

General Terms and Conditions

These terms and conditions apply to the accounting services, proposals, order confirmations, and engagement agreements of Svalner Atlas Accounting Oy (the "Accounting Firm").

By commissioning the Accounting Firm or ordering services from the Accounting Firm, the client accepts these terms as binding.

The Accounting Firm's personnel provide services only in matters related to Finnish legislation. Upon request, the Accounting Firm may also provide opinions on matters outside the scope of Finnish law, but it does not take any responsibility for such general opinions.

The necessary contact persons for service delivery are designated. The Accounting Firm selects the contact persons handling the assignment and has the right to change them during the assignment.

1. Proposal

The Accounting Firm's proposal for accounting services is valid for 30 days from the date of the proposal unless otherwise stated.

2. Commencement of Agreement

The agreement enters into force when both parties have signed the engagement agreement or the Accounting Firm has confirmed the client's order in writing.

3. Services

The tasks agreed upon to be delivered by the Accounting Firm are listed in the service specification attached to the agreement, marked with a check (hereinafter the "Services"). If the Accounting Firm undertakes additional services beyond those checked in the attachment, these terms also apply to those services.

The Accounting Firm will commence the Service promptly after the client has provided the necessary information and materials and paid any agreed advance payment. The Accounting Firm shall perform the Services diligently and professionally according to its work and reporting methods.

4. Basic Information

The client must ensure that the Accounting Firm always has up-to-date basic information of the client (hereinafter "Basic Information"). Such information includes contact, personal, financial year, and trade register details, business sector, domicile, nationality, board members, and other necessary information and instructions. The client appoints and authorizes a contact person to provide the Accounting Firm with necessary information and decisions related to the Services. Both parties must notify each other of any changes in the contact person.

A new client is identified by verifying their identity using a reliable and independent source. Identification and providing information required by the Act on Preventing Money Laundering and Terrorist Financing (28.6.2017/444) are prerequisites for the client relationship.

5. Providing Information and Instructions

Information and materials required for the delivery of the Services must be provided to the Accounting Firm in good time so that the Accounting Firm can perform its tasks appropriately during normal working hours. Unless otherwise agreed, the materials must be available to the Accounting Firm as follows:

- All accounting materials by the 10th day of the month following the target month;
- Payroll materials seven (7) days before the approval and payment date;
- Financial statement and tax-related materials no later than 30 days after the end of the financial year; and
- Other materials no later than ten (10) working days before the deadline.

The client must cooperate in the provision of Services and fulfill their own tasks carefully according to the agreement terms and the instructions and recommendations of authorities and the Accounting Firm. Inquiries and requests for verification from the Accounting Firm must be answered without undue delay.

6. Confidentiality

Each party must keep confidential the business secrets and other confidential information obtained from the other party. Such information may only be used to fulfill the agreement. The Accounting Firm's proposal, order confirmation, engagement agreement with its terms, and related plans and materials are confidential information. The confidentiality supersedes the termination of the agreement. Both parties must ensure that their personnel are also bound by the confidentiality set out in these terms.

The Accounting Firm has the right to process client data that can be identified as personal data ("Personal Data"). The Accounting Firm processes Personal Data in accordance with applicable laws and regulations.

The client is responsible for ensuring they have the right to provide the personal data necessary for the delivery of the Services to the Accounting Firm and that such data has been processed lawfully.

7. Validity of Agreement

The agreement is valid until further notice with a two (2) month notice period unless otherwise agreed. If neither party terminates a fixed-term agreement at least two (2) months before the agreed end date, the agreement continues until further notice with a two (2) month notice period.

8. Suspension of Services and Termination of Agreement

The Accounting Firm has the right to suspend Services if:

- The client's payment to the Accounting Firm is delayed by more than seven (7) days;
- The client does not provide necessary information or materials on time or otherwise fails to cooperate appropriately in the Service delivery;
- The client otherwise breaches the agreement or the laws, regulations, instructions, or recommendations relevant to the Services;

- The client refuses to follow the Accounting Firm's accounting instructions in situations that may result in criminal or civil liability for the parties. This condition applies even if it is only a matter of the parties' different interpretations of the content or meaning of a law, regulation, recommendation or instruction, such as, for example, the accrual of income and related expenses or the valuation of assets and liabilities in accounting or financial statements.

