

GENERAL TERMS AND CONDITIONS TALENOM 4.0

Talenom's services, offers, order confirmations and service delivery agreements are subject to these terms and conditions.

Offer

1. Talenom's offer shall be valid for 30 days from the date of the offer, unless otherwise specified in the offer.

Entry into force of the Agreement

2. The agreement enters into force when the parties have signed the assignment agreement, the customer has accepted Talenom's offer or Talenom has confirmed the customer's order.

Services

3. The tasks agreed to be performed by Talenom are the services agreed to be performed jointly in the Service Specification or other document attached to the Agreement (hereinafter referred to as Services). If Talenom accepts services other than those mentioned in the appendix at the customer's request, these terms and conditions shall also apply to them.

Talenom shall commence the Service without delay after the Customer has provided Talenom with the necessary information and material and paid any agreed advance payment. Talenom shall take care of the Services carefully and professionally in accordance with Talenom's working and reporting methods.

Basic information

4. The Customer shall ensure that Talenom always has up-to-date basic information about the Customer (hereinafter Basic Information). Such information includes contact information, personal information, accounting period and trade register information, industry, domicile, nationality, members of the Board of Directors, beneficial owners and other necessary information and instructions. The Customer appoints and authorises a contact person to provide Talenom with the necessary information and decisions related to the Services. The Parties shall inform each other of any change of contact person.

Providing information and instructions on how to proceed

5. The information and material necessary for the performance of the services shall be provided to Talenom in sufficient time to enable Talenom to carry out its duties properly during normal working hours.

The schedules on which the customer must submit accounting, payroll, etc. Material for use by Talenom is specified for each service in the appendix documents to the assignment agreement.

The Customer contributes to the provision of the Services and fulfils its own duties carefully in accordance with the terms of the agreement and the instructions and recommendations of the authorities and Talenom. Talenom's inquiries and requests for verification must be answered without delay.

Confidentiality

6. The Parties shall keep confidential the business secrets and other confidential information of the other Party which they have received. They may not be used except for the performance of the contract. Talenom's offer, order confirmation and contract with their terms and conditions, as well as the plans and other material contained therein, are confidential information. The obligation of confidentiality continues even after the termination of the contract. The parties shall ensure that their personnel and subcontractors also commit to confidentiality.

Duration of the Agreement

7. The agreement is valid until further notice with two (2) months' notice, unless otherwise agreed. If neither party terminates the fixed-term contract at least two (2) months before the end of the agreed period, the agreement will continue until further notice with two (2) months' notice.

At the end of the contract, the service may, depending on the nature of the service, be incomplete for the service processing period that has passed or is about to pass during the agreement. This is discussed in point 11 below.

Suspension of services and termination of contract

8. Talenom has the right to suspend the Services if:

- the customer's payment to Talenom is delayed by more than seven (7) days,
- the customer does not provide the necessary information or material in a timely manner or otherwise does not contribute appropriately to the provision of the Services,
- the customer otherwise violates the agreement or any laws, orders, guidelines or recommendations of the authorities relevant to the provision of the services, or
- the customer refuses to comply with Talenom's instructions in a situation that may result in criminal or civil consequences for the parties.

This condition applies even if it is only a matter of different interpretations by the parties of the content or meaning of a law, regulation, recommendation or guideline, such as the amortisation of income and related expenses or the valuation of assets and liabilities in accounting or financial statements.

If the customer does not rectify the situation within seven (7) days of Talenom's written notice, Talenom has the right to terminate the agreement.

9. The Customer has the right to terminate the Agreement if Talenom materially breaches the Agreement and does not take steps to rectify the situation within seven (7) days of the Customer's written notice.

10. A Party may terminate the Agreement if one of the parties seeks a composition from its creditors, assets of the other Party have been applied for in bankruptcy or are being applied for in restructuring or debt relief proceedings.

Services upon termination of the contract

11. If the contract is terminated before the financial statements for the financial year ended during the contract have been concluded, Talenom shall prepare the financial statements if the customer pays an advance payment and provides Talenom with the information and material necessary for the financial statements.

