

# General conditions of contract of Tekir Oy

Updated May 17, 2021

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It provides peace of mind if we know what has been agreed upon and on which terms. Presented here are our conditions of contract.

## 1. 1. APPLICATION OF THE CONDITIONS

- 1.1 These general conditions of contract shall apply to the consulting services provided by Tekir to the Customer in addition to what is separately agreed concerning said services. Tekir and the Customer shall hereinafter be jointly referred to as the "Parties".
- 1.2 These general conditions of contract shall form part of the written agreement concluded with the Customer or, where appropriate, of the offer by Tekir accepted by the Customer (hereinafter jointly referred to as the "Agreement").

## 2. OBLIGATIONS OF THE PARTIES

- 2.1 Tekir is obligated to provide the Customer proficient consulting service of good quality in the manner agreed separately at each time. The contents of the consulting services are specified in the Agreement and its possible annexes. Tekir shall perform the consulting services utilizing its own working methods. Tekir shall be responsible for the reporting and documentation for the consulting services in the manner agreed in the Agreement.
- 2.2 The Customer is responsible for the payment of the agreed charges and for the performance of any tasks that have been agreed to fall within the Customer's scope of responsibility. The Customer shall provide Tekir all information and materials without costs that Tekir may need in order to provide the agreed consulting service to the Customer. The Customer is responsible for the accuracy of the information it provides and for ensuring that the consulting services purchased by the Customer correspond to the needs of the Customer's activities and organization

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We guarantee that we will only provide proficient service of good quality. The provision of such service is our duty.

## 3. 3. CRITERIA FOR CHARGE AND TERMS OF PAYMENT

- 3.1 If a separate project price has been agreed for an assignment, that price shall be complied with.
- 3.2 If a separate project price has not been agreed for an assignment, the assignment shall be charged using an hourly rate in accordance with the following criteria for charge:
  - Assistive consultation: 150 euros per hour + VAT
  - Operative consultation: 230 euros per hour + VAT
  - Strategic consultation: 350 euros per hour + VAT
  - Strategic consultation by Saukkomaa: 700 euros per hour + VAT
- 3.3 Tekir's prices are presented exclusive of VAT and other taxes and fees that the Customer is obligated to pay in accordance with the existing legislation at each time. Tekir shall always have the right to change its prices when the price change is based on a change in legislation or tax practice or the decision of an authority.

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In order to provide you the best possible service, we must be able to rely on the accuracy of the information you provide.

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Generally, you and we determine the price of a project before it begins, but if the price has not been agreed, our hourly rates shall apply.

3.4 Tekir shall have the right to charge the Customer for possible expenses related to the provision of consulting services resulting, for example, from travel, subcontracting, media monitoring services, rental fees of premises, catering, translation work, printing costs, etc., which have been agreed with the Customer in advance. Invoicing of pass-through expenses shall be subject to a 10 % surcharge by Tekir. The Customer shall not be invoiced for travel or travelling time within the metropolitan area.

For example, a 10 percent invoice fee will be added to subcontracting costs resulting from photography, translation work, and catering.

3.5 Tekir shall have the right to invoice one half of the possible project price once the offer has been accepted, and the rest once the project has been completed. Consulting work charged on an hourly basis shall be invoiced afterwards by Tekir each month. The payment term is 14 days from the invoice date, after which Tekir shall have the right to charge late payment interest in accordance with the Finnish Interest Act.

We will invoice one half of the project once our offer has been accepted. The other half will be invoiced when the agreed project is completed.

3.6 The Customer must submit any complaints pertaining to an invoice in writing within eight (8) days of the invoice date.

You have 14 calendar days to pay the invoice from the date on which the invoice was issued.

3.7 If the Customer has neglected their payment obligation, Tekir may refuse to perform its obligations toward the Customer by giving notice of the matter in writing or, if it sees fit, change the payment term. If the Customer has not fulfilled its payment obligation within 30 days of Tekir's notice, Tekir shall have the right to terminate the Agreement concluded between the Parties.

#### 4. CONFIDENTIALITY

4.1 The Parties undertake to maintain the secrecy of all information received in order to realize the purpose of the Agreement pertaining to the other Party or its business activities that has been marked confidential or should be understood to be confidential regardless of the format of the information (hereinafter referred to as "Confidential information") and to refrain from using Confidential information except for the purpose of the Agreement, unless the Parties have otherwise agreed on the matter in writing in advance.

We are bound by a strict obligation of secrecy pertaining to any confidential information you provide. We will not use the information you have provided for any other purposes than the projects we mutually agree on.

4.2 Confidential information does not include information:

- a) That is public or widely known or publicly available at the time of disclosure or later becomes public or widely known for reasons other than neglect by a Party;
- b) That was demonstrably known to the Party before the information was disclosed or was independently developed by the Party;
- c) That is received legally from a third party who had the right to disclose the information and the use of which is not subject to restrictions.

4.3 The Parties may disclose confidential information to such employees, advisers, or subcontractors for whom access to such information is absolutely necessary and who are bound by the obligation to maintain secrecy under an agreement, law, or other provisions or regulations, and who undertake to at least maintain confidentiality under this paragraph 4.

4.4 A Party shall have the right to disclose Confidential information to an authority if this is based on mandatory legislation, court order, or official regulation, but in such a way that the Party must give notice of any such matter to the other Party before disclosing the Confidential information in question, where possible without breaking the relevant law or regulation. In addition, the Party must verify that the authority receiving the Confidential information is aware of the fact that the information in question is considered confidential.

