to be such material amendment. A consumer in the context of this clause means an individual who primarily acquires SAF's services for purposes other than business activities.

15 ENTIRE AGREEMENT

These Terms and all other agreements, exhibits, and schedules referred to in these Terms constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of these Terms and supersede all prior and contemporaneous understandings or agreements of the Parties. In the event of any discrepancies between any provision of these Terms and any provision of an engagement letter related to a specific engagement, the provisions of the engagement letter shall prevail.

16 GOVERNING LAW AND JURISDICTION

This Agreement and any dispute arising from the relationship between the Parties to this Agreement shall be governed by and construed in accordance with the laws of Finland without reference to its choice of law rules.

All disputes arising out of or in connection with this Agreement or the respective engagement shall be finally settled by arbitration in accordance with the Rules of Arbitration of the Finnish Chamber of Commerce by one arbitrator appointed by mutual agreement of the Parties, or in the event of failure to agree on such arbitrator, by three arbitrators, one appointed by each Party and the third, who shall act as the chairman of the proceedings, appointed by the two arbitrators.

17 REFERENCES

The Parties may use each other's name and trademark together with the type of service in question as a reference without a specific approval. Excluding the name, trademark, type of service and other information publicly available, neither Party shall disclose any other information which has come to the awareness of the other Party during the cooperation.