If the contract expires in the middle of the financial year, Talenom shall, after receiving the advance payment, draw up the financial statements if customer provides Talenom with the information and material necessary for the financial statements. Correspondingly, Talenom takes care of the breakdowns necessary for payroll and payroll accounting. Talenom charges costs and commission for the aforementioned Services in accordance with its policy.

Rights to the material, right to retain the material and disclosure of the material to the customer

12. All rights to the material, databases and automation solutions produced by Talenom belong to Talenom when the services have been produced using software acquired by Talenom or its own software. This condition does not affect the customer's rights to the material they have provided to Talenom. Any other entity than Talenom do not have the right to commercially exploit the databases without the permission of Talenom. The implementation of an audit required by legal obligations, such as auditing or data protection laws, is not considered commercial exploitation.

When the service is produced with software acquired by the customer or its own software, to which it has granted Talenom access rights to produce the service, the rights to the material and databases belong to the customer.

Talenom has the right to produce and publish various industry-specific, company form specific or other similar key figures by combining the data of different customers in such a way that the data of an individual customer, the customer's personnel and the customer's partners cannot be identified and trade secrets are preserved, regardless of which party owns the rights to the databases. Talenom produces and publishes information only in situations permitted by competition law. Talenom also has the right to use the customer's data in such a way that Talenom uses it to provide the customer with additional services related to Talenom's services and/or optimisation of services.

Talenom has the right to keep in its possession the materials it has prepared for the customer based on material provided by the customer or otherwise until all receivables from Talenom's customer have been paid, unless otherwise required by bankruptcy or other mandatory legislation. After receiving the payment, Talenom will hand over the customer's material to the customer without delay. The customer takes care of picking up the material at their own expense. If the customer does not pick up the material by the deadline stated by Talenom, Talenom will send it by registered cash on delivery, unless otherwise agreed. Talenom has the right to charge a different fee for storing the customer's material. Talenom has the right to retain copies of the material it has prepared even after the contract has ended, and it is not obliged to delete the customer's data from its database, unless otherwise required by mandatory legislation. Basic customer information is retained by Talenom for at least five years after the termination of the contract.

Payments

13. Talenom's remuneration depends on the range of services provided under each assignment and their quality.

Talenom has the right to demand an advance payment from the customer if it has been agreed with the customer or if it can otherwise be considered justified in the circumstances of the case. In addition to the fee, Talenom has the right to charge necessary and reasonable direct travel and other expenses.

Talenom has the right to charge different compensations for additional work in accordance with Talenom's practice, unless otherwise agreed.

Additional work subject to a different fee includes, for example, the processing of delayed material, changes to charts of accounts or other material due to a legislative amendment or official order or a recommendation in the field to be introduced, as well as notification by an authority or other request or other additional work independent of Talenom, such as work arising from data protection legislation and its amendments. However, if a notification or other request by an authority is due to an error or omission by Talenom, no separate fee may be charged for the additional work resulting from the request.

The fees do not include value added tax, which, as valid at any given time, as well as other indirect taxes and fees required by law and imposed by the authorities, are added separately to the payments.

Talenom is prepared and invested in the provision of services until the end of the contract. Talenom is entitled to continue to receive remuneration and possible direct costs also during the notice period, even if Talenom has not commissioned Services during the notice period.

Invoice breakdowns, payment terms, late payment penalties

14. Talenom charges for its services in accordance with the contract concluded and its price list. Service and expense charges must be itemised according to the agreed pricing basis.

Unless otherwise stated in Talenom's price list or otherwise agreed, the payment term is 14 days from the invoice date and interest on late payments must be paid in accordance with the Interest Act. Talenom has the right to charge the collection costs of late payment.

Notes on invoices

15. Notes on invoices must be made in writing within ten (10) days of the invoice date.

Changes to fees and general terms and conditions

16. If labour costs or other bases of charge change, Talenom has the right to adjust the fees accordingly.

17. Talenom has the right to amend these General Terms and Conditions by replacing them with amended General Terms and Conditions.

18. Talenom shall notify the Customer of any changes in fees and terms and conditions in writing no later than thirty (30) days before the change enters into force. In this case, the Customer has the right, within fourteen (14) days from the date of notification, in writing to terminate the Agreement with effect from the effective date of the change.