If the client does not rectify the situation within seven (7) days of the Accounting Firm's written notice, the Accounting Firm has the right to terminate the agreement with immediate effect.

9. The client has the right to terminate the agreement with immediate effect if the Accounting Firm materially breaches the terms of the agreement and does not rectify the situation within seven (7) days of the client's written notice.

10. Either party may terminate the agreement if the other party seeks a composition with its creditors, if a petition is filed for the bankruptcy of its assets, or if the party applies for corporate restructuring or debt restructuring proceedings

11. Certain Services upon Termination

If the agreement ends before the financial statements for a financial year ending during the agreement period are prepared, the Accounting Firm will prepare the financial statements provided that the client pays an advance and provides the necessary information and materials. If the agreement ends during the financial year, the Accounting Firm will, upon receiving an advance, prepare account specifications based on available information. Similarly, the Accounting Firm will take care of necessary payroll and wage accounting specifications. The Accounting Firm charges for these Services in accordance with its established practice.

12. Rights to Materials, Right of Retention, and Delivery to Client

The rights to materials and databases produced by the Accounting Firm shall belong to the Accounting Firm. This shall not affect the client's rights to materials provided to the Accounting Firm by the client. Parties other than the Accounting Firm may not commercially exploit the databases without the Accounting Firm's permission. Legally mandated obligations such as audits or data protection audits shall not be considered commercial exploitation.

The Accounting Firm has the right to retain materials prepared for the client until all receivables from the client have been paid, unless otherwise required by bankruptcy or other mandatory law. Upon payment, the Accounting Firm will promptly make available the client's materials to the client. The client is responsible for collecting the materials at their own expense. If the client does not collect the materials by the deadline set by the Accounting Firm, the Accounting Firm will send them to the client by registered mail, unless otherwise agreed.

The Accounting Firm has the right to keep copies of materials it has prepared even after the termination of the agreement. Basic information of the client is retained for at least five years after the termination of the agreement. The Accounting Firm may charge a separate fee for storing the client's materials.

13. Payments

The basis for the Accounting Firm's fee is agreed in the appendices of the agreement. In addition to the fees, the client must pay the necessary direct travel and other expenses. The client must pay the Accounting Firm's customary fees for additional work unless otherwise agreed. Additional chargeable work includes handling delayed materials, changes to account charts or other materials due to legislative or regulatory changes or industry recommendations, and additional work resulting from official notifications or other requests not attributable to the Accounting Firm. If the official

notification or request is due to the Accounting Firm's error or omission, no additional fee is charged.

Due to the nature of the Services, not all necessary consultations, actions, and services can be estimated in advance.

The Accounting Firm has the right to require an advance payment from the client if it deems it necessary based on the circumstances.

Urgent work is charged at 1.5 times the rate listed in the price list.

The fees do not include VAT, which, along with other indirect taxes and official charges, are added to the fees.

Regardless of other provisions in the agreement, billable hours and hourly rates are primarily determined by the Accounting Firm's best estimate of the work corresponding to a diligent expert's performance. The billed hour may not correspond to the actual time spent. The Accounting Firm converts work into billable hours as objectively as possible.

Service fees must also be paid during the notice period, as specified in the Accounting Firm's price list, even if no Services are performed during the notice period. The basis may be, for example, the average monthly fee for the last six months.

21. Payment Terms and Late Payment Consequences

14. Unless otherwise specified in the Accounting Firm's price list or agreed otherwise, the payment term is 14 days from the invoice date, and late payment interest is charged according to the Finnish Interest Act. The Accounting Firm has the right to charge the collection costs of overdue payments.

15. Invoice Complaints

Complaints about invoices must be made in writing within ten (10) days of the date of the invoice.

16. Changes to Payments and General Terms

The Accounting Firm has the right to change the agreed prices for Services and update and amend these general terms by notifying the client as set out below.

17. The Accounting Firm must notify the client of changes to payment and agreement terms in writing at least thirty (30) days before the change takes effect. The client then has the right to terminate the agreement in writing within fourteen (14) days of the notification date, effective on the date the change takes effect.

