

These General Terms of Agreement ("General Terms") shall apply to Agreements issued for services provided by a company being part of OpusCapita group.

## 1 GENERAL

1.1 In this document OpusCapita group company is called *Supplier*. In this document *Party and Parties* refer to Supplier and/or Customer.

1.2 In this document *Service(s)* refer to the services referred to in the Agreement or described in Supplier's standard Service documentation and provided by Supplier to its customers. Service provision is always based on an Agreement between the Parties and it may cover continuous or non-continuous (for example development or project work) Service.

1.3 In this document *Agreement* refers to an Agreement issued by the Parties for the Service delivery.

1.4 In this document *Customer material* refers to Customer's material in physical or electronic form handled by Supplier in accordance with and based on the Agreement.

## 2 GENERAL OBLIGATIONS OF THE PARTIES

2.1 Supplier is responsible for:

- Providing Services in a professional, workmanlike manner pursuant to the Service documentation valid from time to time;
- Fulfilling all his obligations in accordance with the Agreement;
- The accuracy of instructions given to Customer;
- Ensuring that in case Customer material is electronically transferred to Customer under Supplier responsibility, the delivery shall be made in accordance with the accepted data transfer method and in the agreed document format.

2.2 Customer is responsible for:

- Fulfilling all his obligations in accordance with the Agreement;
- Providing necessary documentation, data or information that may be necessary to Supplier's fulfillment of its obligations according to the Agreement. Customer shall be responsible for the completeness and accuracy of these;
- Providing access to Customer's systems if needed for the Supplier to perform the Services and as agreed in the Agreement
- Ensuring that its personnel is familiar with the use and operation of the Services
- Establishing and maintaining data communication with Supplier under conditions described in greater detail in the Agreement and/or user instructions. Unless otherwise agreed, Customer is responsible for the provision of a communication connection between Customer and Supplier up to Supplier's server/communication port;
- Ensuring that in case Customer material is electronically transferred to Supplier or back, the delivery shall be made in accordance with the accepted data transfer method and in the agreed document format;
- Sending messages only in the purpose of using the Service and in accordance with the delivery plan and in the agreed format
- Promptly replying to Supplier's information verification requests. Customer is responsible for compliance with laws and regulations regarding its bookkeeping, accounting principles, tax, transfer price practices, other like procedures and obligations as an employer as well as following the instructions and recommendations of applicable authorities. Customer is responsible for making required notifications to and/or acquiring the necessary permissions from the authorities in relation to its business operations. These responsibilities shall not transfer to Supplier with this Agreement.

## 3 SERVICES

3.1 Supplier shall commence its Service production upon the Agreement entering into force or if implementation is required, after Supplier's finalized Service implementation. The use of the Services by Customer for production purposes will be deemed acceptance of the implementation of the Service.

3.2 Supplier has the right to use its service and delivery locations, models, methods and technologies as changed from time to time in producing its Services.

3.3 Supplier is constantly developing its Services and Service production environments based on the discovered development needs and feedback or due to changes in legislation or decisions of authorities. Therefore, Supplier may make such changes to its Services, which do not essentially change the agreed Service or Service levels. Customer is responsible at its cost to ensure that Customer's systems support the changes in Supplier's Service. In case of private SaaS or similar Customer dedicated environment, Customer is also responsible for Supplier's costs for upgrading the Customer dedicated environment.

3.4 In case of essential changes, Customer shall be informed of these changes in the latest one (1) month before the intended implementation of these changes. Customer is responsible at its cost to ensure that the Customer's systems also support these essential changes in Supplier's Service. In case an essential change in the Service would cause an objectively unreasonable effect on the Customer, Customer may terminate the Agreement as of the date the essential Service change is implemented.

## 4 SUBCONTRACTORS

4.1 Supplier is entitled to use subcontractors in the provision of the Services and other purposes such as for the outsourcing of Supplier's ICT infrastructure or related services. Processing of personal data by subcontractors is governed by specific provisions in clause 8 below.

