

## GENERAL CONDITIONS OF CONTRACT TAL2023

These conditions of contract shall be applied to services, offers, order confirmations and services contracts of the accounting firm.

### Offer

1. An offer of an accounting firm shall be valid for a period of 30 days from the date of the offer, unless otherwise stated in the offer.

### Entry into force of the contract

2. The contract enters into force by signing of the accounting services contract by both parties, when the client has approved the accounting firm's offer, or when the accounting firm has confirmed the order of the client.

### Services

3. The tasks to be performed by the accounting firm are the ones jointly agreed upon in the Service Specification or other documents attached to the contract (hereinafter Services). If the accounting firm agrees to perform on the basis of the client's order other than the services mentioned in the Service Specification, these terms apply to them as well.

The accounting firm starts to provide the Service forthwith after the client has given the accounting firm necessary information and material and made a possible advance payment. Accounting firm shall provide the Services carefully and professionally in accordance with the working and reporting methods of the accounting firm.

### Basic Information

4. The client shall see that the accounting firm always has up to date basic information on the client (hereinafter Basic Information). Such information include contact, personnel, financial year, trade register information, industry, domicile, nationality, members of the board of directors, other information required in the legislation concerning money laundering in force from time to time and other necessary information and instructions on the measures to be taken. The client shall name a contact person to whom the accounting firm can turn if needed to obtain information or decisions in relation to the Services. A party shall inform the other party if the contact person is changed.

### Giving information and instructions on measures to be taken

5. The client shall supply the accounting firm with the information and material necessary to perform the Services well enough in advance in order to enable the accounting firm to carry out its tasks properly within normal working hours. Unless otherwise agreed, the material must be available to the accounting firm as follows:

- entire accounting material by the 10th day of the month following the end of the month in question
- material relating to payroll five (5) business days before the date the parties have agreed the calculation of pay shall be ready

- material relating to financial statements and taxation no later than within thirty (30) days from the end of the financial year
- other material no later than 10 working days before the due date.

The client contributes to the producing of the Services and carefully fulfills its own tasks in accordance with the contractual terms and instructions and recommendations of the authorities and the accounting firm. Enquiries and requests from the accounting firm shall be responded to without delay.

### Confidentiality

6. The party shall keep confidential the other party's trade secrets and other confidential information brought to his knowledge. They cannot be used for any other purpose than to fulfill the contract. The offer, order confirmation and contract with its terms and thereto included plans and schemes and other material are regarded as confidential. The confidentiality obligation shall survive the termination of the contract. The parties shall ensure that also their employees and sub-contractors undertake to observe the confidentiality obligation.

### Validity of the contract

7. The contract is valid until further notice with a two (2) months' notice period, unless otherwise agreed. If neither of the parties gives a notice on a fixed term contract at least two (2) months before the end of the agreed fixed term, the contract is valid until further notice with a two (2) months' notice period.

When the contract is terminated, the Service may - in accordance with the nature of the Service - be unfinished as regards to a past or ongoing Service processing period. This has been dealt with in section 11 below.

### Interruption of the Services and termination of a contract with immediate effect

8. The accounting firm has the right to interrupt the Services, if
- a) the payment to the accounting firm is delayed with more than seven (7) days,
  - b) the client does not provide the necessary information or material in due time or does not otherwise properly contribute to the provision of the Services,
  - c) client breaches the contract in some other manner or breaks the laws, orders, instructions or recommendations of the authorities significant to the provision of the Services, or
  - d) the client refuses to follow the accounting firm's entry instructions in a situation that might lead to criminal or civil sanctions for the parties. This condition is applied even if it is only a question of the parties' different interpretations of the content or meaning of the law, an order, a recommendation, or instructions, for example different interpretations of the deferral of income and related expenses, the

measurement of assets and liabilities in the accounting or in the financial statement or the deductibility of expenses in taxation.

If the client does not correct the situation within seven (7) days from the written remark of the accounting firm, the accounting firm has the right to terminate the contract with immediate effect.

