

## General terms for all commissions

These general terms apply to all the services that the Attorney Firm Tammer-Juristit Oy provides to their clients, unless something else has been explicitly agreed to in writing with the client. If these terms are in conflict with the terms of the commission agreement, the terms of the commission agreement will be abided by.

- Managing the commission and our services

The commission will be taken care of in a professional and careful manner, abiding by good professional ethics. The good professional ethics can be found on the web site for the Finnish Bar Association at [www.asianajajalitto.fi](http://www.asianajajalitto.fi).

The person responsible for the commission, may use staff belonging to the receiver of the commission, to take care of the commission. The receiver of the commission has the right to change the person responsible for the commission (to another person on his/her staff), by letting the client know before-hand. If the commission receiver's person responsible for the commission and other staff that have worked on the commission are temporarily unable to take care of the commission in the stated time period (e.g. they are assisting in court), the commission receiver may use equally qualified personnel from outside of his/her firm by letting the client know as soon as possible.

Commissions are always governed by Finnish law and the Finnish Bar Associations rules and instructions, as well as the Electronic Trading Rules, and the Consumer Trading Rules. The terms of the commission can only be change in writing.

The contracting parties are Asianajotoimisto ( Attorney Firm) Tammer-Juristit Oy (latter on as Tammer-Juristit or contractor) and the giver of the commission (the client); not any one attorney or lawyer.

The contractor has been entered into the trade register that the National Board of Patents and Registration maintains. The contractors identity code is 1053452-4, and value-added tax number is FI 1053452.

On behalf of the contactor the responsible person for the commission, is primarily the person who has accepted the commission, or the lawyer whose name is on the contract.

The attorneys and lawyers of the contractor are named in the Finnish Bar Association's list of attorneys.

The authority that oversees attorneys is:

The Finnish Bar Association, PL 194 (Simonkatu 12) 00101 HELSINKI  
Telephone (09) 6866 1299 [info@asianajajaliitto.fi](mailto:info@asianajajaliitto.fi)

The legal services that Tammer-Juristit offer their clients, are based on the information and instructions of the commission. This information will not be used for any other purpose. Our services only include legal counselling. Appropriate legal counselling requires that the client has given the contractor all the necessary information pertaining to the commission and that the client keeps us up to speed on all possible changes.

The contractor has the right to withdraw from a commission, but only by abiding by good professional ethics.

- FEES AND INVOICES

The contractor will charge for work done, using the current list of prices. The current list of prices can be found on our web site and a copy may be obtained from our office.

Our fee will be affected among other things by the following:

- time used,
- demanded level of skill and experience,
- the amount of financial interest involved in the commission,
- possible risks and
- the urgency of the case.

The minimum service fee (e.g. telephone conference or electronic mail) is 15 minutes. The fee for taking care of the commission will be calculated by adding up the actual accumulated costs.

In-case travelling is necessary, the normal fee will be charged for time spent travelling. We will also be charging for travel compensation which is subject to the decision given by the National Board of Taxation on tax-free travelling cost compensations.

Accumulated fees will usually be invoiced after agreed tasks have been completed. In the case of a trial, the accumulated fees will be invoiced at the latest by court instances, after the decision has been given. Fees that are to be paid to outsiders, may be invoiced beforehand. In long-lasting cases the client will be invoiced monthly, or in some other time frame that the contractor sees appropriate. The contractor also has the right to invoice for an advance payment before taking on the commission and if the case takes a long time another advance payment or so called intermediate payment may be invoiced. If the invoiced advance payment or intermediate payment is not paid by the due date, the contractor has the right to terminate the whole commission, at which time all of the unpaid fees and accumulated costs are due immediately to be paid. Advance payments are deducted in the final invoicing stage.

The amount of the invoice is not affected by the fact that the clients insurance is covering the fees or the fact that the adversary has been ordered to pay the costs of the trial. The client will be invoiced, even if a third party has been ordered to pay the clients costs of the trial.

Estimated invoice calculations are only ball-park figures, based on the information that is known at the time the estimate was given. Estimates are not valid unless they have been guaranteed in writing.

