

## **OP FINANCIAL GROUP'S GENERAL PROCUREMENT TERMS AND CONDITIONS**

### **1. SCOPE**

These General Procurement Terms and Conditions ("General Terms") shall apply to the Customer's purchasing, to the related contract, order, invitation to tender or another similar document the General Terms is appended by either referring to the General Terms or appending them to the document.

In the event of any inconsistency between the General Terms and any of the documents pertaining to procurement, the General Terms shall prevail. If the parties have signed a written procurement agreement, said agreement shall prevail. Clauses 1–25 of the General Terms shall apply to all purchases irrespective of the item purchased. The rest of the General Terms are grouped into those governing Products, Services and External Temporary Labour. Insofar as the terms and conditions governing External Temporary Labour do not provide otherwise, the stipulations governing the Service shall apply to External Temporary Labour. Insofar as the General Terms or documents pertaining to procurement do not provide otherwise, the Finnish Sale of Goods Act (355/1987) shall apply.

In its orders and other actions related to procurement, the Customer uses the electronic procurement system of its choice. The Supplier undertakes to use the system in receipt of orders and invoicing.

### **2. DEFINITIONS**

The terminology used in these General Terms means the following in singular and/or plural:

#### **Agreement**

Has the meaning set forth in Clause 3 below. The Agreement includes all of its appendices, including documents appended with reference such as the General Terms.

#### **Confidential Information**

Has the meaning set forth in Clause 18 below.

#### **Contracting Party**

The Customer and the Supplier alone or together.

#### **Customer**

An OP Financial Group company, entity or foundation which is designated as the customer in a contract, order, invitation to tender or another similar document. If it has not been expressly agreed that the Agreement shall apply only to the Customer, what is said about the Customer shall also apply to the entire OP Financial Group and all of its companies, entities and foundations. Each OP Financial Group company, entity or

foundation is, however, solely responsible for the fulfilment of its obligations to the Supplier.

#### **External Temporary Labour**

Hiring a temporary, fixed-term employee to perform agreed tasks under the supervision of the Customer.

#### **GDPR**

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

#### **OP Financial Group**

OP Financial Group consists of OP Cooperative, its subsidiaries (including but not limited to OP-Services Ltd, OP Customer Services Ltd, OP Corporate Bank plc and its group companies such as Pohjola Insurance Ltd), OP Cooperative's member banks, OP Bank Group Pension Foundation, OP Bank Group Pension Fund, and other existing and future companies, entities and foundations, which are controlled by at least one of the abovementioned entities alone or together with another entity/entities.

#### **Products**

Products within the scope of the Agreement and related services, software and documents required for implementation and use.

#### **Risk of Loss**

Liability for the destruction, disappearance, deterioration or depletion for a reason beyond the control of the Contracting Party.

#### **Service**

A one-off or continuous service within the scope of the Agreement, including related products, software, documents required for the implementation and use of the Service as well as all Service Outcomes.

#### **Service Outcome**

A document, software, report, plan, research result work or some other performance or output, which is the outcome of the Service provided.

#### **Subcontractor**

A company or another actor in a contractual relationship with the Supplier, which delivers products or services to the actual Supplier.

#### **Supplier**

A company or another actor stated in the Agreement, which sells, supplies or forwards a Product or Service.

### **3. AGREEMENT**

An Agreement between the Customer and the Supplier is considered to have been made when

- the Contracting Parties have signed an Agreement;
- the Customer has informed the Supplier electronically or otherwise in writing that it has accepted the Supplier's offer; or
- the Customer has sent an order for the Product or Service to the Supplier electronically or otherwise in writing.

Written form in these General Terms also means email or another electronic document.

The Supplier may not begin to de facto fulfil the Agreement prior to entry into force of the Agreement. In case the Supplier takes any measures prior to entry into force of the Agreement, it shall bear responsibility for such measures and do so at its own expense, and such measures do not bind or oblige the Customer. The Agreement shall not give the Supplier exclusive rights to equivalent purchases, but the Customer and the rest of OP Financial Group may conclude similar procurement agreements for Products and Services with other suppliers.

#### 4. OPTIONS

When submitting a tender, the Supplier agrees to be bound by the terms and conditions appearing from the invitation to tender or a similar document, such as an option relating to an additional purchase of Products or Services, agreement period or the other content of the Agreement. The Customer has the sole right to decide on whether it exercises the option.

#### 5. CONTACT PERSONS

Both Contracting Parties shall appoint a contact person tasked with monitoring and supervising the fulfilment of the Agreement and informing of matters related to said fulfilment. Either Contracting Party shall promptly notify the other Contracting Party's contact person in writing of a change of the contact person.

#### 6. PRICE

The Customer shall pay for the Product or Service the price under the Agreement signed by the Contracting Parties or, in the event of no signed Agreement, the price based on the offer accepted by the Customer. The price is fixed unless otherwise provided in the Agreement. The price is exclusive of VAT unless otherwise expressly stated. The Supplier shall charge VAT in accordance with applicable legislation in force from time to time. Other taxes and charges valid on the commencement of the Agreement are included in the price.

The price includes all of the costs of procurement, such as:

- licences and approvals of the relevant authorities required for use;
- transport covering all costs under the delivery terms, including costs of packing as required by transport, handling and warehousing under the Agreement, and loading;
- any travel and accommodation costs, labour costs and non-wage labour costs, daily allowances and overtime pay that the Supplier may incur.