4.2 Supplier is responsible for the actions of its subcontractors as Supplier would be for its own actions.

## 5 CUSTOMER MATERIAL

5.1 Customer shall ensure that the contents of Customer material and any Customer material produced or transferred using Supplier's Services do not infringe copyrights or other rights, best practices, applicable laws or orders or instructions issued by local authorities. Supplier may return or destroy any illegal or violating Customer material at Customer's expense after having informed Customer thereof in advance, if possible.

5.2 Supplier's liability for Customer material shall commence once Customer material has been received by Supplier either electronically or physically and shall end when Customer material has been delivered either electronically or physically.

5.3 Records of receipts and deliveries of Customer material in Supplier's information systems constitute proof of receipt or delivery of Customer material. Information connected to provision of the Services is verified from the abovementioned Supplier's information systems.

5.4 Supplier will inform Customer without undue delay of eventual errors Supplier may discover in the material or information delivered by Customer. Supplier is, however, not under the obligation to verify or correct possible errors in Customer's material nor to validate information provided by Customer.

5.5 Any storage of Customer material and the terms and conditions for such storage in connection with the Service shall be agreed in the Agreement. Supplier is entitled to invoice Customer for a sum defined in the Agreement or Supplier's valid price list for such storage.

5.6 If not otherwise agreed in the Agreement, Supplier is entitled to destroy any Customer material in its possession after one (1) month following the fulfillment of the Service or termination of the Agreement.

## 6 PRICING AND INVOICING

### General

6.1 The applied prices are defined in the Agreement or in Supplier's valid price list.

6.2 Supplier shall add valid value added tax and other applicable taxes and charges defined in the Agreement or resulting from legislation or other official measures to the prices.

### Pricing

6.3 The pricing is defined in the Agreement.

6.4 Unless otherwise agreed in the Agreement, the pricing for continuous Services is based on the monthly usage of the Services and a minimum charge which are based on the estimated volumes determined with the Customer. If not otherwise agreed in writing, the usage charges and minimum

charges shall be based on 70% of the estimated total usage or total volumes. Fixed monthly charges may also apply. Charges may vary depending on the volume of the Services.

6.5 The Service pricing for non - continuous Services is based on a time and material pricing model or on a fixed price, as agreed in the Agreement.

#### Time and material pricing model

6.6 Unless otherwise agreed in the Agreement, the working days and hours applied to non – continuous services, are weekdays Monday – Friday 8:00 a.m. – 5:00 p.m local time.

6.7 If Customer orders work outside of the above hours, an additional charge will be made as per the following factors:

6:00 a.m. – 8:00 a.m. and 5:00 p.m. – 8:00 p.m. weekdays Monday – Friday, the fee multiplied by a factor of one point five (1.5) per hour will be charged. For other times, the fee multiplied by a factor of two point zero (2.0) per hour will be charged.

All work outside of normal working hours shall be agreed with the Customer in writing before it commences.

6.8 The number of hours used and amount of compensation for costs shall be reported on the invoice.

6.9 Unless otherwise expressly agreed in the Agreement, Supplier is entitled to compensation for travel and accommodation and for allowance expenses as per the Agreement. Should no such Agreement have been made, Supplier is entitled to compensation for travel, accommodation and allowance expenses in accordance with the norms of the local tax authorities as applicable from time to time.

6.10 For travel time occasioned by the Agreement, compensation as per the ordinary hourly fee will be charged for travel time that falls within Supplier's ordinary working hours in addition to compensation for travel and allowance expenses. Time outside of ordinary working hours will be charged at half the hourly fee.

#### Changes in pricing

6.11 Supplier has the right to revise prices once per calendar year and in accordance with clause 8.5. Any price changes shall come into force one (1) month from the sending of the Supplier's written notice of the change to Customer. If the prices are changed by more than ten (10) % and Customer does not accept the proposed price change, Customer has the right to terminate the Agreement within thirty (30) days of the date of notice of the price change and in the meantime, the prices in force at that time shall apply. The foregoing does not apply in case of pre-agreed changes in prices due to volume changes.