Added to the invoice will be the possible value added tax which will be applied using the valid tax base. Other addons will be costs that you will find in our price-list.

Terms of payment are 14 days from the invoice date. Invoices paid after the due date will be charged legal penal interest and other charges mentioned in the price-list.

It is our primary aim to handle unclear issues or disagreements about the handling of a case and invoicing, by negotiating with the client.

- LACK OF IMPARTIALITY

The contractor always conducts an inhouse impediment inquiry before accepting a commission. If the contractor is disqualified in the matter, the client is informed and advised about finding another attorney.

In a case that is already ongoing, even though the impediment inquiry was done, sometimes issues arise, and the contractor cannot represent the client in the case or future cases. In these cases rules for attorneys are abided by.

- RESPONSIBILITY LIMITING AND LIABILITY INSURANCE

The contractor and his or her partners (together) maximum responsibility to the client or clients, for handling a case is limited to 200.000 euros if the fees for the case exceeds 20.000 euros (without value added tax and other direct costs added). If the fees are under 20.000 euros (without value added tax and other direct costs added) the maximum responsibility is 100.000 euros. If the damage was caused intentionally or by gross carelessness, the party that caused the damage is liable to pay for the full amount of the damages caused.

The contractors responsibility to the client is lowered by the amount the client receives from his or her insurance or some other agreement or compensation commitment that the client is a party to, or the beneficiary of.

The contractor is not liable for damages to the client, if the client uses advice or documents for other purposes than what they were prepared for.

Terms that limit an attorneys personal responsibility will only be used in the way that the law allows.

The contractor has valid liability insurance, that has a maximum coverage of 200.000 euros at time of settlement, that covers his or her business. The details of the insurance company are:

Pohjola Vakuutus Oy, Lapinmäentie 1, 00013 Pohjola, Telephone 0303 0303  
business identity code 1458359-3

- INSURANCE FOR LEGAL EXPENSES AND TERMS FOR LEGAL-AID MATTERS

The client has been informed about the possibility to use due process insurance or legal aid. The benefits from due process insurance are based on the agreement between the client and his/her insurance company. The client must take into consideration that the compensation for legal fees is paid according to the terms of the insurance policy and this is usually only after a decision has been given by the court or after the insurance company has agreed to a settlement. In some cases the amount of compensation paid out by the insurance company may be smaller than the attorney's fees. The insurance company will deduct the clients deductible from the compensation payment, as stated in the policy terms. Because the granting of benefits from an insurance policy and compensation amounts, are based on the terms of the policy and the discretion of the insurance agency,

the contractor does not guarantee that the benefits will be granted, or that they will be sufficient enough to cover the total cost of the legal fees.

If the client is entitled to legal aid, the invoice will be sent to the state to be paid. Legal aid cases are invoiced according to legal aid case rules. If the client has been granted legal aid, the client must inform the contractor of any changes in his/her income. If an agreement is reached that legal aid will not be applied for, and if the client in the middle of the legal process decides to apply for legal aid, the work completed up to that point will be invoiced according to this agreement. Applying for legal aid at this point of the commission gives the contractor the right to terminate the commission agreement and to invoice for all started actions immediately.

- CONFLICT OVER FEES AND DISSATISFACTION WITH ADVOCACY SERVICES

If the client feels that the contractor's invoice is not correct or that it is too expensive, the client has the possibility of taking the dispute concerning the invoice to the Finnish Bar Association's Control Authority to be estimated. A consumer client also has the right to take the dispute concerning the invoice to the consumer complaint board to be accessed.

If the client is unsatisfied in some other way with the contractor's service, the client may complain to the Finnish Bar Association's Control Authority.