The Supplier shall have no right to change the price or collect charges other than those under the Agreement, such as delivery surcharges or invoicing charges. The Customer is under no obligation to make a prepayment unless expressly so agreed upon in writing. If the Contracting Parties have agreed on a prepayment, it forms part of the price of the Product or Service.

In the case of delayed delivery due to a reason attributable to the Supplier, the Supplier is responsible for any changes in the amounts of taxes or comparable public charges and for the resultant price effects during the period of delay.

The Supplier is always obliged to offer Products and Services at competitive prices vis-à-vis other customers of the same size, without restricting what has otherwise been stipulated in the Agreement regarding the prices of Products and Services.

If the price of a Product or Service is determined as specified in the price list of the Supplier, importer, manufacturer or in another price list and that price list changes during the term of the Agreement in such a way that the price on the delivery date to be paid by the Customer would be lower than the offer or order price, the price of the Product or Service shall be determined according to the delivery date. If the Supplier offers Products or Services ordered by the Customer at reduced prices on the market, the reduced prices shall apply as long as they remain valid.

#### 7. TERMS OF PAYMENT

The Customer shall make a payment only against the invoice sent properly by the Supplier. The payment term is thirty (30) days net from the date of the Customer's receipt of the invoice or accepted delivery of the Product or accepted performance of the Service, whichever is the later. Making a payment does not mean the acceptance of the Product or Service or its delivery. Unless otherwise agreed, the Supplier has the right to charge the agreed payment as soon as the Customer has accepted the invoiced Product or Service or part thereof. The Supplier shall charge recurring payments afterwards based on the agreed invoicing periods.

An invoice must always contain at least the following information:

- The Customer's contact person or cost centre
- Agreement identifier, such as an agreement or order number
- Invoiced Product or Service and
- Breakdown of charges.

The Supplier shall promptly send a credit note for an overcharge. The Customer shall make the payment into the account indicated on the Supplier's invoice. In the event the Supplier holds a payment transaction account with an OP Financial Group bank, it is used as the primary bank account in the payment of invoices.

The Customer shall pay penalty interest on any delayed payments in accordance with the Interest Act in force from time to time. The Customer is not liable for penalty interest if the late payment is due to a circumstance for which the Supplier is responsible, such as an incorrect or incomplete invoice or another reason not attributable to the Customer.

The Customer has the right to deduct from the unpaid price, among other things, costs arising from repair work of a flawed Product or Service or from the purchase of a replacement as well as delay penalty or any other liquidated damages under the Agreement, damages and warranty bond, or a price reduction to the extent that the Customer has filed a complaint about the flaw or another breach of contract with the Supplier. Such withholding does not entitle the Supplier to refrain in any respects from fulfilling its own contractual obligations or invoke the Customer's delay in payment. If it later turns out indisputably that the Customer's withholding has been unjustified, the Supplier will be entitled to penalty interest in proportion to the Customer's delay in payment.

## 8. WARRANTY

The warranty period is twenty-four (24) months of the date when the Customer has approved and accepted the Service Outcome or the Product unless otherwise stipulated in the Agreement or its appendices.

The Supplier shall promptly remove all flaws appeared during the warranty period or deliver a new, flawless Service Outcome or Product to replace the flawed one. Repair under warranty also includes making amendments to Product- or Service-related documents that pertain to the repair. If there is justified reason to suspect that the same flaw occurs in other Products too, the Supplier shall repair this flaw at its own expense in respect of all delivered Products and those to be delivered. The warranty period shall be extended by the time during which the Product or the Service Outcome could not be used due to the flaw. The Supplier shall pay the costs of such repair and all of the costs arising

from taking the Product or the Service Outcome for repair under warranty and returning it to the Customer.

If the Supplier fails to fulfil its warranty obligations within a reasonable time after the Customer reported the flaw, the Customer shall have the right to terminate the Agreement or contract out the necessary repair work to a third party for the account of the Supplier. Instead of repair, the Customer has the right to demand abatement.

After the warranty period, the Supplier will remain responsible for removing at its own expense and without delay the flaws appeared in the Product or Service Outcome, which had existed when Risk of Loss passed to the Customer but which the Customer could not reasonably discover during the delivery inspection or the warranty period.

## 9. INTELLECTUAL PROPERTY RIGHTS AND RIGHTS OF USE

The Agreement shall not assign any intellectual property rights to the existing materials of the Contracting Parties or the materials that they develop or acquire at a later date. Intellectual property rights to Service Outcomes and software or other materials protected by intellectual property rights that may be included in Product delivery belong to the Supplier.

The Supplier grants the Customer a permanent, irrevocable, non-exclusive, global, unlimited and fully paid up right to make use of Service Outcomes and materials that may be included in Product delivery itself or through representation of a third party. The Customer's right of use includes the right to modify and further develop the object covered by the right of use, and transfer or sublicense it to third parties.

## 10. SOFTWARE

If the use of the Product or Service requires the use of computer software, the software, licence to use it as well as error corrections, updates, maintenance and support are included in the delivery and price of the Product or Service. The Supplier guarantees that the software will be maintained, and the required updates will be available during the time corresponding to the overall useful life of the Product or Service. If the software included in the Product or Service, or the software required for its use, contains or uses open source software or third-party software, the Supplier is responsible for the related licence terms and conditions not limiting the Customer's rights as per Agreement or increasing the Customer's payment or other obligations.

