

## GENERAL CONDITIONS CONCERNING MANDATES (YT 04)

1. The **attorney** shall safeguard the **principal's** interests and rights and shall carry out the mandates received with due diligence, in a professional manner and within reasonable time, observing the prevailing conditions. The **attorney** shall keep confidential information received from the **principal** in secrecy in accordance with good counseling principles.

The **attorney** shall be entitled to rely on receiving all necessary information concerning the case from the **principal**. When the mandate concerns an application for an Intellectual Property Right, the **principal** shall inform the **attorney** of the extent of the mandate, of any relevant known circumstances and of any previously filed applications and publications relating to the same field.

The **principal** is responsible for the fact, that he is entitled to dispose of the commission (the invention, model, trademark etc.) including the documentation delivered to the **attorney**, e.g. drawings and other information, to the extent that is required by the mandate.

The **attorney** shall conduct background searches into earlier rights, prior art or designs only on the basis of a specific agreement to that effect.

2. Unless an agreement on the remuneration has been reached beforehand, the **attorney** will be entitled to a compensation as is usual with regard to similar mandates.

The **attorney** shall be entitled to a retainer.

The **attorney** shall be entitled to give up a mandate, if the **principal** interrupts payment fees or refuses to pay his fee.

3. When documents prepared by the **attorney** are submitted to the **principal** for consideration and comments, the **principal** shall check the accuracy of said documents as well as their technical accuracy.

The **attorney** shall be entitled to assume, that the **principal** fully accepts the contents of such documents, unless the **principal** states otherwise without delay.

4. The **attorney** shall keep the **principal** informed of the progress of the case. The **principal** shall provide the **attorney** with necessary information for handling the case.

5. If there is a time limit to be observed in the case, the **principal** must provide all relevant information in due time in order to facilitate the work to be carried out with required due diligence. Both the **attorney** and the **principal** shall observe any said official time limits, of which they have been informed.

If the **principal's** instructions are not received well before the expiry of the time limit, the **attorney** shall, where possible, apply for an extension of time, unless the circumstances indicate otherwise. The **attorney** is entitled to a reasonable fee for such measures.

If the **attorney** receives a mandate or instructions too late, the **attorney** shall not be liable for any damage, based upon the fact that the mandate has not been carried out in due time.

6. As far as the mandate covers measures to be taken outside Finland, the **attorney** shall be entitled to agree with a third party/local attorney that such measures be taken on behalf of the **principal**. Such third party/local counsel shall be appointed with due diligence. The **attorney** shall not be liable for any wrongdoings or omissions by such third party/local counsel, but is obliged to inform the **principal** of any circumstances that the **attorney** has become aware of and which can be of importance for the **principal**.
7. Should the **principal** wish to claim, that work carried out by the **attorney** is incorrect or has led to any damages, the **principal** shall inform the **attorney** accordingly within reasonable time after the **principal** has or should have become aware of the error (complaint). Such complaint must, however, be made within one year after the work covered by such complaint was completed.

An **attorney**, who by negligence causes the **principal** economic damages, shall compensate any such proved damages with a maximum amount of twohundredfiftythousand (250 000) euros. Where it is not possible to determine the extent of such damages, the **attorney's** liability shall be limited to the amount that the **principal** has paid the **attorney** for the mandate.

The **attorney** shall have a current liability insurance coverage amounting to twohundredfiftythousand (250 000) euros.

8. The **attorney** shall have the right to resign from the mandate, if the mandate has been essentially altered or extended in respect of its contents. The **attorney** shall also have the right to resign from the mandate if the **principal** does not fulfil his obligations or if the **principal** requires the **attorney** to act against good professional ethics. In such a case the **attorney** is under no obligation to forward any communications that he may still receive in the matter, to review such communications or to respond to them. The said rules apply if the **principal** has issued instructions to the effect, that the mandate should be abandoned or removed from the **attorney's** records.
9. The **attorney's** obligation to carry out measures after the property right concerned has been granted is limited to the forwarding of communications received, related to said right. The **attorney** shall be entitled to compensation for any services and expenses involved.
10. The **principal** is expected to observe any communications concerning time limits for the maintaining or renewing any property right. Should the **principal** wish a granted property right to be maintained, he is expected to provide the **attorney** with necessary instructions for the maintaining of said right well before the expiry of such a time limit, even though the **principal** has not received a reminder in respect of the maintenance or a renewal.

The **principal's** instructions for the maintaining or the abandoning of a right shall be complete and clear.

Should the instructions for a mandate or any requested payment not receive the **attorney** in time, the **attorney** shall be entitled to conclude that the **principal** has chosen to withdraw the mandate.

11. All communications shall be sent to the address as most recently stated by the **principal**. The **principal** shall inform the **attorney** of any change of his address. Should the **attorney** be unable to reach the **principal** because of not having been informed of any change of the address, the **attorney** shall not be under any obligation to act in the matter. The **attorney** shall not be responsible for a case which has lapsed, because of failure to inform of a change of address.
12. The relationship between the **principal** and the **attorney** shall be governed by the laws of Finland. Any dispute arising from a mandate shall be settled in Finland in arbitration proceedings in accordance with the Act on Arbitration by one single arbitrator. Such arbitrator shall be appointed by the Arbitration Institute of the Central Chamber of Commerce of Finland.

Either party is, however, entitled to bring a matter concerning an overdue claim before a general court and execution authorities.