6.12 Any change attributable to Customer, as regards the Services or the preconditions applying to their implementation, implementation method or schedule, shall entitle the Supplier to corresponding changes in the Supplier's pricing and prices. The Supplier shall also be entitled to invoice for any additional costs incurred due to the above reasons.

6.13 Notwithstanding anything to the contrary in the Agreement, price changes due to revised legislation or decisions of the authorities may be implemented by the Supplier as of the first validity date of the revised law, decision or premium. This also includes price changes of postal operators. The Supplier will inform Customer in writing of such changes as soon as possible.

6.14 If the Agreement is terminated for a reason attributable to Customer before Customer has taken the related Service into production use, Supplier shall have a right to charge the agreed fixed price for the implementation of the Service or, the actual work and expenses incurred by the Supplier, if the implementation is charged on hourly or daily rates. In addition, Supplier is entitled to charge the minimum fees set forth in the Agreement calculated for a period of twelve (12) months.

6.15 To the extent that Supplier is unable to redirect assigned resources to other work, Supplier is entitled to charge Customer for resources that have not been able to be utilized due to Customer's inability to perform its obligations in accordance with the Agreement.

#### Invoicing

6.16 The Supplier shall invoice continuous Service either monthly, bi-weekly or weekly in arrears in accordance with the

actual usage of Service, however at least the minimum charges defined in the Agreement. Service charges for SaaS will be invoiced in accordance with special terms for SaaS. The SaaS Services that originate from Finland will be invoiced in the name of the Supplier's parent company OpusCapita Solutions Oy.

6.17 Unless otherwise agreed Supplier shall begin invoicing Service charges from the actual date of the Service in production or latest on the agreed date of production unless the commencement of the Service production is delayed due to Supplier.

6.18 The invoicing of Service charges will end at the end of the month during which the Agreement ends.

6.19 If the Parties have agreed a fixed price for the implementation of the Services, Supplier shall invoice the fixed price in two (2) installments so that the first installment (50 %) is invoiced on the effective date of Agreement and the second installment (50 %) on the agreed Service in production date or on the actual date of Product in production in case the commencement of the Service production is delayed due to Supplier.

#### Terms of payment

6.20 The term of payment for Supplier's invoices is fourteen (14) days net calculated from the date of the invoice.

6.21 Supplier shall charge Customer interest for possibly delayed payments in accordance with the relevant Interest Act. Supplier shall charge Customer collection charges each time an invoice is collected by Supplier.

6.22 Customer shall make any claims concerning invoices before the due date thereof. No claim shall entitle Customer to delay the payment of the indisputable part of the invoice.

### 7

#### DATA SECURITY

7.1 Supplier's information security management is developed in accordance with the common security principles in Supplier's field of operation.

7.2 The Parties shall ensure the data security of their information systems, and that their information systems are duly protected.

7.3 Before sending any material to the other Party, each Party shall use all reasonable efforts to ensure that the material sent does not contain any harmful elements or malware that may cause damage to the other Party.

### 8

#### PERSONAL DATA

8.1 With regard to personal data included in Customer material, Customer shall be the personal data controller for the use of whom personal data is processed and Supplier the processor of such personal data. Customer shall ensure that it has a right to process and enable personal data to be processed by the Supplier in the manner and format used in the Service. Customer shall, as part of ordering and agreeing on the Services, ensure that the Agreement sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects, as well as the obligations and rights of Customer as the controller, together with the related data processing instructions, in accordance with the requirements of the applicable data protection legislation.

8.2 Supplier undertakes to process personal data included in Customer material in the Services in accordance with the Agreement. If Customer issues new instructions for the processing of personal data after the signing of the Agreement, such instructions must be made in writing and will be handled as a change request.

