

## Terms and conditions of the Reliable Partner service

The Reliable Partner service is part of the Tilaajavastuu.fi service that is provided by Suomen Tilaajavastuu Oy (hereinafter “STV”). The Reliable Partner service is a risk management tool which a company can use for verification of its business partner’s compliance with the Finnish Act on Contractor’s Obligations and Liability when Work is Contracted Out (22.12.2006/1233, hereinafter “Contractor’s Liability Act”). In addition, the service provides relevant background information for companies and consumers supporting decision-making in their selection of contractors. Companies wishing to join the Reliable Partner service shall provide STV with a written power of attorney that authorises STV to receive information required by the Contractor’s Liability Act from its insurance companies, the tax authorities and other third parties, and to make such information available through the Reliable Partner service to the extent decided by STV at any time.

The following terms and conditions shall apply when a company subscribes to the Reliable Partner service by submitting an authorisation to STV. STV uses the authorisations to retrieve information from public authorities, insurance companies and private stakeholders on taxation, industrial accident insurance, liability insurance, pension fund contributions, occupational health services and bans on engaging in business to the extent required at any time by the Contractor’s Liability Act or the Reliable Partner service.

Publishing information concerning the Company in the Tilaajavastuu services requires that the Company has given STV an authorisation and has also paid the service fees charged in accordance with the valid pricelist by the due date. Public information concerning the Company, such as the information contained in the trade and YTJ registers, valid transport licences listed in the national transport licence system VALLU, and any bans on engaging in business activities imposed on the Company’s responsible persons are published as part of the contractor’s liability reports. A Company established abroad that sends employees to Finland must notify STV of details corresponding to the information required by the Contractor’s Liability Act in accordance with the legislation of its country of establishment or in an otherwise generally accepted manner. The Company and STV may also separately arrange for STV to obtain these details using an authorisation issued by the Company. It is the duty of the Company to notify STV of changes in Company information, such as any new invoicing address, change of pension insurer, industrial accident or liability insurer, or change in occupational health details.

By accepting these terms and conditions, the Company explicitly accepts that STV can make changes to the contents of the contractor's liability reports following the process described in this section. Furthermore, the Company explicitly accepts that, following such changes, the authorisation given by the Company to STV to receive data concerning the Company from third parties and to publish such data through the Reliable Partner service will be automatically updated to correspond to the requirements of the new information content and the valid terms and conditions, provided that STV has followed the process described in this section. If STV makes changes to the contents of the contractor's liability report, these terms and conditions, or the consent contained in the authorisation enclosed with the terms and conditions, STV will notify the contact person specified by the Company and will also publish the same information on the website of the service at [www.tilaajavastuu.fi](http://www.tilaajavastuu.fi) at least 30 days before such change takes effect. The contents of and grounds for the change must be specified in such a notification together with the changes to these terms and conditions and to the authorisation given by the Company to STV. Should the Company not accept the change, the Company has the right to terminate its Reliable Partner service subscription without a notice period by notifying STV of this in writing before the change takes effect. The Company has no right to continue the use of the Reliable Partner service if the Company does not accept the changed contractual terms and conditions and authorisation. By continuing to use the Reliable Partner service the Company accepts the changed terms and conditions and the changes in the authorisation given by the Company to STV.

Information will be made available through the Reliable Partner service within about two weeks of submitting the authorisation to STV, provided that the service fee has been paid by the due date. After that the contractor's liability report concerning the Company can be downloaded in the Reports service of the Tilaajavastuu services. Registered users of STV's services may access and download free of charge contractor's liability reports on all companies that have joined in the Reliable Partner service. STV may also publish information on the Company in other parts of Tilaajavastuu.fi services and in STV's other online services. In addition, STV may make Reliable Partner service's full contractor's liability reports, report extracts or interpretations available through selected third-party company information service providers and other online service providers located within the European Economic Area in a manner described in STV's privacy policy, as amended by STV from time to time.

The details held by the service shall be updated at intervals not exceeding two months.

STV shall invoice for the service fee every 12 months. STV shall be entitled to terminate the agreement with immediate effect if the Company fails to pay the annual service fee within two months of the due date. STV requires settlement of any outstanding payments from the Company before concluding any new agreement. STV shall be entitled to revise the service fees. STV shall announce price changes on the Tilaajavastuu.fi service website 30 days before these changes take effect.

STV shall only serve as a medium for exchanging company information, and shall accordingly not be liable for any faults or interruptions in Tilaajavastuu.fi services, errors or omissions in the information contained therein, or service downtime, or for any direct or consequential loss or damage so caused. The liability of STV shall be limited in all cases to the 12 months service fee paid by the Company. This limitation of liability shall not apply when the loss or damage was caused intentionally or by gross carelessness.

STV shall be entitled to assign the Tilaajavastuu.fi services and its associated liabilities, duties and agreements to a third party. STV shall be entitled to modify these terms and conditions by sending a notification of the amendment to the e-mail address provided by the Company no later than one (1) month before the amended terms and conditions take effect.

This agreement between the Company and STV concerning publication of information on the Company within the scope of the Reliable Partner service shall remain in force until further notice. The Company may terminate the service with immediate effect by notifying STV of the termination in writing. STV shall be entitled to terminate this agreement at 60 days' written notice. STV shall have no duty to refund any fees paid on termination of the agreement. For the sake of clarity it is stated that terminating this contract does not automatically cancel the consent given by the Company, and therefore the details of the Company will remain available in the paid-for service. The information shall remain in the service for six (6) years, during and after which anonymized data may be used for statistical analysis and service development in a manner that does not enable identification of any individual company.