## 11. SUPPLIER'S INSURANCE POLICIES

The Supplier must have in force a comprehensive liability insurance policy with a reputable insurer that covers personal injuries and material damage, and an adequate product liability insurance policy according to common practice as well as other necessary policies that provide cover against damage or loss caused by the Supplier's operations. At the Customer's request, the Supplier shall present a written certificate of the existence of the insurance cover.

## 12. SUPPLIER'S GENERAL OBLIGATIONS

The Supplier is under an obligation to deliver Products and Services in accordance with the Agreement. The Supplier shall ensure that work is performed, or the Product or Service is delivered in a professional manner and in compliance with laws, official regulations, good practice and high quality standards.

The Supplier must ask the Customer well in advance for all information and data needed from the Customer and required for Product or Service delivery. The Customer shall, for its part, ensure that adequate information requested by the Supplier is available to the Supplier for the fulfilment of the obligations under this Agreement.

The Supplier is responsible for its employees and Subcontractors following all of the Customer's security and operating instructions and regulations when working on the Customer's premises. The Supplier's employees and Subcontractors must always act on the Customer's premises in a way that causes as little inconvenience as possible to the Customer's business.

The Supplier shall promptly notify the Customer of an event that may have a material impact on the Supplier's ability to deliver Services efficiently and in compliance with applicable laws and regulations.

If the legislation concerning contractor's obligations is applicable to the Services, including the Act on the Contractor's obligations (1233/2006), as amended, the Supplier is responsible for providing to the Customer prior to the execution of the Contract the legal statement of the fact that the employer's obligations are fulfilled. The statement must not be older than three months. If the legislation is amended or if there are changes in the information concerning the Supplier, the Supplier will update the statement accordingly.

Upon Customer's request the Supplier shall no later than one (1) month after the Agreement has entered into force report any linkage of the Supplier itself and any person involved in delivery of Services to countries that impose or are subject to international sanctions or comparable measures, that the Customer

needs to take into account in business activities. International sanctions refer to a sanction, financial sanction, export or import ban, trade embargo or another restrictive action imposed, administered, approved or executed by the Finnish government, United Nations, European Union, United States of America and United Kingdom or their competent authorities or governing bodies. The Supplier is obliged to promptly notify the Customer in writing of any changes to above-mentioned linkages.

## 13. SUPPLIER'S RESPONSIBILITY FOR INFRINGEMENT OF RIGHTS

The Supplier shall be responsible for Products or Services or their use according to the Agreement not infringing a third party's rights, such as proprietary rights or intellectual property rights (e.g. patents, utility models, design rights, trademarks, copyrights or protection of trade secrets). The Supplier shall also be responsible for no other legal basis preventing the Supplier from delivering to the Customer or the Customer from using the Product or Service or rights obtained thereto in accordance with the Agreement.

If the Product or Service or their use infringes a third party's rights or the delivery of the Product or Service would require that the Supplier violate an agreement it has concluded with a third party, the Supplier shall immediately and without costs do the following in favour of the Customer:

- Furnish the Customer with the right to utilise the Product or Service that infringes or allegedly infringes a right; or
- Change the Product or Service so that the Product or Service does not infringe a third party's rights and that it is still in substantial compliance with the Agreement.

At the Customer's request, the Supplier is obliged to indemnify the Customer at its own expense against claims presented to, or legal action taken against, the Customer which are based on the Product or Service or its use infringing the rights of a third party. If the Supplier fails to fulfil its obligation to indemnify the Customer or does not take measures required by the obligation without undue delay, the Customer shall always have the right, at the Supplier's expense, to defend himself against the claims presented or legal actions taken against it in a manner it deems best. The Supplier is liable to pay compensation ordered by the court to be paid to a third party and/or based on a settlement as well any costs and loss/damage caused to the Customer.

## 14. CORPORATE SOCIAL RESPONSIBILITY

The Supplier undertakes to comply with the corporate social responsibility principles issued by OP Financial



Group and to promote in its business the internationally recognised principles of economic, social and environmental responsibility. OP Financial Group's Supplier Code of Conduct are publicly available on [www.op.fi](http://www.op.fi). The Supplier is under an obligation to ensure that its Subcontractors also comply with the aforementioned principles in their business and are responsible for ensuring that their own direct subcontractors comply with said principles.

## 15. BUSINESS CONTINUITY

The Supplier is obliged to maintain business continuity plans aimed at ensuring the continuity of business and supply in a variety of exceptional conditions and circumstances.

## 16. DELAYS

If the Contracting Party discovers that it will delay in its performance or the fulfilment of its obligation, or deems such a delay probable, it shall promptly notify the other Contracting Party in writing of said delay and its implications for the fulfilment of the Agreement. In the case of delay on the Supplier's part, the Supplier shall take all reasonable measures to ensure the delivery of the Product or Service according to the agreed schedule. If this is not feasible, the Supplier shall, without undue delay, begin to negotiate with the Customer for agreeing a new delivery time. Notifying a new date of delivery and agreeing thereon shall not, however, relieve the Supplier from the consequences of delay.

If the delivery of the Product or Service or delivery acceptance is delayed and the delay is not due to a reason attributable to the Customer or to force majeure encountered by the Supplier, the Supplier shall pay penalty for delay, as follows:

The delay penalty accounts for five (5.0) per cent of the total price of the delivery for each week of delay or part thereof, but no more than twenty-five (25.0) per cent of the total price. The Customer is entitled to the delay penalty without proving that the delay on the Supplier's part would have caused damage/loss to the Customer. The Customer is entitled to receive damages due to damage/loss caused by delay insofar as the loss exceeds the amount of delay penalty payable to the Customer.

