Applied terms and conditions

Moosedog Oy (hereinafter “the Attorney”) applies the following general terms and conditions to all assignments. They are based on the General Conditions Concerning Mandates of the Association of Finnish Patent Attorneys. The party giving the assignment is referred to as “the Client”.

1. The Attorney shall safeguard the Client’s interests and rights and carry out each assignment with due care and professional skill and within a reasonable time, taking the circumstances into account. The Attorney shall keep confidential information received from the Client confidential, as required by good professional practice and the Finnish Act on Authorised Industrial Property Attorneys (22/2014).

2. The Attorney is entitled to rely on receiving from the Client all information necessary for the matter. Where the assignment concerns an application for an intellectual property right, the Client shall inform the Attorney of the scope of the assignment, of any known circumstances relevant to the matter, and of any earlier applications and publications in the same field.

3. The Client is responsible for ensuring that it has the right, to the extent the assignment requires, to dispose of the subject matter of the assignment (the invention, design, trademark, etc.), including the material supplied to the Attorney, such as drawings and other information.

4. The Attorney shall carry out searches of earlier rights, prior art or prior designs only where this has been specifically agreed.

5. Unless a fee has been agreed in advance, the Attorney is entitled to the fee

it customarily charges for similar assignments.

6. The Attorney is entitled to request advance payment.

7. The Attorney may withdraw from an assignment if the Client stops paying the Attorney's fees or refuses to pay them.

8. When documents drafted by the Attorney are sent to the Client for review and comment, the Client shall check the documents for substantive and technical accuracy.

9. The Attorney is entitled to assume that the Client accepts the contents of the documents unless the Client promptly informs the Attorney otherwise.

10. The Attorney shall keep the Client informed of the progress of the matter. The Client shall provide the Attorney with the information needed to handle the matter.

11. Where a time limit applies in the matter, the Client shall provide all necessary material in good time so that the work can be carried out with due care. Both the Attorney and the Client shall observe the official time limits notified to them.

12. If the Client's instructions are not received well before a time limit expires, the Attorney shall apply for an extension where this is possible and the circumstances do not indicate otherwise. The Attorney is entitled to a reasonable fee for doing so.

13. If the Attorney receives an assignment or instructions too late, the Attorney is not liable for any loss arising from the assignment not having been carried out in time.

14. Where the assignment involves action outside Finland, the Attorney is entitled to engage a third party or local attorney to take that action on the Client's behalf. Such third party or local attorneys shall be selected with due care. The Attorney is not liable for the errors or omissions of a third party or local attorney, but shall inform the Client of any circumstances that come to the Attorney's attention and that may be assumed to be relevant to

the Client.

15. If the Client wishes to claim that work carried out by the Attorney is defective or has caused loss, the Client shall notify the Attorney within thirty (30) days of discovering the error, or of when it should have discovered it. Such a complaint must in any event be made within one year of the work complained of.

16. If the Attorney negligently causes the Client financial loss, the Attorney shall compensate the loss up to a maximum of two hundred and fifty thousand euros (€250,000). The Attorney's liability is limited to established direct loss. The Attorney is not liable for any indirect or consequential loss.

17. Where the amount of the loss cannot be assessed, the Attorney's liability is limited to the amount the Client has paid the Attorney in the matter to which the loss relates, and in any event to no more than €250,000.

18. The Attorney shall maintain professional liability insurance with cover of €250,000.

19. The Attorney may withdraw from an assignment where it is required or entitled to do so under the guidelines on good professional practice issued by the Industrial Property Attorney Board.

20. The Attorney may also withdraw from an assignment if the content or scope of the assignment has materially changed or expanded.

21. In particular, the Attorney may withdraw if the Client fails to fulfil its obligations or requires the Attorney to act contrary to good professional practice.

22. After withdrawing, the Attorney is under no obligation to forward, review or respond to any further communications it receives in the matter. The same applies where the Client has instructed the Attorney to abandon the matter or to remove it from the Attorney's docket.

23. Once an intellectual property right has been granted or registered, the Attorney's obligations are limited to forwarding communications received

concerning that right. The Attorney is entitled to a fee and reimbursement of expenses for doing so.

24. The Client is expected to take note of any notices concerning time limits for maintaining or renewing an intellectual property right. If the Client wishes to keep a right in force, it is expected to give the Attorney the necessary instructions well before the time limit expires, even if it has not received a reminder about the maintenance or renewal.

25. The Client's instructions to maintain or abandon a right shall be complete and clear.

26. If instructions, together with any payment requested for carrying them out, do not reach the Attorney in time, the Attorney is entitled to assume that the Client intends to abandon the matter.

27. All communications shall be directed to the contact person, if any, and the contact details most recently notified by the Client, including its postal address, email address, telephone number and any other contact details. The Client shall promptly inform the Attorney of any change to its contact details or designated contact person. If the Attorney is unable to reach the Client because any such change was not notified, the Attorney is under no obligation to act in the matter and is not liable for any matter that has lapsed as a result.

28. The relationship between the Client and the Attorney is governed by the laws of Finland. Any dispute arising from the assignment shall be settled in Finland by a sole arbitrator in accordance with the Finnish Arbitration Act. The arbitrator shall be appointed by the Arbitration Institute of the Finland Chamber of Commerce.

29. Either party is nevertheless entitled to bring a matter concerning an overdue receivable before the ordinary courts and enforcement authorities.