8.3 Parties undertake to implement such technical and organizational measures as are appropriate to optimize their respective business practices whilst ensuring a level of security required by the applicable data protection legislation and protecting personal data from unauthorized processing, destruction or alteration. Due to the requirement of cost-efficiency in the provision of Services, Supplier reserves the right to implement appropriate technical and organizational measures in its Services in a uniform manner across the customer base, taking into account any mandatory requirements of specific customer groups or clientele deriving from the applicable data protection legislation.

8.4 Unless a separate data processing agreement has been entered into between the Parties, these General Terms, the Agreement and any written data processing instructions issued by

the Customer shall govern the processing of personal data by Supplier on behalf of Customer. Upon Customer's request, a specific data protection agreement in the form of Supplier's service model template will be attached to the Agreement. The terms of such data processing agreement shall take precedence in governing the processing of Customer's personal data.

8.5 Supplier shall be entitled to use a subcontractor identified in the Agreement or otherwise notified to the Customer as detailed below, to process Customer's personal data in connection with the provision of Services, in accordance with the applicable data protection legislation. Supplier shall notify Customer of any changes to the subcontractors it uses. Within 30 days from receipt of such notice, Customer may provide its written and justified rejection of the use of one or more subcontractors identified in the notice. If Customer provides such a notice of rejection, Supplier may give written notice of a price change in accordance with clause 6.11 to correspond with any change in the costs of processing of data as may result from Customer's rejection of the use of a subcontractor, or terminate the Agreement with effect of no less than thirty (30) days from Customer's notice of rejection. In case Customer does not provide a notice of rejection in accordance with this clause, Customer is deemed to have accepted the use of the subcontractors. Supplier reserves the right to provide notice of any changes to its data protection processes or to the subcontractors it uses on its website, in the service task tracking system or otherwise electronically, provided that Customer's contact person for the Services or other representative is provided notice thereof and has access to such notices.

8.6 Upon Customer's request and subject to an entitlement to charge an hourly fee, Supplier shall, to the extent possible and appropriate taking into account the nature of the processing, assist Customer to fulfill Customer's obligation to respond to requests for exercising the data subject's rights, and to ensure compliance with requirements set for data controllers under the applicable data protection legislation concerning (i) the security of processing; (ii) notification of a personal data breach to the supervisory authority; (iii) communication of a personal data breach to the data subject; and (iv) carrying out data protection impact assessments. Further, at the choice of Customer, the Supplier shall delete, or subject to an entitlement to charge a fee, return all personal data to Customer after the end of the provision of Services under the Agreement. At Customer's cost, and provided that no less than thirty (30) days' prior written notice has been given to the Supplier, Customer shall be entitled to audit Supplier's compliance with the requirements set for data processors under the applicable data protection legislation. Supplier shall contribute to such an audit, subject to an entitlement to charge for an hourly fee.

8.7 In order to allow Supplier to provide Customers with effective Services, Supplier may from time to time transfer personal data collected to its business partner companies in the EU or outside the EU in accordance with EU Commission's model data protection clauses and the applicable personal data protection requirements. These transfers do not imply any restriction to Supplier's data protection and confidentiality which will be fully applicable.

8.8 To the extent necessary to ensure the legality of processing of personal data outside EU in conjunction with the provision of the Services when Customer is the data controller, Customer hereby authorises Supplier to enter in Customer's name into data processing agreements with subcontractors on the basis of the EU Commission's model data protection clauses and in accordance with the applicable personal data protection requirements.

## 9 CONFIDENTIALITY

9.1 The Parties shall keep confidential the Agreement, Agreement terms and any information concerning the other Party, their customers their business operations or relationships, and any other information and material regarded as confidential, including, but not limited to any material and information provided by the Parties in connection with the provision of the Services.

9.2 The obligations set out above will not apply to information which

- Is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving Party; or

- Were created or rightfully known by the receiving Party prior to disclosure by the disclosing Party; or
- Is disclosed to the receiving Party by a third party who did not require confidentiality obligation; or
- Was independently developed by the receiving Party without the disclosing Party's confidential information.