If the delivery of the Product or Service or delivery acceptance is delayed due to a reason attributable to the Customer, the Supplier shall have the right to extend the delivery time by the time of delay without any delay penalty. However, the Supplier shall cooperate in all reasonable manners so that the original schedule can be adhered to. Extending the delivery time is the sole consequence of delay on the Customer's part.

## 17. FORCE MAJEURE

Neither Contracting Party is liable for loss/damage caused by a force majeure event. Force majeure refers to an unexpected, exceptional event relevant to the matter preventing the fulfilment of the Agreement and occurring after entry into force of the Agreement, which the Contracting Parties could not have taken into consideration upon conclusion of the Agreement and which is beyond the Contracting Parties' control, whose preventing effect cannot be eliminated or escaped, and due to which the obligation under the Agreement cannot be fulfilled. The Contracting Parties shall promptly notify each other in writing of a force majeure event. The Customer has the right to terminate the Agreement, either in full or in selected parts, with immediate effect if the Supplier's delivery is delayed by more than thirty (30) days due to force majeure.

Delay on the Subcontractor's part is considered to have been caused by force majeure only in case such delay is caused by the aforementioned force majeure and subcontracting cannot be performed by another subcontractor without any unreasonable loss of time or costs.

## 18. CONFIDENTIALITY

Confidential information means the Agreement and any information whatsoever provided by the Customer, or a third party acting for the account of the Customer, to the Supplier during the fulfilment of the Agreement, and information provided by the Supplier to the Customer and designated as confidential by the Supplier (hereinafter "Confidential Information"). All information related to OP Financial Group, its personnel, customers, products and services as well as all information subject to bank and insurance secrecy shall in all circumstances be considered the Customer's Confidential Information and sole property.

Confidential Information excludes information that (a) was publicly known at the time it was disclosed to the receiving Contracting Party; (b) has later become publicly known either by publishing it or otherwise without the receiving Contracting Party's omission or without violating the disclosing Contracting Party's rights; (c) was verifiably in the possession of the receiving Contracting Party before receiving it from the disclosing Contracting Party; or (d) the receiving Contracting Party had received it from a third party which was not bound by confidentiality obligation.

The Contracting Party which has received Confidential Information agrees to keep Confidential Information secret and not to disclose it to third parties. The Supplier may not use the Customer's Confidential Information for any purpose other than fulfilling the Agreement in an appropriate manner. The obligations under

this Clause 18 shall remain effective for five (5) years of the date of the disclosure of information, despite the termination of the Agreement. For the avoidance of doubt, the confidentiality obligation by virtue of banking and insurance laws will remain unlimited after termination of the Agreement.

At the Customer's request, the Supplier shall ensure that all those involved in the fulfilment of the Agreement will sign a personal non-disclosure agreement in accordance with OP Financial Group's model non-disclosure agreement. The Supplier shall keep the original non-disclosure agreements and, at the Customer request, hand them over to the Customer.

## 19. DATA SECURITY AND DATA PROTECTION

The Supplier shall comply with the Customer's current data security standards and practices and at all times with such data security standards and practices that can be required of a careful and professional actor in the industry. The Supplier is under an obligation to run an anti-virus scan to scan all files sent to the Customer using high-quality, commercially available anti-virus software. Without prejudice to the generality of the foregoing, the Supplier is also obliged to take any reasonably practicable measures to prevent viruses and other malware or other types of harmful software and codes from accessing the Customer's ICT systems.

Upon request, the Supplier shall provide the Customer with a report on its data security practices.

The Supplier shall inform the Customer of any security incidents that might threaten, venture or compromise the Service or the Customer's data, including any personal data breach within the meaning of Article 4(12) of the GDPR.

If the Supplier processes personal data on behalf of the Customer, the Supplier shall

- (i) process personal data only on the Customers behalf and in accordance with the Agreement;
- (ii) comply with the applicable data protection regulations and legislation, including the European Union (EU) and national data protection regulations (collectively, "Data Protection Legislation");
- (iii) process personal data only on documented instructions provided by the Customer from time to time, unless and to the extent required to do so by mandatory EU or national law to which the Supplier is subject, in which case the Supplier shall inform the Customer of such legal requirement before processing, unless and to the extent such law prohibits such information on important grounds of public interest;
- (iv) immediately notify the Customer if, in its opinion, an instruction referred to above infringes any provisions of the Data Protection Legislation;

- (v) ensure that persons authorised to process personal data have committed themselves to confidentiality in accordance with the Agreement;
- (vi) take all security measures required pursuant to the Data Protection Legislation, including Article 32 of the GDPR;
- (vii) assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subjects' rights laid down in the Data Protection Legislation, including Chapter III of the GDPR;
- (viii) assist the Customer in ensuring compliance with the Customer's obligations pursuant to the Data Protection Legislation, including Articles 32 to 36 of the GDPR;
- (ix) after the end of the provision of Services relating to processing, at the choice of the Customer, destroy or return all the personal data to the Customer and delete existing copies; and
- (x) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in the Agreement and the Data Protection Legislation and allow for, and contribute to, audits conducted by the Customer or another auditor mandated by the Customer in accordance the Agreement.

The Supplier shall not engage another processor of personal data without prior written authorization of the Customer. The Supplier shall inform the Customer in writing of any intended changes concerning the processors, and the Customer shall have the right to object to such changes.