If the performance of the service requires a specialist or obtaining an external expert opinion, the accounting firm shall inform the client about such a need. If the accounting firm and the client cannot reach a mutual understanding on the implementation of such service or the acquisition of an expert opinion within seven (7) days of the need arising, the accounting firm has the right to suspend the Services and terminate the contract with immediate effect.

If the accounting firm has a justified reason to suspect that the client's actions meet the statutory definition of an offence that is relevant to the performance of Services, or if the client's actions directly or indirectly violate a business prohibition ordered by court, the accounting firm has the right to immediately suspend the Services and terminate the contract with immediate effect.

9. The client has the right to terminate the contract with immediate effect if the accounting firm essentially breaches the contract and does not begin to correct the situation within seven (7) days from the written remark of the client.

10. A party may terminate the contract with immediate effect, if the other party applies for debt forgiveness from its creditors, the other party's petition for bankruptcy has been filed, or the other party is in liquidation. A party may terminate the contract with immediate effect also, if the other party, the other party's member of the board of directors, or a person in the other party exercising control directly or indirectly or otherwise, has been made the subject of a sanction under mandatory sanctions legislation.

If the client has been declared bankrupt, the provision in chapter 3, section 8 in the Bankruptcy Act (konkurssilaki) is applied to the duration and continued validity of the contract.

#### **Services upon the termination of the contract**

11. If the contract terminates before the closing of the accounts of the financial year ended during the validity of the contract is made, the accounting firm will close the accounts, if the client pays an advance payment and provides the accounting firm with information and material needed for the financial statements and taxation no later than within thirty (30) days from the end of the financial year, if the parties have not agreed on other schedule. If the client does not deliver the necessary material according to the schedule, the accounting firm has no obligation to prepare financial statements or tax returns. The accounting firm has no obligation to prepare financial statements or tax returns either, if the accounting firm has terminated the contract

on the grounds of termination with immediate effect based on the terms of the contract.

If the contract terminates in the middle of the financial year, having received the advance payment the accounting firm prepares the itemization of the balance sheet accounts based on the information available to it. Equally, the accounting firm shall prepare the necessary itemizations of the calculation of salaries and payroll accounting. The accounting firm is not obligated to prepare the above-mentioned itemizations, if the accounting firm has terminated the contract on the grounds of termination with immediate effect based on the terms of the contract.

The accounting firm charges the costs and fees of the above-mentioned Services according to its practice. The accounting firm has the right to charge the client for the work it has done by the end of the contract as well as the direct costs incurred.

#### **Rights to the material, right of retention to the material, transfer of the material to the client**

12. All rights to the material and the databases and the automatic solutions produced by the accounting firm (for example, system integrations, default posting presumptions, automation regarding collective agreements, report definitions, periodicity and rolling rules, robotics functions and similar) belong to the accounting firm, when the Services have been produced with software that the accounting firm has acquired for its use or owns. This condition has no effect on the rights the client has to the material it has submitted to the accounting firm. Others than the accounting firm are not without the accounting firm's authorization allowed to commercially utilize the databases. Legal obligations, such as executing audits or auditing under the General Data Protection Regulation, are not considered commercial utilization.

When the Service is produced with software that the client has acquired for its own use or own, and to which it has provided the accounting firm with user rights, the rights in the material and databases belong to the client.

Regardless of which of the parties the rights in the databases belong to, the accounting firm has the right to produce and publish various sector specific, company form specific or other similar numbers by combining different clients' data so that a specific client's, client's personnel's and the client's cooperation partners data or any other personal data referred to in data protection legislation cannot be identified, and trade secrets are kept. The accounting firm has the right to use the client's data to provide services for the client. The accounting firm produces and publishes data only in accordance with data protection and competition legislation.

The accounting firm has the right to have in its possession the material prepared for the client on the basis of the material the client has submitted to the accounting firm or otherwise until all the receivables of the accounting firm from the client have been paid, unless nothing else is regulated in mandatory bankruptcy or other legislation. The accounting firm shall

transfer the material to the client forthwith upon payment. The client shall take care of the picking up of the material at its own expense. If the client does not come to pick up the material on a due date given by the accounting firm at the latest, the accounting firm will send it as registered collect on delivery, unless otherwise agreed.