9.3 The Parties shall not reveal any confidential information or material to a third party without the written consent of the other Party.

9.4 However, Supplier may distribute on a need basis materials and information required for the provision of the Services to the subcontractors it uses, and with respect to data processing activities to those that have been approved by Customer, ensuring that the materials and information will be kept confidential, that persons authorized to process the personal data have committed themselves to confidentiality, and that information will not be used except for the purposes for which the distribution was made.

9.5 This confidentiality obligation shall remain in effect for three (3) years after the termination of the Agreement unless the applicable legislation or governmental decrees require a longer period.

9.6 Despite what has been stated above, Supplier shall be entitled to use Customer's name and logo as a reference in Supplier's marketing and/or make an official statement of signing of the Agreement and its value. Further, with Customer's prior approval Supplier may arrange in co-operation with Customer reference visits, case studies, presentations and other such activities for potential customers and client base.

## 10 SERVICE ERRORS

10.1 In case of error in the Service caused solely by Supplier, Supplier shall at its cost rectify or replace the faulty Service with a similar substitute Service without undue delay.

10.2 If Customer wishes to lodge a complaint concerning an error in the Service, Customer shall do so within three (3) months of the point in time when Supplier has delivered or should have delivered the Service.

10.3 Supplier does not warrant that the Service shall be uninterrupted and/or error-free. Supplier disclaims all implied warranties or conditions, including, but not limited to, the implied warranties or conditions of satisfactory quality, merchantability and fitness for a particular purpose.

10.4 Supplier's liability for errors or delays does not extend to errors or delays caused directly or indirectly by Customer or any acts or omissions of Customer or by a third party under Customer responsibility (such as recipient of Customer material). If Customer has reported an error or delay and no error or delay for which Supplier is liable proves to exist, Customer shall compensate Supplier according to Supplier's valid price list.

## 11 SUSPENSION OF SERVICES

11.1 Supplier has the right to suspend the performance of the Services due for example to installations of or changes or maintenance to the Services. Supplier shall ensure that the said suspension takes no longer than necessary or that it takes place, if possible, outside Supplier's normal office hours.

11.2 Supplier shall notify Customer in good time in advance of these suspensions of the Services in case they are not outside Supplier's normal office hours. Supplier shall not be liable to compensate any potential damage incurred by Customer due to said suspensions.

11.3 In case of any delay in payment for more than fourteen (14) days, Supplier may, in addition to any other consequences of such a delay also suspend the provision of the Services until Customer has paid in full or until Customer has provided security accepted by Supplier.

11.4 In case Supplier reasonably believes that Customer is not in line with its obligations set out in clause 5.1 above, or that regulatory requirements are otherwise being violated, Supplier has always the right (but not an obligation) to temporarily cease providing the Services, escalate the issue to be handled through a mutual governance procedure, and require such additional information and tasks from Customer as Supplier finds necessary. Nothing hereunder prevents Supplier from making filings to authorities as required by law, or openly discussing with Customer's auditors.

**12 LIABILITY FOR DAMAGES**

12.1 Each Party's liability (including possible service credits), for breach of the Agreement is restricted (in continuous Services) to a one (1) month Service charge of the Service effected at the time the cause of claim occurs. The aggregate liability of each Party in a calendar year may, however, not exceed three (3) monthly fees during the calendar year in which the cause of claim occurred. Under non-continuous Services the liability of each Party is limited to twenty (20%) percent of the total value of the Service provided.

12.2 If the Parties have agreed on service credits, they shall be paid or credited only once for the same root cause. Any actual damages may be paid only to the extent they exceed the service credits.

12.3 Neither Party shall be liable under the Agreement for any consequential or indirect damage (such as, for example, lost profits or business or savings, loss of data, loss of interest, loss of image, third party expenses like postage) or loss to a third party.