No personal data shall be transferred to or accessed from outside the EEA unless expressly so authorized by the Customer in writing in advance. Unless otherwise agreed in writing, if any personal data is transferred outside the EEA, the Supplier shall be obliged to sign (or to procure that the third party to whom such data is transferred signs) a separate under-taking in the form of the then current Standard Contractual Clauses for the Transfer of Personal Data to Processors established in Third Countries approved by the European Commission ("Standard Contractual Clauses") to the satisfaction of the Customer. If there are changes in the Standard Contractual Clauses, the Supplier shall be obliged to re-sign (or to procure that the third party to whom the data is transferred re-signs) them in the changed form and content. To the extent the Supplier is not a party to the Standard Contractual Clauses, it is responsible for all obligations of the data exporter under any Standard Contractual Clauses entered into by and between the Customer and the third party whose signature the Supplier has procured in accordance with the foregoing, holding the Customer harmless from and against the same.

## 20. AUDITS

The Customer shall have the right to audit the Supplier's operations in respect of its performance of its obligations under the Agreement. The Customer shall have the right to use third parties in performing the audit, excluding the Supplier's direct competitors.

The Supplier acknowledges and approves that OP Financial Group's auditors, OP Financial Group's internal auditing body, OP Financial Group's risk management function, OP Cooperative and governmental authorities supervising OP Financial Group (collectively "Supervisory Authorities") have the right to audit and supervise OP Financial Group's activities, including OP Financial Group's operations relating to the Agreement, and the Supplier's performance under the Agreement and that this may also require the Supplier's cooperation with the Supervisory Authorities. Therefore, the Supplier agrees to provide OP Financial Group and the Supervisory Authorities with such access and information that is necessary for audits and supervision targeted at OP Financial Group and/or the Supplier, if so requested by OP Financial Group or a Supervisory Authority. The audits may also concern the Supplier's subcontractors and the Supplier shall make sure that such subcontractors will comply with the audit requirements set forth in the Agreement.

The Supplier shall cooperate with the entities and persons conducting the audit as reasonably required. OP Financial Group shall be responsible for its own costs relating to the audit (including fees of third party auditors) and the Supplier shall be responsible for its own costs, provided, however, that if the audit reveals a breach of the Agreement by the Supplier, the Supplier shall be responsible also for the costs of OP Financial Group and the Supervisory Authorities. For the sake of clarity, the Supplier acknowledges that governmental authorities may have more extensive rights to conduct audits and reviews based on applicable laws, and nothing agreed hereunder is intended to limit such rights in any way.

## 21. USE OF REFERENCES

Using an OP Financial Group company or this Agreement as a reference is permitted only if the Supplier and an OP Financial Group company have signed a separate agreement thereon.

## 22. LIABILITY FOR DAMAGES

The Contracting Party has the right to receive damages from the other Contracting Party due to direct damage and/or loss caused by breach of contract.

Direct damage and/or loss is considered to include, but is not limited to, the following damage/loss and

costs caused to the Customer by breach of contract or a flawed or defective Product or Service:

- Replacement, return and repair costs;
- Compensation and reimbursement paid by the Customer to a third party;
- Work done by the Customer or subcontracted by the Customer out to a third party; and
- A cover purchase and the resultant costs.

The Contracting Parties are not liable for indirect damage and/or loss, such as lost profit or net sales.

The aforementioned limitations of liability shall not, however, apply to loss/damage caused by breach of the obligations in Clause 18 (Confidentiality) or Clause 19 (Data security and data protection) of these General Terms, or loss caused intentionally or through gross negligence. Nor shall the limitations of liability apply to liabilities based on Clause 13 (Supplier's responsibility for infringement of rights) or Clause 31 (Product liability) of these General Terms.

Furthermore, the Supplier has unlimited liability for any property damage and personal injury that the Supplier, Product, Service or the Supplier's Subcontractor causes to the Customer, Customer's employees or customers or those to whom the Customer is liable for damages.

Damages, service credits, liquidated damages and other rights and legal remedies are cumulative and not exclusive of one another. The exercise of any of the Contracting Party's rights or legal remedies shall not affect the exercise of the Contracting Party's other rights or legal remedies even if they were based on the one and the same breach of contract or another basis of liability.

For the avoidance of doubt, the Supplier is entitled to receive compensation for a single damage/loss only from one OP Financial Group company.

## 23. TRANSFER OF AND AMENDMENTS TO AGREEMENT

The Supplier has no right to assign or transfer the Agreement or the rights or obligations related thereto, in part or in full, to a third party without the Customer's prior written consent.

The Customer may assign or transfer the Agreement or the rights or obligations related thereto to another OP Financial Group entity by notifying the Supplier in writing thereof.

Any amendments to the Agreement shall be made in the same manner as the original Agreement has been made.

## 24. COMMENCEMENT AND TERMINATION OF AGREEMENT

The Agreement will take effect in accordance with Clause 3 (Agreement) above. If the Agreement applies to a one-off product delivery or one-off service performance, the Agreement will be valid until both Contracting Parties have fulfilled all of their obligations under the Agreement.

If the Agreement is valid until further notice, it will expire after one (1) month has passed of the date when the Supplier received the Customer's written notice of termination or six (6) months have passed of the date when the Customer received the Supplier's written notice of termination.

The Customer shall have the right to terminate the Agreement with immediate effect by notifying the Supplier in writing thereof if the Supplier is in material breach of the Agreement and does not correct the breach within fourteen (14) days of the Customer's reminder.