18. If payments or their basis change due to legislative or regulatory changes, the Accounting Firm has the right to adjust payments accordingly. Changes must be notified at least fourteen (14) days before they take effect.

19. Responsibilities of the Parties

As an accounting entity, the client is responsible for its accounting, as taxpayer for its taxes, and as an employer of its employees for its employer obligations. The client is responsible for making necessary notifications to authorities and obtaining required permits. These responsibilities are not assigned to the Accounting Firm. The client must ensure that appropriate documentation of business transactions is collected, stored, and delivered to the Accounting Firm. The client is responsible for the accuracy, completeness, and relevance to the accounting of all information and materials provided to the Accounting Firm. The client decides which calculations and reports are prepared and how they are used.

20. The Accounting Firm provides Services and its expertise to the client in accordance with the agreement and these terms. The Accounting Firm must notify the client of any errors it detects in the material provided by the client. However, the Accounting Firm is not obligated to monitor or correct possible calculation or other errors in the materials supplied by the client, nor to verify the information provided by the client, unless otherwise agreed.

The Accounting Firm is liable, subject to the limitations set out in these general terms, for any damage caused to the client as a result of its breach of contract, error in the Service, or negligence. The Accounting Firm is obligated to compensate the damage only to the extent that the client demonstrates that a contractual action performed properly and on time by the Accounting Firm would have prevented or limited the damage.

22. Notification and Correction of Accountant's Error

If the client detects an error in the Service provided by the Accounting Firm, the client must notify the Accounting Firm of the error without undue delay. The Accounting Firm shall have the right and obligation to correct the error free of charge as soon as circumstances allow. If the client fails to notify the Accounting Firm of the error they have detected or should reasonably have detected, the client shall not have the right to make claims based on the error.

If the Accounting Firm no longer has access to the client's information system when the client makes a claim, the client must provide the Accounting Firm access to their information system at their own expense in order for the Accounting Firm to respond to the claim.

23. The Accounting Firm is only responsible for its own actions

The Accounting Firm is not liable for the client's taxes or other damages other than those mentioned in section 22 above. The Accounting Firm is not liable if the damage is caused by incomplete, incorrect, or delayed information or instructions provided by the client, or otherwise due to the client's fault, or if the damage is caused by someone acting on behalf of the client other than the Accounting Firm's personnel. The Accounting Firm is not responsible for damages resulting from the client or someone acting on their behalf failing to comply with applicable laws, regulations, or agreed terms relevant to the Service. The Accounting Firm is in no event liable for business or management decisions. The Client shall decide on and be held liable for them.

The Accounting Firm's liability in situations where the client or a third party has contributed to the damage is not joint and is limited only to the amount of the Accounting Firm's own contribution. The Accounting Firm's liability is not affected by any waiver or limitation of liability agreed at any time between other parties or otherwise caused by settlement, unsuccessful collection, death, liquidation, insolvency, or other discharge of liability.

24. Limitation of Liability to Direct Damages and Maximum Amount

The Accounting Firm is not liable for indirect damages, such as loss of income, profits, turnover, or markets, interruptions in production or service, or other comparable damages. Indirect damages also include additional work required by the client as a result of the Accounting Firm's error.

The Accounting Firm is only liable for direct damages caused by its negligence. The Accounting Firm's total liability for direct financial damages to the client shall be limited to the total fee charged by the Accounting Firm for the Services which caused the claim for damages, and as for ongoing engagements, to the total fee charged by the Accounting Firm 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.

For separate CFO services (interim management), the Accounting Firm's liability is limited to a maximum of 1/12 of the previous 12 months' invoicing for the relevant service.

A damage is considered a single event even if caused by repeated errors and affects several financial years. The damage is considered to have occurred entirely during the financial year in which it mainly appeared, even if part of the damage appears in another financial year.

Breach of contract, error, or omission in performing Services does not result in any consequences for the Accounting Firm other than those stated above.

The Accounting Firm is not responsible for damages related to information systems or interruptions caused by information systems to the Accounting Firm's work, regardless of the cause.