- IN ACCORDANCE WITH CONSUMER LAW CONFIRMATION NOTIFICATION AND TELE-COMMISSIONING

In accordance with the consumer protection laws about confirming information, the contractor informs the consumer (the client) about the right to cancel a commission agreement made by telephone, letter, email, through the web site, or by some other manner of communication, within 14 days of making the agreement, by informing the contractor at the following address:

Asianajotoimisto Tammer\_Juristit Oy, Aleksis Kiven katu 11 C, 33100 Tampere  
Telephone 010 346 6640, Fax 010 346 6649, [info@tammer-juristit](mailto:info@tammer-juristit)  
[www.tammer-juristit.fi](http://www.tammer-juristit.fi), identity code: 1053452-4

If, on the request of the client, the contractor or his/her employees have started work on the commission before the cancellation period has ended, the client must pay a fair price for completed services, if the client decides to cancel the commission agreement. If however the commission has been completed fully, the client cannot cancel the commission. The cancellation form and instructions are attached (Annex 1).

A telecommunicated order for a commission is an order that is not directly binding. Before accepting the order, the contractor must determine what the client's objective is, what the client wants, and what legal outcomes will follow if different strategies are used. Before ratifying the commission the contractor must make a telephone call or at least email the client and make sure that the client is really in need of legal help and that the client is of sound mind and body to make a commission agreement. If no obstacles are to be seen the commission is ratified.

- AN OUTSIDE OF COURT DISPUTE SOLVING BODY

If a dispute over the commission cannot be resolved by the two parties by negotiating, the consumer can take the matter to the Consumer Dispute Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)) to be settled.

Before taking the matter to the Consumer Dispute Board the consumer must be in touch with the magistrates consumer consultant ([www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi))

- THE CLIENTS RESPONSIBILITIES

The client must inform the contractor of any changes in his/her contact information immediately. If the client receives a subpoena, summons to court, a request for a statement or something else to do with material which is connected to the commission, the client must inform the contractor without delay.

The client must inform the contractor immediately of any possible contact from the opposition and of all changes that may have some effect on the ongoing commission.

It is the clients responsibility to collect all of the documents concerning the case within three (3) months of the commissions termination. The documents may also be mailed to the client, at the clients expense. If the client fails to collect the documents within this time-frame the contractor has the right to dispose of all the documents, except the original copies that belong to the client.

- THE CONCLUSION OF THE COMMISSION

The client may terminate the commission at any time by informing the contractor in writing. The contractor has the right to terminate the commission if the client does not pay the contractors invoice by its due date.

In some cases the contractor may have the right or responsibility according to the rules governing attorneys to withdraw from working on a commission.

If the client has not paid the advance payment or the so called intermediate payment by the due date, the contractor has the right to call off (or terminate) the whole commission and all the unpaid fees and costs are due to be paid immediately.

At the completion of the commission all the unpaid fees and costs are due to be paid immediately.

- VALIDITY AND COMPLAINTS

The commission is binding when both parties have accepted the contract, and the agreement does not require signing. The contractor may send emails about the commission to the email account that the client has given. Documents and notifications may be sent by fax to the fax number the client has given.

When both parties of the commission have fulfilled their obligations, the commission is no longer valid and there is no need for a termination notice.

The consumer has the right to cancel the commission agreement by informing the contractor by telephone, letter, email, through the web site, or any other mail service within 14 days of receiving the confirmation of the acceptance of the agreement. This right is forfeited if the fulfilling of the commission has begun, with the acceptance of the client.

The client must present his/her objections to the terms of the commission, to the responsible attorney in writing within 14 days of the beginning of work on the commission. Otherwise the client is viewed to have approved the terms.

Possible compensation claims are to be presented to the contractor in writing within 6 months of consultation or when the commission or its major part can be seen to be over, depending on which of these times comes first. The contractor is not responsible for possible indirect damages.

These constant terms are valid from 12.7.2017

## CANCELLATION FORM FOR TELECOMMUNICATION SALES

Fill out this form and send it back only if you wish to cancel a commission that was made by email, through our web site or by telephone.

Receiver:

Asianajotoimisto Tammer-Juristit Oy

Aleksis Kiven katu 11 C

33100 Tampere

Telephone 010 34 66 640

Fax 010 3466 649

[Info@tammer-juristit.fi](mailto:Info@tammer-juristit.fi)

I / We wish to inform you that I / We want to cancel the agreement that concerns the following service:

Service:

Date of agreement:

Consumers name:

Consumers address:

More information:

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Place and date

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Signature and name if signatory in block letters

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ANNEX 1