The accounting firm has the right to collect a fee for the keeping of the client's material.

The accounting firm has the right to keep the copies of the material it has produced also after the termination of the contract. The accounting firm is not required to delete the client's data from the database, unless otherwise provided by mandatory law. The accounting firm keeps the Basic Information at least five years from the termination of the contract.

### **Charges**

**13.** The accounting firm and the client agree on the **fees** and pricing of an assignment in writing. In addition to the fee, the accounting firm has the right to charge for necessary, customary, and reasonable travel and other direct expenses.

The accounting firm has the right to demand an **advance payment** from the client, if that has been agreed upon with the client or if it can otherwise be considered justified taking into account the circumstances of the case.

Unless otherwise agreed, the accounting firm has in accordance with the accounting firm's pricing criteria the right to charge for **additional work** deviating from the usual Service.

The charges do not contain **VAT**, which, as valid in each case, is added itemized to the charges together with all the other indirect taxes and charges required by law or ordered by the authorities.

The accounting firm is prepared for and invested in performing the Services until the end of the contract. Unless otherwise agreed, the accounting firm has the right to charge for the fee and other possible direct costs also from notice period, even if no Services would have not been ordered and performed during the notice period.

If the accounting firm has acquired software or other services for the client's use from an external service provider to perform the Service, and the client terminates the contract, the accounting firm has the right to terminate the agreements made with the external service provider to end at the same time the contract with the client ends.

### **Invoice itemization, terms of payment, consequences for default**

**14.** The accounting firm charges for its Services in accordance with the contract and its price list. The Service and cost charges shall be itemized in accordance with the agreed pricing principle.

Unless otherwise appears in the price list of the accounting firm or otherwise agreed, the term of

payment is fourteen (14) days from the date of the invoice and interest on overdue payments as set forth in the Act on Interest. The accounting firm has the right to charge the collection costs of a delayed payment.

### **Complaints regarding the invoices**

**15.** Complaints regarding the invoices shall be made in writing within ten (10) days of the date of the invoice.

### **Changes of the payments and the General Conditions of Contract**

**16.** Unless otherwise agreed, the accounting firm has the right to amend the prices by notifying the client in advance in accordance with section 18 and as stated in section 19.

**17.** If these General Conditions of Contract applied in the contract change, the accounting firm shall have the right to amend the contractual terms by replacing the General Conditions of Contract with the amended General Conditions of Contract.

**18.** The accounting firm shall notify the client of the above-mentioned amendments in writing, no later than thirty (30) days before the amendment enters into force. Then the client shall have the right to give a notice in writing within fourteen (14) days of the date of the notification to terminate the contract on the effective date of the amendment.

**19.** In case the charges or the bases for determining the charges change due to amendment of law or orders of the authorities, the accounting firm shall have the right to amend its charges accordingly. The changes shall be notified fourteen (14) days before they become effective.

### **Responsibilities of the parties**

**20.** In accordance with the legislation in force from time to time applicable to the client's activities, the client having a legal obligation to keep books, is responsible for its bookkeeping, as a taxpayer for paying the taxes and as an employer for the obligations related to the employer status and as a data controller for its data controller obligations. The client is as an employer responsible for interpreting laws, collective agreements and other agreements and for any decision-making related thereto. The client is responsible for working time records. The client is responsible for properly making all the surveillance and official notifications and obtaining the necessary permits.

These responsibilities do not transfer to the accounting firm. The client shall see that the appropriate material describing business transactions is collected, kept, and delivered to the accounting firm. The responsibility for the timeliness, sufficiency, correctness, completeness, and pertinence for bookkeeping purposes of the information and material of the accounting period and information and material describing subsequent events supplied to the accounting firm rests with the client. The client decides on what calculations and reports shall be prepared and how they are exploited.

**21.** The accounting firm shall place the Services and its expertise at the client's disposal in accordance with the contract and these General Conditions of Contract. The accounting firm shall notify the client of errors it has detected in the material supplied by the client. Unless otherwise agreed, the accounting firm shall, however, not be responsible for finding, controlling or correcting any computational or other errors in the material provided by the client.