4.5 The Parties' obligation to maintain secrecy as agreed in this paragraph 4 is in force for the duration of the Agreement and shall remain in force even after the Agreement has expired.

The obligation to maintain secrecy will remain even after the agreement has expired.

4.6 Notwithstanding confidentiality, Tekir shall always have the right to disclose the Customer if an assignment requires interaction with a political decision-maker or civil servant.

**We always act in a transparent manner toward official authorities.**

## 5. RIGHTS

5.1 No immaterial rights or any other rights to materials, information, documentation, or software owned by the Parties before the conclusion of the Agreement shall be transferred with the Agreement, unless specifically agreed otherwise in the Agreement.

5.2 The Customer shall own and have exclusive rights to any data and materials produced as a result of the consulting services provided to the Customer, and Tekir shall have no right to use said data and material in its other projects or for any other purposes or to disclose them further to a third party, unless specifically agreed otherwise in the Agreement.

**You will always have full exclusive rights to any material we produce as a result of a project agreed by you and us.**

5.3 For the avoidance of doubt, Tekir shall have the right to use the general knowhow and skills developed during the provision of consulting services freely within its own business activities, taking into account the obligation to maintain secrecy agreed in paragraph 4.

## 6. SUBCONTRACTORS

6.1 Tekir shall have the right to use subcontractors for the provision of consulting services. Tekir shall be responsible for any work performed by subcontractors to the same extent as its own work.

**We are responsible for the work carried out by our subcontractors as if it was our own doing.**

6.2 The obligation to maintain secrecy provided by paragraph 4 of these conditions of contract shall apply to Tekir's subcontractors.

## 7. RESTRICTIONS OF LIABILITY

7.1 Neither party shall be responsible for consequential or indirect damage. Such damage is considered to include, among other things, unobtained operating income, loss of market share, reduction of goodwill, and damage caused by suspension of operations or production.

**We will not be held responsible for consequential or indirect damage.**

7.2 A Party is obligated to compensate the other Party for any direct damage it causes. A Party's liability to compensate for direct damage incurred by the other Party shall be restricted to the total price of the consulting services provided under the Agreement.

7.3 The restrictions of liability agreed above shall not apply to (i) damage caused deliberately or by gross negligence; or (ii) material damage or personal injury.

## 8. DURATION AND EXPIRY OF THE AGREEMENT

8.1 The Agreement shall enter into force once both Parties have signed it or once the Customer accepts Tekir's offer.

8.2 The Agreement shall remain in force until both Parties have performed their obligations under the Agreement, unless otherwise has specifically been agreed on in the Agreement.

8.3 The Customer shall be obligated to pay for the performed work in accordance with the agreed criteria for charge until the expiry of the Agreement.

**The agreement concluded between us and you will enter into force and our cooperation begin when you have accepted our offer.**

**8.4** A Party shall have the right to terminate the Agreement with immediate effect by giving notice of the matter to the other Party in writing if:

- a) The other Party materially breaches the agreement and does not remedy their action within thirty (30) days of receiving a written notice concerning the matter; or
- b) It has become apparent that performance of the agreement by a Party, who has encountered a force majeure situation, will be delayed by more than sixty (60) days due to a force majeure situation without either Party being entitled to claim compensation; or
- c) A Party is placed in liquidation or declared bankrupt or otherwise proves to be insolvent; or
- d) A person with a permanent or temporary ban on engaging in commercial activities is performing a managerial or administrative duty for a Party or directly or indirectly controls the Party; or
- e) A Party is acting in an ethically unsustainable manner that causes the conditions for continuing the customer relationship to no longer exist.

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**Termination of an agreement must be notified in writing.**

## **9. FORCE MAJEURE**

**9.1** A Party shall not be responsible for delay or damage caused by circumstances beyond the control of the Party, which the Party could not reasonably have been expected to take into account at the time of conclusion of the agreement and the consequences of which the Party could also not reasonably have avoided or overcome.

**9.2** A force majeure situation encountered by a subcontractor of a Party shall also be considered a force majeure situation for the Party if the performance comprising the subject matter of the subcontracting cannot be performed by or obtained from another party without disproportionate cost or significant delay.

**9.3** The Party must immediately give notice of the occurrence and discontinuation of a force majeure situation in writing to the other Party.

## **10. OTHER TERMS**

**10.1** All amendments or additions to the Agreement and these general conditions of contract must be agreed in writing.

**10.2** Neither Party shall have the right to transfer the Agreement or their rights or obligations under it to a third party without the advance written consent of the other Party.

## **11. GOVERNING LAW AND RESOLUTION OF DISPUTES**

**11.1** These general conditions of contract and the Agreement concluded between Tekir and the Customer are governed by Finnish law.

**11.2** Any disputes concerning these general conditions of contract or an agreement concluded with the Customer shall primarily be resolved through negotiations between the Parties. If an agreement cannot be reached through negotiations, the disputes shall be finally settled by and made binding by a court of arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki. The language of the arbitration shall be Finnish.

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**Our agreement is governed by Finnish law.**

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**Primarily, we wish to resolve any disputes through negotiation. If this is not successful, disputes will be resolved by arbitration carried out in Finnish in Helsinki.**