25. Deadline for Claims

Claims against the Accounting Firm must be made in writing without delay. If an error or deficiency is detected or immediately detectable, the complaint must be made immediately and no later than fourteen (14) days. If a specific claim is not made within six (6) months of discovering the damage, no compensation will be paid. Compensation will also not be paid if the claim is made more than three (3) years after the Service was provided. However, if the damage results from an error attributable to the Accounting Firm in a service that directly concerns the client's bookkeeping subject to a tax reassessment audit, a limitation period of six (6) years from the delivery of the relevant service shall apply instead of the aforementioned three-year period.

26. Third-Party Claims

If a third party makes a claim against a party based on the Services or engagement agreement, the other party must be notified without delay. If the Accounting Firm is required to pay damages to a third party, the client must reimburse the Accounting Firm for the loss to the extent it is not due to the Accounting Firm's error or failure to comply with the terms of the agreement. The Accounting Firm's limitations of liability shall also apply to third-party claims in the relationship between the Accounting Firm and the client.

27. Subcontractors and Staff

Unless otherwise agreed or to the extent not required by mandatory legislation, both parties may use subcontractors. Each party is responsible for the performance of their subcontractors as for their own. The Accounting Firm shall not be responsible for work performed by a subcontractor engaged by the client's decision and permission. The client's obligations to the Accounting Firm and the Accounting Firm's limitations of liability shall also apply for the benefit of the Accounting Firm's subcontractors, personnel, shareholders, and executives.

28. Accountant's Liability Insurance

The Accounting Firm maintains an appropriate liability insurance at its own expense. In the event of a claim, the client must provide the insurance company with necessary information and clarifications and allow the insurance company to assess the amount and quality of the damage.

29. Force Majeure; Grounds for Release

If the fulfillment of a party's contractual obligations is prevented, impeded or delayed due to a circumstance beyond the party's control (force majeure), such as a strike, lockout or other labor dispute, fire, other accident or crisis event, thunderstorm or other act of nature, or disturbance in the communication or power supply, the affected party shall be released from fulfilling its contractual obligations and the consequences for as long as the circumstances require. Release grounds shall also include errors or delays by authorities or banks, hardware or software failures, connection or line failures, interruptions or disturbances in data communication or connections, or actions by invoice operators.

30. The party must notify the other party of the force majeure event and its termination without delay.

31. Notifications

Termination or cancellation of the agreement, as well as other contractual notices and notifications, must be made in a verifiable manner in writing. Unless otherwise agreed, notifications are considered made and received on the first business day following the day they are:

- Sent by mail to the address specified in the agreement or later notified in writing by the respective party;
- Sent to the email address specified in the agreement or later notified in writing by the respective party.

32. Electronic Communication

Each party is responsible for its own information security and for maintaining up-to-date antivirus and other protection systems. Both parties acknowledge and accept that, despite these measures, electronic communication may be disrupted. The parties may send each other messages and attachments by email without encryption unless otherwise agreed. Neither party shall be liable for ensuring that any message or attachment sent to it through an electronic communication system is received in an unaltered form or without delay.

33. Use of Shared Information Systems in providing Services

The right to use application software in service production may be based on a) an access granted by the client to the Accounting Firm to the client's own software or software acquired by the client, or b) a limited remote access right granted by the Accounting Firm to the client to software acquired or owned by the Accounting Firm. The terms for situation a) are described in section 34. The terms for situation b) are described in section 35.

34. If the Accounting Firm provides some or all agreed accounting, calculation, or other Services using software acquired by the client, for example over a network, the following applies unless otherwise agreed:

Accounting Firm's Right of Use

The client shall grant or acquire to the Accounting Firm (including its subcontractors), at its own expense, a right to use the software as required for smooth service production. The Accounting Firm must follow the instructions and terms of use given by the client and/or third parties, such as the software manufacturer, and use the access only for the agreed purpose. The Accounting Firm may not transfer the right of use without the client's written consent.

The client shall provide the Accounting Firm with necessary user credentials. The Accounting Firm must store the credentials carefully and ensure that only users designated by the Accounting Firm can use them. The Accounting Firm must have appropriate antivirus, firewall, and other necessary security measures in place.

Client's Responsibility

The application software is located on the client's or the software provider's designated workstation or server. The client is responsible for maintaining the software and ensuring that it can be accessed using standard technical methods. The client is responsible for the costs of building the data connection and transferring data, except for the Accounting Firm's own internet connection costs.

