

GENERAL TERMS AND CONDITIONS OF COACHLINK OY

1 APPLICATION

- 1.1 These general terms and conditions of CoachLink Oy (Business ID 3116337-1) (hereinafter also referred to as "**CoachLink**") (hereinafter also referred to as the "**Terms**") apply to the services (hereinafter also referred to as the "**Services**") provided by CoachLink to its customers (hereinafter also referred to as the "**Customer**"). In these Terms, CoachLink and the Customer are collectively referred to as the "**Parties**" and each individually as a "**Party**," depending on the context.
- 1.2 These Terms override any procurement or other terms that the Customer may use unless otherwise expressly agreed in writing in advance between CoachLink and the Customer.
- 1.3 In these Terms, the term "**Agreement**" shall mean these Terms and the related offer/confirmation letter concerning the Services provided by CoachLink to the Customer or a service or other similar agreement related to the Service concluded between CoachLink and the Customer, in which these Terms are attached as an annex or referred to.
- 1.4 In these Terms, the term "**Master Agreement**" shall mean the related offer/confirmation letter concerning the Services provided by CoachLink to the Customer or a service or other similar agreement related to the Service concluded between CoachLink and the Customer, in which these Terms are attached as an annex or referred to.
- 1.5 In case of any conflict between these Terms and the Master Agreement, the applicable offer/confirmation letter or service agreement shall prevail.
- 1.6 In these Terms, the term "**Services**" shall mean the services performed by CoachLink for the Customer as agreed in this Agreement, which are described in the Master Agreement along with delivery times, prices, and other terms.

2 VALIDITY OF AGREEMENT

- 2.1 This Agreement enters into force immediately when: CoachLink has provided the Customer with an offer that includes these Terms as an attachment or otherwise, or refers to these Terms, and the Customer has accepted the offer; CoachLink has provided the Customer with a confirmation letter based on an order placed by the Customer, which includes these Terms as an attachment or otherwise, or refers to these Terms; or the Parties have concluded a service or other similar agreement that includes these Terms as an attachment or otherwise, or refers to these Terms.
- 2.2 This Agreement remains in force until CoachLink has performed the Services agreed upon in this Agreement for the Customer and the Customer has paid for said Services. However, those provisions of this Agreement that are intended to remain in effect even after the termination of this Agreement shall continue to be in force in accordance with the respective provisions (such provisions include, but are not limited to, ownership and intellectual property rights, confidentiality obligations, liability limitations, reference rights, as well as applicable law and dispute resolution)

3 DELIVERY OF SERVICES

- 3.1 The Customer is obligated to provide CoachLink with sufficient and accurate information necessary for the performance of the Services and to update this information during the provision of the Services if there are any changes. The Customer is responsible for the accuracy and sufficiency of the provided information.
- 3.2 The Customer shall participate in the implementation of the Services as agreed in this Agreement or as otherwise requested by CoachLink. The Customer undertakes to respond promptly to CoachLink's requests to ensure the timely execution of the Services.
- 3.3 CoachLink shall be obligated to perform the Services diligently and professionally in accordance with this Agreement. CoachLink shall execute the Services using its own working methods and shall independently determine the appropriate and suitable working methods and resources for each situation.
- 3.4 CoachLink shall report on the progress of the Services to the Customer in accordance with this Agreement. Unless otherwise agreed in this Agreement, CoachLink shall report on the progress of the Services following its customary practice, typically on a monthly basis and in a final report. The Customer must submit any specific objections regarding the report provided by CoachLink within fourteen (14) days of its delivery; otherwise, the Customer forfeits the right to invoke any defects or deficiencies in the reported Services or any other potential non-compliance with this Agreement.

4 PRICES, FEES, AND PAYMENT TERMS

- 4.1 The Customer shall pay CoachLink the prices and fees for the Services in accordance with this Agreement. If no price or fee has been agreed upon for the Services or any specific Service in this Agreement, CoachLink shall charge the Customer according to the prices and fees applicable at the time of Service, as per CoachLink's at that time valid price list.
- 4.2 CoachLink shall be entitled to charge for external costs incurred in providing the Services, such as per diem allowances, travel expenses, accommodation costs, and similar expenses. Any other external costs chargeable to the Customer shall be agreed upon in this Agreement or separately between the Parties, including but not limited to the use of third-party service providers.
- 4.3 Unless otherwise agreed in this Agreement or stated by CoachLink, CoachLink generally invoices for the Services on a monthly basis in arrears.
- 4.4 Value-added Tax VAT) shall be added to the prices and fees in accordance with each time applicable Value Added Tax Act. The payment term is fourteen (14) days from the invoice date. Late payment interest shall be determined in accordance with each time applicable Interest Act.

5 RIGHTS TO THE RESULTS

- 5.1 Unless otherwise agreed in this Agreement, copyright and all other intellectual property rights, as well as ownership rights to materials, documents, and other results created as a result of the Services, including any modifications made to them, shall belong exclusively to CoachLink. CoachLink shall own all copyrights, intellectual property rights, and ownership rights to its working methods and other similar background materials.
- 5.2 Unless otherwise agreed in this Agreement, the Customer shall have the right to use the materials, documents, and other results produced as a result of the Services in its own operations. However, the Customer shall not have the right to sell or otherwise transfer documents or other results of the Services to third parties, except for the purpose stated herein. This Section shall not apply to CoachLink's working methods and other similar background materials.