19. If, due to a change in legislation or an order by the authorities, the fees or the basis for payments change, Talenom has the right to change the fees accordingly. Changes shall be notified no later than 14 days before the change enters into force.

Responsibilities of the parties

20. As an entity subject to accounting requirements, the customer is responsible for its accounting, as a taxpayer for its taxes, as an employer of its personnel for its employer obligations, and as a controller for its obligations as a controller. As an employer, the customer is responsible for the interpretation of laws, collective agreements and other agreements and for the related decision-making. The customer is responsible for working time records. The Customer is responsible for making appropriate supervisory and regulatory notifications and obtaining the necessary permits. These responsibilities are not transferred to Talenom.

The customer ensures that appropriate material describing business transactions is collected, stored and delivered to Talenom. The customer is responsible for the timeliness, adequacy, correctness, completeness and inclusion in accounting of the information and material submitted to Talenom describing the financial year and subsequent events. The customer decides what calculations and reports are made and how they are utilized.

21. Talenom shall make its Services and expertise available to the Customer in accordance with the Agreement and these Terms and Conditions. Talenom shall inform the customer of any mistakes detected in the material provided by the customer. However, Talenom is not obliged to monitor or correct any invoice or other errors in the material provided by the customer or to check the information provided by the customer, unless otherwise agreed.

22. Talenom shall be liable for breach of contract, error in its Service and damage caused to the customer by its negligence, subject to the limitations set forth in these general terms and conditions. Talenom is liable to compensate for the damage only to the extent and to the extent that the customer proves that Talenom's appropriate and timely action in accordance with the agreement would have prevented or limited the damage.

Reporting and correcting Talenom's error

23. If an error occurs in the Service provided by Talenom to the Customer, the Customer must immediately notify Talenom. In this case, Talenom has the right and obligation to rectify the defect caused free of charge as soon as circumstances allow. If the customer neglects to report a defect that the customer has detected or should reasonably have detected, the customer has no right to make claims based on the error.

If Talenom no longer has access to the customer's information system at the time of the customer's complaint, the customer must open access to the information system for Talenom at their own expense so that Talenom can respond to the complaint. If Talenom exercises its right or fulfils its obligation to rectify an error it has caused, Talenom shall bear the costs of opening access to the information system.

Talenom is only responsible for its own operations

24. Talenom is not liable for the customer's taxes or damages other than those mentioned in paragraph 22 above. Talenom shall not be liable for compensation if the damage has been caused by incompleteness, inaccuracy or delay in the information or instructions provided by the customer or the material provided, or otherwise due to the customer's fault, or if the damage has been caused by a person, other than Talenom, acting on behalf of or for the customer. Talenom shall not be liable for damage caused by the customer or a person acting on their behalf, other than Talenom, not complying with laws or official regulations or agreed terms that are directly or indirectly relevant to the Service.

Talenom is never responsible for business or management solutions, but the customer decides and is responsible for them.

Limitation of Talenom's liability to direct damage and the maximum amount, as well as limitation of liability concerning the nature of the damage

25a. Talenom shall not be liable for indirect damages, such as loss of income, revenue or market, interruption of production or service, lost profit or other comparable damage.

Talenom shall only be liable for damages arising from negligence. The maximum liability of Talenom per client's financial year shall be the greater of:

- a) twenty-five thousand (25,000) euros, or
- b) the total amount invoiced by Talenom to the client, excluding VAT, during the most recent twelve (12) months.

The aforementioned maximum limits of Talenom's liability shall apply unless expressly agreed otherwise in writing.

Damage shall be deemed to have occurred in its entirety during the financial year in which it materially arose, even if any part of the damage arises in another financial year.

Breach of contract, error or neglect in the performance of the Services will not cause Talenom any other penalty than stated above.

25b. Talenom does not grant its customers access rights to bank accounts in cases where an invoice, payment, or any other transaction can be initiated by a Talenom employee without the prior approval of the customer. If, despite this policy and recommendation, the customer necessarily wishes to authorize a Talenom employee to make payments from accounts without the customer's approval, the customer shall be fully liable for any damage caused by any incorrect wire transfer made on the basis of such authorization, and Talenom shall have no liability for such transfer/payment, even in the event of misuse by the employee.