**22.** The accounting firm is liable for its breaches of contract with the limitations included in these General Conditions of Contract, error in its Services and negligence causing damage to the client. The accounting firm has the duty to compensate the damage only and to the extent that the client proves that due action according to the contract, carried out by the accounting firm on time, would actually have prevented the damage or limited it.

The accounting firm is not responsible for clarifying foreign tax laws, company laws, or other legislation or its interpretation. If the parties have separately agreed that the investigation of the above-mentioned matters and the application of the regulations are a part of the service performed by the accounting firm to the client, these General Conditions of Contract, including limitations of liability, are also applicable to the delivery of these services.

#### **Notification of the error of the accounting firm and correction of it**

**23.** If an error is discovered in the Service performed for the client by the accounting firm, the client must inform the accounting firm thereof without delay. The accounting firm shall then have, without a charge and as soon as the circumstances permit, the right and the obligation to correct the error it has caused. If the client neglects its obligation to report an error which it has detected, or which it should reasonably have detected, the client shall not have any right to make claims based on the error.

If the client issues a complaint and the accounting firm can no longer access the client's data system, the client must provide the accounting firm with access to the system at the client's expense so that the accounting firm can address the complaint. If the accounting firm uses its right or fulfils its obligations to correct its mistake, the accounting firm shall bear the costs for granting the accounting firm access to the data system.

#### **Accounting firm is responsible only for its own activities**

**24.** The accounting firm is not responsible for the taxes of the client, or for damages other than those mentioned in Section 22 above. The accounting firm is not liable for the damages caused by the inadequateness, incorrectness or tardiness of the information or instructions or of the material provided by the client, or damages attributable to the client, or if the damage has been caused by a person, other than an employee of the accounting firm, acting on behalf of the client. Nor shall the accounting firm be liable for damages caused by the fact that the client or somebody acting on its behalf,

other than an employee of the accounting firm, has not followed the relevant laws or regulations of the authorities or the terms and conditions agreed. The accounting firm is never responsible for commercial or managerial decisions. They are decided by the client and the client is responsible for such decisions.

#### **Limitation of liability of the accounting firm to direct damages and to maximum amount**

**25.** The accounting firm is not liable for indirect damages, the loss of income, turnover, or markets, interruption of production or service, lost profits, or other thereto comparable damages.

The accounting firm is only liable for damages due to its negligence. The maximum amount of liability of the accounting firm per client's financial year is the greater of the following:

- a) twenty-five thousand (25 000) euros, or
- b) the amount of service charges (VAT 0) invoiced by the accounting firm from the client during the last twelve (12) months.

The above-mentioned maximum amounts limiting the accounting firm's liability apply unless another maximum amount of liability has been specifically agreed upon in writing.

The damage shall be regarded as one event of damage even though the recurrence of the same defect had had influence in it and even though it would influence during several financial years. The damage is considered to have appeared in its entirety during that financial year when it appeared to its essential part, even though a part of the damage would appear during some other financial year.

The limitations of liability do not apply to damages caused by gross negligence or intentionally.

Breach of contract, defect or negligence in performing the Services does not cause any other consequences to the accounting firm than those above-mentioned.

#### **Deadline for presenting claims**

**26.** A detailed claim to the accounting firm shall be made in writing and without delay after the notification of the error in accordance with the section 23, however no later than fourteen (14) days after the client became aware or should have become aware of the basis for the claim. If the client has not presented a written, specified, and justified claim within twelve (12) months of the detection of the error or its first notification, the accounting firm has no obligation to pay compensation. Furthermore, the accounting firm has no obligation to pay compensation if the claim is presented when more than three (3) years has lapsed since the end of the financial year during which the damage occurred in the delivery of the Service in question.

If the damage is incurred as additional tax and additional pension payment penalties due to an error by the

accounting firm, the time limit is six (6) years instead of the above-mentioned three (3) years.