6 PREMATURE TERMINATION OF THE AGREEMENT

- 6.1 The Customer shall have the right to terminate the provision of a Service under this Agreement at any time by providing written notice to CoachLink. If the Customer exercises this right, the Customer is nevertheless obligated to pay CoachLink for all Services completed before the termination of this Agreement,

including but not limited to Services that have not yet been delivered to the Customer. Additionally, the Customer is required to pay fifty (50) percent of the prices and fees for the Services that remain unperformed.

- 6.2 Each Party also shall have the right to terminate this Agreement if the other Party is materially breached this Agreement and has not remedied its conduct within fourteen (14) days after receiving written notice of the breach. Termination must be communicated in writing to the breaching Party. If a Party exercises this right, the Customer is still obligated to pay CoachLink for the Services completed before the termination of this Agreement, including but not limited to Services that have not yet been delivered to the Customer. However, a Party shall not have the right to terminate this Agreement under this Section if it has lost the right to make claims based on the breach in question.

7 LIMITATION OF LIABILITY

- 7.1 If the Services provided by CoachLink contain an error and/or deficiency that is contrary to this Agreement, CoachLink has the right to correct the error and/or deficiency by delivering a new Service in which the error and/or deficiency has been rectified. The Customer shall not be entitled to any other compensation and/or reimbursement for the error and/or deficiency.
- 7.2 In all possible situations, CoachLink's maximum liability shall not exceed thirty (30) percent of the VAT-exempt amounts actually paid to CoachLink for the non-compliant Services under this Agreement.
- 7.3 Neither Party shall be liable for any indirect and/or consequential damages
- 7.4 However, CoachLink shall not be liable for any claims made more than four (4) months after the Customer became or should have become aware of the facts underlying the claim, or after the Services underlying the claim can reasonably be considered completed, whichever occurs first.
- 7.5 The limitations of liability shall not apply in situations where the Party against whom compensation is claimed has breached this Agreement intentionally or through gross negligence.

8 CONFIDENTIALITY OBLIGATIONS

- 8.1 Neither Party may disclose to any third party any information regarding the other Party's business secrets and/or other materials, documents, and/or information marked or designated as confidential without the prior written consent of the other Party. For clarity, CoachLink's work methods and other operational principles related to its activities are considered confidential information under this Section.
- 8.2 The confidentiality obligation of the Parties shall remain in effect for a period of three (3) years after the actual completion of the Services under this Agreement unless a longer confidentiality period is required by applicable mandatory legislation, in which case the longer confidentiality period shall apply.
- 8.3 Notwithstanding the confidentiality provisions, CoachLink shall have the right to utilize the professional skills and experience it has acquired.

9 REFERENCE RIGHT

- 9.1 Unless otherwise agreed in this Agreement, CoachLink is entitled to publish information about its customer relationship under this Agreement in its marketing and/or sales materials and to use the Customer's name and logo in this context.

10 DATA PROTECTION

- 10.1 CoachLink shall process any personal data provided by the Customer or otherwise collected in accordance with data protection regulations for the purpose of providing the Services. The Customer shall have the right to request information on how their personal data is processed and to request the correction of any inaccurate data.
- 10.2 Insofar as CoachLink shall process the Customer's personal data, CoachLink acts as the data processor, and the Customer as the data controller. The Parties may agree separately on applicable matters related to the processing of personal data as necessary; however, in the event of any conflict between such terms and this Agreement, this Agreement shall prevail.

11 FORCE MAJEURE

- 11.1 Neither Party shall be liable for any delay or damage caused by an impediment beyond its control, which it could not reasonably have taken into account at the time of entering into the Agreement and whose consequences could not reasonably have been avoided or overcome. Unless proven otherwise, force majeure shall include, for example, war or rebellion, earthquake, flood, or other comparable natural disasters, interruptions in public transportation, public telecommunications, or public electricity supply, import or export bans, strikes, lockouts, boycotts, or other comparable labor disputes. A strike, lockout, boycott, or other comparable labor dispute shall be considered a force majeure event even when the Party itself is the target of or involved in such an action, unless proven otherwise.

12 SUBCONTRACTING

- 12.1 Each Party shall have the right to subcontract tasks related to this Agreement to a third party. However, the Party remains responsible for the actions of its subcontractor as if they were its own. The Party shall ensure that its subcontractor is bound by the confidentiality obligations set forth in this Agreement.

13 AMENDMENTS

- 13.1 Unless otherwise agreed in this Agreement, CoachLink has the right to make changes to these Terms. Each time applicable terms are available on our website at www.CoachLink.fi.
- 13.2 Changes made to these Terms shall apply to new agreements initiated by CoachLink after the amended Terms have been published on CoachLink's website.
- 13.3 Upon request, CoachLink will provide the latest PDF version of these Terms.

14 ASSIGNMENT

- 14.1 Neither Party shall have the right to assign this Agreement, in whole or in part, to a third party without the prior written consent of the other Party. However, CoachLink shall have the right to assign its receivables under this Agreement to a third party.

15 APPLICABLE LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement between CoachLink and the Customer, as well as these Terms, shall be governed by the laws of Finland, excluding its conflict of law rules and principles
- 15.2 Any disputes arising from this Agreement or these Terms that cannot be resolved through mutual negotiations shall be settled in the first instance by the District Court of Helsinki.

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