Time limit for submission of claims

26. Claims against Talenom shall be made in writing without delay. If an error or deficiency is detected or can be detected immediately, the complaint must be made immediately and no later than within fourteen (14) days. If a specified claim has not been made to Talenom within six (6) months of ascertaining 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 provision of the Service in question. However, if the damage is caused by an error that is Talenom's responsibility and that has been made in the customer's accounting auditable for post-tax audits or in a Service directly based on it, such as a tax return or other calculation directly affecting the customer's taxation, instead of the aforementioned three (3) years, a period of six (6) years from the delivery of the Service in question shall apply.

Third-party claims

27. If a third party makes a claim for compensation against a party based on the Services or the commission agreement, the other party must be notified without delay. If Talenom has to pay damages to a third party, the customer must compensate Talenom for the loss caused by this, insofar as it is not due to Talenom's error or neglect in complying with the terms of the contract. Talenom's limitations of liability also apply to third party claims in the relationship between Talenom and the customer.

Subcontractors and personnel

28. Unless otherwise agreed and subject to mandatory legislation, the parties may use subcontractors. A party shall be liable for the performance of its subcontractor as for its own. The customer's obligations to Talenom and the terms and conditions of Talenom's limitations of liability also apply for the benefit of Talenom's subcontractor, personnel, shareholders and managers.

Talenom's liability insurance

29. Talenom shall maintain, at its own expense, appropriate liability insurance. In the event of an accident, the customer must, for their part, provide the insurance company with the necessary clarifications and reserve the insurance company the opportunity to assess the amount and nature of the damage.

Force majeure; Exculpatory clauses

30. If the fulfilment of a party's contractual obligations is prevented, hampered or delayed by a circumstance beyond its sphere of influence (force majeure), such as a strike, lockout or other labour dispute, fire, other accident or crisis situation, thunderstorm damage or other natural event, or due to a communication or electricity failure, the party shall be released from the fulfilment of its contractual obligations and from penalties for as long as the circumstances require. An error or delay by an authority or a bank, hardware and software failure, interruption, interruption and disruption of telecommunications or connections, and an action by an e-invoice operator are also considered as grounds for exculpatory clauses

31. Force majeure and its termination shall be notified to the other Party without delay.

Notifications

32. Termination or cancellation of the contract, as well as other notices and notifications under the contract, must be made in evidence. Unless otherwise agreed, notifications shall be deemed to have been made and brought to the attention of the recipient no later than on the seventh day after they have been submitted for delivery by post to the address specified in the contract or later provided in writing by the party. If the notification has been sent to the e-mail address specified in the contract or subsequently provided in writing by the party, it shall be deemed to have been made and made known to the recipient on the date on which the e-mail was sent.

Electronic communications

33. The Parties are each responsible for their own data security and shall ensure that their anti-virus and other protection systems are in good condition and up-to-date. The Parties acknowledge and accept that, despite this, electronic communications may be disrupted. The parties may send each other messages and attachments by e-mail without encrypting them, unless otherwise agreed. A Party shall not be liable for the fact that a message or attachment sent to him or her via the electronic communication system has been received unchanged or without delay.

Use of shared information systems for service production

34. The right to use the application software used in the provision of the service may be a) the right of use granted by the customer to Talenom to the customer's own software or the software acquired by the customer, or b) a limited remote access granted by Talenom to the customer also partially to the software acquired by Talenom or its own software. The conditions for situation (a) are described in Section 34a. The conditions for situation (b) are described in paragraph 34b.

34a. If Talenom produces some or all of the agreed bookkeeping services, accounting services or other services using application software acquired by the customer, for example via a data network, the following shall apply for this use, unless otherwise agreed:

Access to Talenom

The Customer grants/acquires, at its own expense, to Talenom and its subcontractors the free right to use the application software required for smooth service production.

Talenom must comply with the instructions and terms of use provided by the customer and/or a third party, such as the software manufacturer, and use its right of use only for the agreed purpose. Talenom does not have the right to transfer the right of use without the customer's written consent.