### **Third party claims**

**27.** Should a third party present one of the parties with a claim for damages based on the Services or the assignment contract, the other party must be notified of this without delay. Should the accounting firm pay damages to a third party, the client shall indemnify the accounting firm for the loss the accounting firm has incurred so far as it is not resulting from the error or omission of the accounting firm in observing of the contract terms. The accounting firm's limitations of liability are also applicable to third party claims in the relationship between the accounting firm and the client.

### **Subcontractors and the personnel**

**28.** Unless otherwise agreed or prescribed by mandatory law, the parties may use subcontractors. The party is responsible for the work performed by its subcontractors like it is responsible for its own work. The client's obligations towards the accounting firm and the terms on the limitation of liability are in force also for the benefit of the subcontractors, personnel, shareholders and management of the accounting firm.

### **Liability insurance of the accounting firm**

**29.** The accounting firm keeps in force at its own expense proper liability insurance. Upon the occurrence of an event of damage the client shall for its part submit the insurance company with necessary reports and provide the insurance company with a possibility to assess the quantity and quality of the damage.

### **Force majeure; grounds for release**

**30.** If the fulfilment of either party's contractual obligations is prevented, impeded or delayed owing to a circumstance beyond the party's control, such as a strike, work boycott, lockout or other labour conflict, a fire or other accident or crisis situation, lightning damage or other act of nature, or due to a disturbance in the communications connections or electricity, the party concerned shall be released from the performance of its contractual obligations and from the sanctions as long as the circumstances require. Error or delay of the authorities or of a bank, a defect in equipment or software, the breaking off, interruption, or disturbance of data communications or links, and an action taken by a network operator shall be deemed grounds for release.

**31.** The other party shall immediately be notified of the force majeure and the ending of it.

### **Notifications**

**32.** Termination or early termination of the contract, as well as other remarks and notifications according to the contract must be made demonstrably. Unless otherwise agreed, the notifications are considered to have been made and come to the knowledge of the recipient as follows: (i) as soon as the notification has been delivered to the recipient personally; (ii) registered postal delivery to the address specified in the contract or to the address specified later in writing by the party, when seven (7) business days have passed since sending; or (iii) as soon as an email has been sent to the email address

specified in the contract or to the email address specified later in writing by the party.

### **Electronic communication**

**33.** The parties are each responsible for information security and antivirus and other protection software condition and updating. The parties know and accept that despite the above electronic communication may be disturbed. The parties may send each other emails and attachments files without encrypting them, unless otherwise agreed. The party is not responsible for the email or attachment file sent through the electronic communication system has been received unchanged or without delay.

### **Use of data systems used jointly for producing the Services**

**34.** The user rights in the application software used to produce the Services can be a) user rights provided by the client to the accounting firm to the client's own or acquired software or b) restricted remote access provided by the accounting firm to the client to software either licensed to or owned by the accounting firm. The terms of situation a) are described in section 34a. The terms of situation b) are described in section 34b.

**34a.** If the accounting firm produces part of or all agreed accounting, calculation, or other Services by using the software application acquired by the client for example via an information network, the following is applied to such use, unless otherwise agreed:

#### ***The user rights of the accounting firm***

The client grants or acquires at its expense free user rights to the accounting firm and its subcontractors to the software application it uses. The accounting firm shall comply with the client's and/or the third party's - such as the manufacturer of the software - instructions and terms of use and use its user rights only for the agreed purpose. The accounting firm is not allowed to transfer its user rights without the client's written consent.

The client shall provide the accounting firm with any necessary usernames. The accounting firm shall store the usernames it receives carefully, and the accounting firm shall make sure that only a user (or users) authorized by the accounting firm may use the usernames. The accounting firm shall use the appropriate virus protection, firewall and other necessary data security solutions.

#### ***Client's liability***

The software application can be found on the workstation or server designated by the client or its licensor. The client is responsible for the maintenance of the software and for making sure that the software application can be contacted through customary technical measures. The client is responsible for any costs related to the construction of the telecommunications connection and transfer of data, except for costs related to the accounting firm's own internet connection.

The client is responsible for its own use of the software and for the content, correctness and appropriateness of