The client is responsible for its own use of the software and the content, accuracy, and appropriateness of the material created with it. Such material shall be considered accounting material provided by the client to the Accounting Firm for the provision of the Service.

Intellectual Property Infringement

The client is responsible for ensuring that the Accounting Firm's use of the software does not infringe any third party's intellectual property rights. The client shall not be responsible for infringement resulting from the Accounting Firm not following the client's proper instructions.

Procedure in case of Intellectual Property Infringement

If a third party claims that the Accounting Firm infringes the third party's intellectual property rights by using the software, the Accounting Firm must notify the client in writing without delay. If the Accounting Firm authorizes the client to respond to the third party's claims and provides the necessary information and assistance, the

client must handle the matter as it sees fit at its own expense and is responsible for any compensation payable by the Accounting Firm.

If the claim is legally accepted or the client considers the claim justified, the client has the right, at its discretion, to:

- Obtain, at its own expense, the right to continue using the software or part thereof;
- Modify the right of use so that no third-party rights are infringed; or
- Replace the software with another functionally equivalent product.

Disruptions and Changes in Software Availability

The Accounting Firm's provision of Services requires appropriate access to the software. The client is responsible for disruptions, interruptions, or data loss resulting in additional work for the Accounting Firm, unless caused by the Accounting Firm or its own internet connection interruptions. The client must resolve the issue as soon as reasonably possible.

The Accounting Firm shall not be responsible for damages caused to the client by a possible suspension, termination, or delay of the right to use the software, nor for any other delays related to the software.

If the suspension, significant change, termination, or change in operating model affects the performance of the Services, such as the workload and costs, the Accounting Firm has the right to adjust the fees charged to the client accordingly.

Validity and Termination of Access Rights

Remote access rights are valid only as long as the client has the right to use the software. Remote access rights end at the latest when the engagement agreement for the Services ends.

35. If it is agreed that the client produces part of the accounting, calculation, or other material related to the Service using remote access to software acquired or owned by the Accounting Firm, the following shall apply unless otherwise agreed:

Client's Right of Use

The Accounting Firm grants or acquires, for a separate fee, a limited remote access right for the client to use the software used by the Accounting Firm. The client must follow the instructions and terms of use given by the Accounting Firm and/or third parties, such as the software manufacturer, and use the right only for the agreed purpose. The client may not assign the remote access right without the Accounting Firm's written consent, unless required by mandatory law. Typical situations of transfer resulting from mandatory law include transfers for audits or regulatory government inspections. The client is responsible for costs arising from such transfers.

The service provider provides user-specific credentials to the client. The client must store the credentials carefully and, unless otherwise agreed, ensure that only named employees of the client may use them. The client is always responsible for actions taken using the credentials provided to them.

The software is located on the Accounting Firm's, its subcontractor's, or the software provider's server. The client is responsible for the costs of acquiring and transferring its own data connection and for the combability, functionality, and maintenance of the software and terminal and computer equipment it uses in relation to the software. The client must have appropriate antivirus, firewall, and other necessary security solutions in place. Unless otherwise agreed, the Accounting Firm shall not be responsible for the functionality of the software in the client's operating environment, or the changes required in the Client's operating environment due to corrections, updates or maintenance of the software.

The client is responsible for its own use of the software and the content, accuracy, and appropriateness of the material created with it. Such material is considered accounting material provided by the client to the Accounting Firm.

Intellectual Property Infringement

The Accounting Firm is responsible for ensuring that remote access does not infringe any third party's intellectual property rights in Finland at the time the agreement is entered into. The Accounting Firm is not responsible for infringements resulting from the client not following instructions or using the software for purposes other than those agreed.

Procedure in Case of Intellectual Property Infringement

If a third party claims that the client infringes its intellectual property rights by using remote access, the client must notify the Accounting Firm in writing without delay. If the client authorizes the Accounting Firm to respond to the third party's claims and provides the necessary information and assistance, the Accounting Firm will handle the matter as it sees fit at its own expense and is responsible for any compensation payable by the client. Payment of compensation shall be subject to the condition that liability for the infringement is attributable to the accounting firm in accordance with these terms and conditions.