The customer provides Talenom with the necessary user IDs. Talenom must store the login IDs it has received carefully and Talenom must ensure that the provided IDs may only be used by the user(s) authorised by Talenom. Talenom must use appropriate antivirus, firewall and other necessary security solutions.

Customer responsibility

The application software is located on a workstation or server designated by the customer or the software provider that has granted the right of use to the customer. The customer is responsible for maintaining the application software and for making it possible to contact the application software using standard technical methods. The customer is responsible for the costs of building a data connection and transferring data, excluding the costs of Talenom's own internet connection.

The customer is responsible for their own use of the software and for the content, correctness and appropriateness of the material created with it. The material thus produced by the customer is considered accounting material provided by the customer to Talenom for the production of the service.

Intellectual Property Infringement

The customer is responsible for ensuring that the use of Talenom's software does not infringe the valid intellectual property rights of a third party. The customer is not responsible for any infringement of rights caused by Talenom not following the appropriate instructions given by the customer.

Procedure in cases of infringement of intellectual property rights

If a third party considers that Talenom infringes his intellectual property right through the use of the software, Talenom must notify the customer of the claim in writing without delay. If Talenom authorises the Customer to respond to the claims of a third party on its behalf and provides the Customer with the information and assistance necessary for handling the matter, the Customer shall take care of it in the manner it deems best at its own expense and shall be liable for any compensation payable by Talenom.

If the claim has been legally accepted or the customer deems the claim to be justified, the customer shall, at their own discretion, have the right to:

- acquire, at his own expense, the right to continue usage or a part of thereof,
- modify the right of use so that the rights of third party are not violated, or
- replace the software with another functionally equivalent.

Disturbances and changes in the usability of the application software

The provision of Talenom's Services requires the possibility to use appropriate software. The Customer is responsible for any additional Talenom labour costs caused by disturbances, interruptions or loss of data in the use of the software, unless these are caused by Talenom's operations or interruptions in Talenom's own internet connection. The Customer strives to resolve the problem as soon as reasonably required by the nature of the disturbance or situation and resolution is possible.

Talenom shall not be liable for any damage or delay caused to the customer by any interruption, termination or delay in the use of the software.

If an interruption, material change, cessation or change in operating model causes changes in the workloads and costs of service production, such as accounting or payroll services, Talenom has the right to change the fees charged from the customer accordingly.

License Term and Termination

The remote license is valid only for as long as the customer has access to the application software. The remote access right terminates at the latest when the assignment agreement for the Services ends.

34b. If it has been agreed that the customer will produce part of the accounting, calculation or other material concerning the Services remotely using Talenom's right of use to acquire or its own application software via a data network, the following shall apply to this remote use, unless otherwise agreed:

Customer access

Talenom grants/obtains, for a separate fee, a limited remote access right to the application software used by Talenom for the customer's use. The Customer must comply with the instructions and terms of use provided by Talenom and/or a third party, such as the software manufacturer, and use their remote access rights only for the agreed purpose. The customer does not have the right to transfer the remote access right without Talenom's written consent, unless otherwise required by mandatory legislation. Typical transfer situations due to mandatory legislation include, for example, handover for an audit or an audit by law required by law. The customer is responsible for the costs arising from these remote access rights granted on the basis of mandatory legislation.

The service provider provides the customer with user-specific user IDs. The Customer must store the credentials received carefully and, unless otherwise agreed, the IDs may only be used by the named user(s) belonging to the customer's personnel. The customer is always responsible for actions taken with the credentials given to the customer.

The application software is located on the server of Talenom, Talenom's subcontractor or the software provider that has transferred the right of use to Talenom. The customer is responsible for the costs of acquiring its own data connection and transferring data, as well as for the suitability, functionality and maintenance of the software and terminal and computer equipment it uses in relation to the application software. The Customer shall use appropriate antivirus, firewall and other necessary security solutions. Unless otherwise agreed, Talenom is not responsible for the functionality of the software in the customer's operating environment or for any need for changes caused by possible repairs, updates or maintenance of the software in the customer's user environment.