Material breach of contract means, for example, the following:

- Delivery of the Product or Service contrary to the Agreement if the error is not inconsiderable;
- The Supplier's failure to remedy an error detected in audit, which is not inconsiderable, within the agreed schedule;
- Violation of the terms and conditions governing confidentiality, data security and data protection or corporate social responsibility;
- Delay in the delivery of the Product or Service by more than  $\frac{1}{3}$  of the agreed delivery time or by more than five (5) weeks, whichever is the shorter;
- The level of the Service being below the critical service level stipulated in the Agreement during the two (2) consecutive measurement periods or in three (3) measurement periods during the six (6) consecutive measurement periods; or
- Recurrent delays or errors.

The Customer shall have the right to terminate the Agreement with immediate effect if the Supplier is filing a bankruptcy petition, is declared or will probably be declared bankrupt or if a financial restructuring procedure is being imposed or will probably be imposed upon the Supplier or if the Supplier is subject to another similar arrangement or procedure.

Furthermore, the Customer shall have the right to terminate the Agreement with immediate effect if the Supplier's financial standing or other circumstances are found to have changed substantially in such a way

that the Supplier cannot be assumed to fulfil its obligations under the Agreement. In such a case, the Customer shall, prior to termination, notify the Supplier of the threat of such termination and allow the Supplier an opportunity to give an explanation within a reasonable time.

The Customer shall have the right to terminate the Agreement with immediate effect if the Supplier or its business is transferred to the Customer's competitor or the Customer's competitor gains control of the Supplier or the business under the Agreement.

Upon termination of the Agreement, the Supplier shall refund the Customer all payments for which the Products or Services have not been delivered as per Agreement or which the Customer has not been able to bring into use, and pay interest on the aforementioned payments calculated on the date of payment until the date of refund as specified in the Interest Act.

## 25. APPLICABLE LAW AND SETTLEMENT OF DISPUTE

The Agreement shall be construed and governed by the laws of Finland, with the exception of the connecting factor rules. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement.

Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one (1) arbitrator. Arbitration shall be conducted in Finnish and the place of arbitration is Helsinki.

## TERMS AND CONDITIONS GOVERNING PRODUCT PROCUREMENT

Clauses 26–32 of the General Terms shall be applied to the Products under the Agreement.

## 26. PRODUCT FEATURES AND QUALITY

A Product must be in accordance with the Agreement and in every way fit for its purpose which appears from the Agreement and/or is otherwise known to the Supplier upon commencement of the Agreement. When the Product is delivered, it must be new and unused unless otherwise expressly stipulated in the Agreement.

In terms of type, quantity, quality, package and other features, the Product must correspond to what has been agreed upon. The Product must also correspond to any samples and specimens that may have been provided in advance to the Customer. The Supplier is responsible for ensuring that the Product is flawless



and fulfils the requirements valid at the time of delivery set by the binding and directly applicable EU regulations, Finnish laws and decrees, regulations issued by relevant authorities (such as those pertaining to the structure, industrial safety, fire safety and electrical safety), standards, commercial practice, ethical standards in Product manufacturing, environmental aspects, good technical practice and regulations on the Product issued by the relevant authorities. The Supplier is also responsible, at its own expense, for ensuring that the Product has all the required approvals from the relevant authorities and licences and permits.

The Supplier shall be responsible for the Product being packaged in such a way that it is not damaged during handling, transport and warehousing. The Supplier must label all Products and deliveries in accordance with the Agreement, applicable laws, official regulations and good trade practice.

The Supplier shall distribute all such certificates, licences/permits and other documents with the Product that are necessary for use of the Product and drawings and instructions required in installation/assembly, repair and/or maintenance. Such documents must be available in Finnish unless the Customer has issued a written approval of their availability in another language.

The Supplier shall guarantee Product maintenance and spare parts at reasonable prices and on fair terms. Unless otherwise agreed, maintenance and spare parts must be available during the time corresponding to the Product's general useful life.

With the express written consent of the Customer, the Supplier may substitute the Products under the Agreement for other Products. Such substitute Products must fulfil the requirements and standards set in the Agreement and correspond to at least the original Products in terms of features. The Supplier shall deliver the substitute Product at the price equalling that of the original Product, at the most.

## **27. PRODUCT FLAWS**

If the Product differs from what has been agreed upon, it is flawed. Moreover, even if a circumstance is not expressly specified in the Agreement, the Product must always correspond at least to what it can reasonably be expected of it.

A Product flaw shall be assessed on the basis of what the Product is like in terms of its type, quantity, quality, package and other features when Risk of Loss passes to the Customer. The Supplier is liable for a flaw which the Product had during that time even if said flaw became apparent at a later date.

If the Product has a flaw, the Customer must report it to the Supplier within a reasonable time of the date when it discovered the flaw. Upon receipt of such a report, the Supplier shall, at its own expense, find the cause of the flaw and fix it without delay or replace it with a flawless Product. The Customer has the right to withhold payment of the Purchase Price until the Supplier has removed the flaw.

## **28. HANDING OVER PRODUCTS**

The Supplier shall hand over the Product to the Customer at the time specified in the Agreement. Without the Customer's consent, the Product, or part thereof, may not be handed over prior to the agreed time. Unless otherwise agreed, delivery clause TOP, delivered to destination indicated by the Customer (delivery in Finland, Finnterms 2001, TOP destination indicated by the Customer; or from abroad, Incoterms 2010, DDP, or subsequent versions). Title to the Product shall transfer to the Customer when the Customer takes delivery thereof.