STV may terminate the agreement with immediate effect, revoke Reliable Partner status and remove details of the Company from the service without prior notice under the following circumstances:

- STV is advised by a public authority, another client of STV or some other party that an individual subject to a ban on engaging in business is

involved in the operations of the Company in a manner giving cause to suspect that the said individual is effectively directing the operations or administering the Company.

- The Company, its registered responsible persons, or the individuals exercising a de facto controlling interest therein have acted in a manner demonstrating severe recklessness with respect to current legislation or good business practice in the industry, good customs, and the objectives of the Reliable Partner service, and based on the assessment by STV the company can therefore no longer be recommended as a reliable contractual partner.

Either party may rescind this agreement with immediate effect in cases of gross breach of contract.

STV and the Company shall endeavor in the first instance to negotiate a settlement of all disputes pertaining to these terms and conditions within one (1) month. If this procedure is unsuccessful, then the disputes shall be settled in the first instance at the District Court of Helsinki.

## Authorisation

I hereby authorise Suomen Tilaajavastuu Oy (hereafter STV) to request from the Finnish Tax Administration the following information concerning the Assignor: information contained in the certificate of payment of taxes or in the certificate of tax debts and related appendices. I authorise STV to record and publish this information and any interpretations and conclusions made based on this information by automatic data processing software in the Tilaajavastuu services.

Information will be published in the Tilaajavastuu services of any unstructured tax debts of over 500 euros but no more than 10,000 euros (of these, a mention will be included in the contractor's liability report, but they have no impact with regard to the Contractor's Liability Act) and of unstructured tax debts that exceed 10,000 euros. When the unstructured tax debt exceeds 10,000 euros, a "to be clarified" marking will be added on the contractor's liability report. If the Assignor has a verified payment plan with the Finnish Tax Administration concerning the tax debt, a mention of the existence of this payment plan can be included in the contractor's liability report.

I further authorise STV to request and receive from the insurance company used by the Assignor or from some other party the certificates or information contained therein that are required by the Contractor's Liability Act (and a corresponding regulation) on the acquisition and validity of an insurance policy referred to in the Employment Accidents Insurance Act (608/1948), and to record and publish this information in the Tilaaavastuu.fi services.

I further authorise STV to request and receive from the insurance company used by the Assignor or from some other party the certificates or information contained therein on the acquisition and validity of an insurance policy referred to in the Finnish Patient Injuries Act (Potilasvahinkolaki 585/1986), and to record and publish this information in the Tilaaavastuu.fi services.

I authorise STV to request and receive from the insurance company used by the Assignor or from some other party a certificate of the acquisition, coverage, and validity of a liability insurance, and to record and publish this information in the Tilaaavastuu.fi services.

I also authorise STV to request and receive details from the Finnish pension insurer used by the Assignor concerning whether the Assignor has a valid TyEL employment pension insurance, whether the Assignor has any paid or outstanding insurance premiums or an associated payment schedule, and details of termination of insurance, and to record and publish this information in the Tilaaavastuu.fi services.

I also authorise STV to request and receive from the provider of occupational health care services used by the Assignor or from some other party the certificates or information contained therein that are required by the Contractor's Liability Act (and a corresponding regulation) regarding the organisation of occupational health care referred to in the Occupational Health Care Act (1383/2001), including information on the validity of the occupational health care contract and existence of an occupational health care action plan, and to record and publish this information in the Tilaaavastuu services.

I also authorise STV to request and publish the information required by the Contractor's Liability Act (and a corresponding regulation) regarding any bans on engaging in business activities imposed on the responsible persons of the Company.

I further authorise STV to request and publish the details, register extracts and certificates that are required by the Contractor's Liability Act (and corresponding statutes) from public authorities and other parties in the country of establishment of a non-Finnish contractual party serving as Assignor. Examples of the said details include the A1 or E101 certificates indicating that employees assigned from a Member State of the European Union or the European Economic Area are covered by the social security system of the assigning state, and details or certificates of social security agreements (and any industrial accident insurance incorporated therein) concluded with Finland

concerning employees assigned from third countries. I authorise STV to record and publish this information in the Tilaajavastuu services.

In addition to the above authorisation, STV has the explicit acceptance and authorisation of the Assignor to request and publish in the Tilaajavastuu services information concerning the Assignor at any time to the extent, and with the content, specified in the valid terms and conditions of the Reliable Partner service and related authorisation appendix which have been published on STV's website at [www.tilaajavastuu.fi](http://www.tilaajavastuu.fi).

The current insurance companies used by the Assignor (pension, industrial accidents etc.) and other service providers that provide information are specified below. The Assignor agrees to notify STV of any changes in these details.

This authorisation will remain valid until further notice for as long as the Assignor's contract on the Reliable Partner service remains valid. The Assignor can cancel this authorisation at any time by submitting a written notification to STV. When this authorisation is cancelled, the contract on the Reliable Partner service will also end at the same time as the authorisation.

The party from which STV retrieves information concerning the Assignor has the right to verify from STV that the Assignor's contract on the Reliable Partner service is valid and that the Assignor has given STV the authorisation required by the terms and conditions of the contract to request and publish information concerning the Assignor in the Tilaajavastuu services.

The Assignor agrees to the terms and conditions of the Reliable Partner service.