The customer is responsible for their own use of the software and for the content, correctness and appropriateness of the material created with it. The material thus produced by the customer is considered accounting material provided by the customer to Talenom.

Intellectual Property Infringement

Talenom is responsible for ensuring that the use of the remote connection does not infringe the intellectual property rights of a third party valid in Finland when concluding the agreement. Talenom shall not be liable for infringement of rights caused by the customer not following the instructions given to it remotely or by the customer using the software application for purposes other than those agreed.

Procedure in cases of infringement of intellectual property rights

If a third party considers that the customer infringes his/her intellectual property right by remote access, the customer must notify Talenom of the claim in writing without delay. If the customer authorises Talenom on its behalf to respond to the claims of a third party and provides Talenom with the information and assistance necessary for handling the matter, Talenom will take care of it in the manner it deems best at its own expense and will be responsible for any compensation that the customer may pay. The payment of compensation requires that Talenom is liable for the infringement in accordance with these terms and conditions.

If the claim has been legally accepted or Talenom deems the claim justified, Talenom has the right, at its discretion, to:

- acquire, at his own expense, the right to continue usage or a part of thereof,
- modify the remote access right so that the rights of third party are not violated,
- replace the remote access with another remote access to functionally equivalent software, or
- terminate remote access without notice.

The infringement shall not be considered an error or delay on the part of Talenom. Talenom's liability for infringement shall be limited to the measures taken in accordance with this paragraph.

Disturbances and changes in the usability of the application software

Talenom does not guarantee the error-free or continuous operation of the application software, unless otherwise agreed. Talenom is not responsible for damages caused by disruptions, interruptions or loss of data. The customer must notify Talenom of disturbances individually, and Talenom will endeavour to resolve the problem as soon as reasonably required by the nature of the disturbance and resolution is possible. A fix can be made, for example, by giving instructions on how to bypass the problem. If the disturbance is caused by something other than Talenom's liability, Talenom is entitled to receive a different compensation for the investigation.

Validity and termination of the remote access right

The remote access is valid only for as long as Talenom has the right to use the application software. The remote access right terminates at the latest when the assignment agreement for the Services ends.

Changes

If the cessation of remote access or a change in operating model causes changes in the workloads of service production, such as accounting or payroll services, Talenom has the right to change the fees charged to the customer.

Recruitment restriction

35. Neither party may, without the consent of the other party, employ a person employed by the other or a person who has performed the main tasks referred to in the "Services" document or agree on any other arrangement for obtaining the work input of such person until six months have elapsed from the termination of the contract for the Services. Unless otherwise agreed, the party violating the recruitment restriction shall pay the other party compensation equal to the six months' gross salary of the person in question. The recruitment restriction does not apply if the employment relationship has ended for a reason attributable to the employer.

Transfer of contract

36. The transfer of the contract is permitted only with the written consent of the other party. However, when transferring its business, to which the Services belong, Talenom has the right to transfer the agreement with its rights and obligations to the transferee of the business, unless otherwise required by mandatory legislation.

Amendment of the Agreement

37. Amendments to the contract other than those referred to in paragraphs 16 to 19, 34a and 34b shall be made by mutual agreement in writing.

Previous agreements

38. The Agreement containing these terms and conditions supersedes all prior agreements between the parties concerning the Services covered by the Agreement and oral and written communications.

Applicable law and dispute resolution

39. The Agreement, its annexes, these General Terms and Conditions and the Services shall be governed by Finnish law, excluding its conflict of law provisions.

The Parties shall endeavour to resolve their differences through negotiations. Disputes arising from this Agreement shall primarily be settled amicably by the Parties through court mediation. Otherwise, disputes shall be settled in the district court of the defendant's domicile.

Miscellaneous

40. These General Terms and Conditions and the other documents mentioned in the Agreement shall be applied to the Agreement in accordance with Finnish law. The information contained in Talenom's brochures, price lists and other materials is part of the contract only if specifically stated in the offer, order confirmation or contract.

The order of application

41. In the event of any discrepancy between the content of the contract documents, they shall apply in the following order of preference:

- Service agreement
- Service specification and other appendices to the agreement in numerical order
- These General Terms and Conditions.