Risk of Loss shall pass to the Customer when the Customer takes delivery of the Product in accordance with the delivery clause. If the Supplier cannot deliver the Product as agreed due to a reason attributable to the Customer, Risk of Loss shall pass to the Customer when the Supplier has fulfilled its obligations related to delivery and notified the Customer in writing thereof. Without the Customer's express written consent, the Supplier may not at the Customer's expense insure the Product even if Risk of Loss belonged to the Customer under the Agreement.

The Supplier shall bear Risk of Loss of the Customer's Products, parts and supplies which the Customer has delivered to the Supplier for storage, repair or further development.

## **29. INSPECTION**

The Customer has the right to inspect the Product prior to its delivery. Inspections and control performed by the Customer prior to the Product's delivery shall not limit the Supplier's obligations and liability.

As soon as the Customer has taken delivery of the Product, it shall perform a delivery inspection within the reasonable time. Delivery is considered to have been accepted unless the Customer files a complaint about faulty delivery with the Supplier within a reasonable time.

Both the Supplier and the Customer are under an obligation to assist in inspections. Both Contracting Parties are liable to pay their own costs of inspection. The Customer is under no obligation to reimburse for the Products and supplies which have become unfit for

use or whose value has decreased during normal inspection.

If the Product has a flaw, the Supplier shall pay all of the costs incurred by the Customer due to repeat inspection, handling and transport.

### **30. PRODUCT LIABILITY**

With respect to Products delivered, the Supplier is responsible for ensuring that the Customer will incur neither costs nor harm due to regulations governing product liability or product safety applicable to the Product. If the Customer has paid compensation, based on product liability, to a third party on behalf of the Supplier, the Supplier shall pay to the Customer such compensation in full.

The Supplier is under an obligation to notify the Customer of specific risks which the Supplier knows that they relate to the features of the Products or to their upcoming use, and shall promptly inform the Customer of demands or claims related to product liability and presented to the Supplier.

### **31. PRODUCT SUPPLIER'S SUBCONTRACTORS**

The Contracting Parties have the right to use Subcontractors in their operations associated with the Agreement and shall be liable for their Subcontractors' work and actions as for their own. The Customer has the right to be informed of a Subcontractor the Supplier uses and the Supplier is obliged, at the Customer's request, to promptly replace a Subcontractor used by the Supplier with another one approved by the Customer.

### **TERMS AND CONDITIONS GOVERNING SERVICE PROCUREMENT**

Clauses 32–37 of the General Terms shall be applied to the Service under the Agreement.

### **32. SERVICE QUALITY**

The Supplier shall be responsible for the Service corresponding to what has been stipulated in the Agreement. The Service must also correspond to information provided to the Customer on the Service content, service levels, performance and other factors related to the Service quality.

The Service must fit for the purpose for which such service is generally used unless otherwise agreed upon. In terms of quality, the Service must correspond to any brochures and other material that may have been given to the Customer.

The Service must fulfil the requirements valid at the time of delivery set by the binding and directly applica-

ble EU regulations, Finnish laws and decrees, regulations issued by relevant authorities and technical, environmental and other standards related to the Service.

The Service shall be provided in Finnish unless otherwise agreed.

### **33. SERVICE DEFECTS**

If the Service differs from what has been agreed upon, it is defective.

After receiving a report on a defect from the Customer or after otherwise discovering a defect, the Supplier shall, at its own expense, find the cause of the defect without delay and fix it without delay. The Customer has the right to withhold payment of the purchase price until the Supplier has fixed the defect. Instead of repair, the Customer has the right to demand abatement.

If the Contracting Parties have agreed on service credits, the Supplier is under an obligation to make service credit payments to the Customer as agreed. In such a case, the Customer has no obligation to prove that damage would have been caused.

### **34. QUALITY ASSURANCE AND REPORTING**

The Supplier is obliged to monitor and control the implementation and quality of the Service and to report them and other Service-related matters to the Customer. The Supplier is obliged to develop the Service throughout the term of the Agreement and to ensure that the Service corresponds to the industry's quality standards.

The Customer shall control the Service quality according to its needs. The Supplier shall provide the Customer with reports or information requested by the Customer for control by the stipulated deadline, or if no deadline has been agreed, without undue delay whenever the Customer requests them.

### **35. SUPPLIER'S OTHER OBLIGATIONS AND RESPONSIBILITIES**

The Supplier shall, at its own expense, cooperate with other possible service providers providing services to the Customer at any given time in such a way that the package of the services functions as flexibly as possible and without interruption from the Customer's perspective.

The Supplier shall maintain documentation related to the Services. Such documentation includes service process descriptions, manuals, instructions, reports plus other material that is needed for the provision and development of the Service and that shall

be maintained by the Supplier. Unless otherwise agreed, the documentation must be in Finnish.

### **36. PERSONNEL USED FOR SERVICE PROVISION**

The Supplier shall use personnel with suitable and sufficient education, professional skills and experience to provide the Service. The Supplier is responsible for ensuring that it has the resources required for Service provision during the term of the Agreement. If the Contracting Parties have agreed that the Supplier will assign one or more specific persons to perform the Service, the Supplier shall have no right to replace a person with another without the Customer's prior written consent. If the person concerned is not available as agreed, due to a reason beyond the control of the Supplier such as changing a job, a long-term illness or another similar reason, or if the Customer so demands, the Supplier shall, at its own expense, promptly assign another person who fulfils the Customer's requirements.