If the claim is legally accepted or the Accounting Firm considers the claim justified, the Accounting Firm has the right, at its discretion, to:

- Obtain, at its own expense, the right to continue using the software or part thereof,
- modify the remote access right so that no third-party rights are infringed;
- Replace the remote access right with another functionally equivalent software;
- Terminate the remote access right with immediate effect.

Infringement is not considered an error or delay by the Accounting Firm. The Accounting Firm's liability for infringement is limited to the actions described in this section.

Disruptions and Changes in Software Availability

The Accounting Firm does not guarantee error-free or continuous operation of the software unless otherwise agreed separately. The Accounting Firm is not responsible for damages arising from disruptions, interruptions, or data loss. The client must notify the Accounting Firm of any disruptions with specific details, and the Accounting Firm will attempt to resolve the issue as soon as the nature of the disruption reasonably requires and as far as reasonably possible. The correction may be made, for example, by providing instructions on how to bypass the problem. If the disruption is due to reasons other than those attributable to the Accounting Firm, the Accounting Firm may charge a separate fee for the investigation or troubleshooting work.

Validity and Termination of Remote Access Rights

Remote access rights are valid only as long as the Accounting Firm has the right to use the software. Remote access rights end at the latest when the engagement agreement for the Services ends.

Changes

If the termination of remote access or a change in the operating model affects the performance of the Services, such as the workload or costs of the Accounting Firm, the Accounting Firm has the right to adjust the fees charged to the client accordingly.

36. Recruitment Restriction

Neither party may, without the other party's consent, employ a person who is or has been employed by the other party and has performed essential tasks related to the Services, or agree on any other arrangements to obtain the work input of such a person, until six (6) months have passed since the termination of the agreement for the Services.

Unless otherwise agreed, the party breaching the recruitment restriction must pay the other party compensation equal to six (6) months' gross salary of the employee in question.

The recruitment restriction shall not apply if the employment relationship of such person ended for reasons attributable to the employer.

37. Sanctions

Sanctions in this context refer to laws and regulations adopted by the United Nations, European Union, Finland, and the United States that prohibit transactions with individuals or organizations defined in the regulations.

The client warrants that neither the client, its direct or indirect shareholders or partners, nor its senior management are subject to sanctions. The client undertakes to promptly notify the Accounting Firm if circumstances change during the agreement so that this warranty is no longer valid.

Regardless of the limitations of liability, the client shall be responsible for all damages, penalties, and costs incurred by the Accounting Firm or its group companies due to the client's warranty being invalid or failure to notify as required.

The Accounting Firm has the right to terminate the agreement or limit its obligations under the agreement if it has a justified reason to do so based on sanctions. The Accounting Firm is not liable for damage caused by such termination or limitation.

38. Use of Data Generated During Service

The Accounting Firm has the right to use data generated during the provision of Services for the marketing of additional services.

39. Assignment of Agreement

Assignment of the agreement is only permitted with the other party's written consent. However, if the Accounting Firm transfers its business, including the Services, it may transfer the agreement with its rights and obligations to the transferee, unless otherwise provided by mandatory law.

40. Amendment of Agreement

Amendments to the agreement, other than those specified in sections 16, 18, 34, and 35, must be made by mutual written agreement.

Previous Agreements

41. The agreement for the Services containing these terms supersedes all previous agreements and oral or written notifications between the parties regarding the Services.

42. Dispute Resolution

The parties will seek to resolve disputes through negotiation. Disputes arising from this agreement will primarily be resolved amicably according to the Finnish Bar Association's mediation rules or, if possible, in court mediation. Settlement may be submitted for confirmation by an arbitrator. Otherwise, disputes will be resolved in the district court of the defendant's domicile.

43. Other Terms

The agreement is governed by these general terms and other documents mentioned in the agreement in accordance with the laws of Finland. Information in the Accounting Firm's brochures, price lists, and other materials is part of the agreement only if specifically mentioned in the proposal, order confirmation, or agreement.

44. Order of Precedence

If the agreement documents are in conflict with each other, they shall apply in the following order of precedence:

- Engagement agreement;
 - Service specification and other appendices in numerical order;
 - These general terms and conditions
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