12.4 Neither Party shall be liable for any damage caused by the acts and omissions of the other Party, a third party (not including Party's subcontractors) or the authorities. Neither Party shall be liable for any damage (including loss of information or changes in information) caused by postal operator or technical faults disturbances and maintenance or installation of data communication.

12.5 The limitations of liability provided above shall not apply to breaches of confidentiality, to IPR indemnification or in cases of intentional misconduct or gross negligence.

**13 FORCE MAJEURE**

13.1 The Parties shall be released from adhering to their obligations under the Agreement and liability for damages in force majeure circumstances, such as a strike, a lockout, boycott, blockades, accidents, actions taken by the authorities and other circumstances which the Parties have been unable to avoid and whose consequences they have been unable to prevent.

13.2 The Party affected by the force majeure event shall immediately notify the other Party in writing of the force majeure event and describe at a reasonable level of detail the circumstances causing such force majeure event and with an estimate of the time at which the relevant circumstances are estimated to have been removed.

**14 INTELLECTUAL PROPERTY RIGHTS**

14.1 Supplier shall retain all rights, including, but not limited to proprietary rights, copyright and other intellectual property rights, to the Services and the related material and computer programs. Customer has the right to use the Services and material related to the Services only in accordance with the Agreement.

14.2 Customer shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service; or (iii) access the Service in order to build a competitive service, or copy any ideas, features, functions or graphics of the Service.

14.3 Customer shall retain all rights, including, but not limited to proprietary rights, copyright and other intellectual property rights, to Customer material. Supplier has the right to use Customer material only to provide the Services. Supplier may, however, use the data included in Customer material and the data arising out of handling of Customer material provided that such data is anonymized in a manner that it is not identifiable to Customer or a person.

14.4 Both Parties ensure that they have acquired all of the intellectual property rights and licensing rights necessary for the provision and use of the Services. Each Party shall procure and uphold all intellectual property rights and licensing rights relating to the use of any third party material, which may be necessary for the provision or use of the Services

14.5 Either Party shall at its cost defend, indemnify and hold the other Party harmless against any loss, damage or costs incurred in connection with claims, demands or suits made or brought against either Party by a third party alleging (i) a breach by the other Party of its obligations under applicable data protection laws and regulations; or (ii) that the performance, Customer's material or use of the Service as contemplated hereunder infringes the intellectual property rights of a third party

or otherwise harms a third party; provided, that the other Party (a) promptly gives written notice of these actions to the other Party; and (b) gives that Party sole control of the defense and settlement; and (c) provides to the other Party all reasonable assistance.

**15 TERM AND TERMINATION**

15.1 Unless otherwise agreed, the Agreement is valid until further notice and either Party has the right to terminate the Agreement by the giving of six (6) months' written notice to the other Party.

15.2 Either Party has the right to terminate the Agreement by notifying the other Party thereof in writing without being entitled to demand any compensation for damages, in the following events:

- The Service performance as per the Agreement has been delayed, due to a force majeure event, for more than one (1) month; or
- Customer does not accept Supplier's essential changes in the Service or changes in the Service prices informed by Supplier.
- Based on cancellation of a material permit or license to conduct certain business, a judgement issued by a competent court or authority or similar circumstance, it is suspected that a Party no longer is able to act as a reliable and professional business partner.

15.3 Either Party shall have the right to terminate the Agreement with immediate effect through written notice in the event of a material breach of the Agreement by the other Party.