The Supplier or its employees or Subcontractors are never in an employment relationship with the Customer when performing duties under the Agreement.

Supervisory and control responsibility shall rest with the Supplier unless the transfer of such responsibility has been agreed upon separately.

### **37. SERVICE SUPPLIER'S SUBCONTRACTORS**

The Supplier is permitted to use only Subcontractors that the Customer has approved. The Supplier is obliged, at the Customer's request, to promptly replace a Subcontractor used by the Supplier with another one approved by the Customer. The Supplier shall be liable to the Customer for their Subcontractors' acts and omissions as for their own.

### **TERMS AND CONDITIONS GOVERNING EXTERNAL TEMPORARY LABOUR**

Clauses 38–43 of the General Terms shall be applied to External Temporary Labour.

### **38. EXTERNAL RESOURCE AND TASK**

The Supplier provides a designated person (External Resource) for use by the Customer. The Supplier is responsible for the External Resource having the required professional skills for a task and performing the task as agreed in compliance with good technical practice and quality standard. A 3-month probationary period shall apply to new assignments. Unless otherwise agreed in writing, the External Resource's normal weekly working hours are 37.5 hours between 7 am and 6 pm.

If the External Resource concerned is not available as agreed, due to a reason beyond the control of the Supplier such as changing a job, a long-term illness or another similar reason, or if the Customer demands in writing a replacement, the Supplier shall, within one week, assign another External Resource who fulfils the Customer's requirements. After the probationary period, the Customer may demand only for justified reasons that the External Resource be changed. If the Supplier does not assign a new person or the Customer does not accept for justified reasons the new person proposed by the Supplier, the Customer shall have the right to terminate the Agreement in writing with immediate effect. In such a case, the Supplier has the right to receive payment as per Agreement only for the task performed prior to its termination.

The External Resource shall not have the right to work in companies competing directly or indirectly with the Customer. In such a situation, the Customer may require a change of the External Resource. If the Supplier does not assign a new person or the Customer does not accept the new person proposed by the Supplier for justified reason, the Customer has the right to terminate the Agreement in writing with immediate effect.

The External Resource has an employment contract with the Supplier and the Supplier is responsible for the statutory employer obligations, pension and social security contributions included. The Supplier is liable for the costs related to the External Resource's professional skills.

### **39. THE BACKGROUND CHECKS CONCERNING THE EXTERNAL RESOURCE**

A person can work as an External Resource only after the Supplier has delivered background check report concerning the person in accordance with Customer's policy and the report doesn't indicate that suitability, uprightness or reliability are at risk. The background checks may concern credit status, drug test, special requirements applying to occupational groups (such as governmental permits, certificates and authorizations) or other information.

The Customer may at its discretion require a security clearance, as defined in security clearance law, concerning External Resources working in certain tasks and decide whether the result of the security clearance is acceptable to the Customer.

### **40. PERFORMANCE OF TASK, TOOLS AND WORKPLACE**

The External Resource shall perform the task assigned to him under the Customer's control and supervision, in which case the Customer is responsible for

work guidance and instructions. The Customer is responsible for information, instructions and work orders it has provided, for the determination of the objectives related to the task and for the suitability of the performed task and its outcomes to the Customer's uses. Unless otherwise agreed, the task shall be performed on premises indicated by the Customer and using the equipment, software and other tools provided by the Customer for use by the External Resource, for the costs of which the Customer is liable.

#### **41. COST AND VALIDITY**

In its offer, the Supplier shall quote the Customer the hourly rate of each External Resource and itemise the costs on which a task-specific hourly rate is based.

Unless otherwise agreed, the Customer shall make related payments every month afterwards on the basis of the Supplier's reporting or invoice.

Overtime comprises work done by the External Resource outside the normal weekly working hours or on Finnish religious holidays and eves at the Customer's written request (incl. email). An agreed hourly rate plus overtime compensation percentages pursuant to the Working Hours Act shall apply to overtime.

The Customer is under no obligation to pay travelling or accommodation expenses incurred by the External Resource unless agreed in writing thereupon in advance. The Customer shall not pay travelling expenses incurred or for the travel time within the Helsinki Metropolitan Area. Unless otherwise expressly agreed upon between the Contracting Parties, the External Resource is assumed to arrive from the Supplier's place of business nearest to the Customer.

The Agreement for External Temporary Labour is effective for the time stipulated in the order. The Customer may terminate the Agreement in writing with a notice period of one (1) calendar month.

#### **42. INTELLECTUAL PROPERTY RIGHTS AND EXTERNAL TEMPORARY LABOUR**

Proprietary right and intellectual property rights (including those related to modification, further development and redistribution) to all of the External Resource's outcomes belong to the Customer.

The Supplier has no right to distribute the External Resource's outcomes to a third party or utilise them in any other respects. However, the Contracting Parties have the right to use the created know-how and professional skills in their other operations within the framework of the regulations governing the Agreement confidentiality.

#### **43. LIQUIDATED DAMAGES AND EXTERNAL TEMPORARY LABOUR**

The Customer has the right to receive ten thousand (10.000) euros in liquidated damages per each breach of the Agreement if the Supplier or a person acting on its behalf violates the confidentiality provisions of the Agreement or if the External Resource is working simultaneously with the Customer's competitor as set forth under clause 38. The Customer is entitled to receive liquidated damages without proving that the Supplier's breach of contract would have caused damage/loss to the Customer.