15.4 Grounds for termination include, but shall not be limited to, the following:

- The Party's failure to use or produce the Services in accordance with the terms and conditions of the Agreement and failure to rectify such breach within thirty (30) days of the receipt of written notice thereof from the other Party;
- Customer's failure to pay an invoice, which has fallen due, within fourteen (14) days of a written payment request by Supplier;
- Supplier's essential, continuous failure, under several measuring periods, to meet the agreed service level metrics and failure to rectify the situation within thirty (30) days of the receipt of written notice thereof;
- If it is suspected that a Party will not be able to fulfill the Agreement and the said Party fails to provide sufficient collateral thereto;
- A Party files for bankruptcy or submits an application for financial restructuring, or an application has been submitted for a Party to be declared bankrupt or subjected to restructuring,
- A Party applies for a public summons for its creditors, or an authority has declared a Party unable to fulfill its obligations under the terms of the Agreement;

15.5 Upon termination of the Agreement Customer must immediately compensate Supplier for outstanding debts due. The same applies to debts regarding work performed as per the date of termination. Work performed after the date of termination will be performed on a time and material basis in accordance with Supplier's from time to time applicable price list.

15.6 Supplier shall reasonably contribute in the transition of the Service to another supplier, on resource hiring basis, subject to the hourly or daily rates set forth in Supplier's then current price list. Unless otherwise agreed in writing, the obligation to contribute ends after three (3) months from the expiration or termination of this Agreement. The Parties shall prepare a transfer plan defining the tasks of both Parties in more detail.

**16 TRANSFER OF EMPLOYEES**

16.1 All personnel transfers between the Parties must be agreed by a separate written duly executed Business Transfer Agreement, in the absence of which, no personnel will transfer. The Parties agree that (apart from a separately agreed Business Transfer Agreement, if any) this Agreement is not intended to trigger the transfer of personnel from Customer, Customer group companies or from Customer's existing or previous suppliers to Supplier. In case of any such unintended transfer, or a claim relating thereto, the Parties will closely liaise on the appropriate steps. Supplier will take all reasonable steps to mitigate the costs

resulting from such unintended transfer and Customer will indemnify Supplier for such mitigated additional costs. Customer will be responsible for any claims and costs in relation to possible termination of employment within Customer or its affiliates. No limitation of liability agreed hereunder will apply to the aforementioned obligations.

**17 ASSIGNMENT**

17.1 The Parties are not entitled to assign or transfer the Agreement or part of it without the other Party's written consent.

17.2 Supplier is however entitled to transfer the Agreement or part of it without the consent of Customer to a subsidiary of Supplier or any other company belonging to the same group or to

a third party acquiring the business that is subject to the Agreement.

**18 APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

18.1 All Agreements shall be governed by the laws of Finland excluding the choice of law stipulations.

18.2 Any disputes between the Parties shall primarily be resolved through mutual negotiations. If agreement cannot be reached in these negotiations, the dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The procedure shall take place in Helsinki in the English language. The number of arbitrators shall be one.

**COUNTRY-SPECIFIC ADJUSTMENTS**

If the Agreement covers debt collection services, separate OpusCapita debt collection terms and conditions shall apply and shall need to be attached hereto for each specific country.

The following adjustments shall be applied when the parties agree that the Agreement shall be governed Swedish or Norwegian law. In all other countries, Finnish law shall govern the Agreement.

**SWEDEN****Clause 18**

The Agreement shall be governed by the laws of Sweden excluding the choice of law stipulations.

Any disputes between the Parties shall primarily be resolved through mutual negotiations. If the agreement cannot be reached in these negotiations, disputes arising from the Agreement shall ultimately be settled by arbitration administered at the Institute of Arbitration of the Stockholm Chamber of Commerce (the Institute). The number of arbitrators shall be one. The procedure shall take place in Stockholm in the English language. The existence and outcome of the arbitration shall be kept confidential.

**NORWAY****Clause 18**

The Agreement shall be governed by the laws of Norway excluding the choice of law stipulations.

Any disputes between the Parties shall primarily be resolved through mutual negotiations. If agreement cannot be reached in these negotiations, the Parties undertake to settle it finally by Mediation pursuant to the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time. If the dispute has not been settled by such Mediation within 60 days of its request by one of the Parties and the Parties have not agreed to extend that time period, the dispute shall be settled finally by Arbitration pursuant to the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time. The procedure shall take place in Oslo in the English language. The existence and outcome of the arbitration shall be kept confidential.