

## GENERAL TERMS OF CONTRACT

### 1. APPLICATION OF GENERAL TERMS OF CONTRACT

By confirming an offer, cost estimate, project plan or commission agreement of BSG Marketing Ltd or its units acting under auxiliary company names, the company or other corporation buying the service (hereinafter referred to as the "Client") confirms having accepted these General Terms of Contract as part of the agreement between the parties..

### 2. BIRTH OF CONTRACT

A contract between BSG Marketing Ltd and the Client enters into force when the contracting parties agree on the realization of an event or project either in writing or orally. A contractual relation arises when the Client either in writing or orally confirms the offer, cost estimate, project plan or commission agreement presented to it. The purpose of a written confirmation is to operate as evidence to both parties for what has been agreed upon orally.

### 3. CONFIRMATION PAYMENT

The Client confirms the order by paying as confirmation payment 10 % of the price of the order or at least € 500,00 euro which will be reduced from the total price in accordance with the contract. The confirmation payment will not be returned even if the order was cancelled. In addition to the confirmation payment, the Client shall confirm the order in writing by returning a signed offer, cost estimate, project plan or commission agreement by fax to number +358 10 424 0688. If the Client does not deliver a confirmation by the time limit announced in the commission agreement, BSG Marketing Ltd is entitled to consider the contractual relation terminated and order cancelled.

### 4. STATUS OF BSG MARKETING LTD

BSG Marketing Ltd is responsible for the realization of the service in accordance with the plan and in compliance with good practice and legislation. BSG Marketing Ltd shall realize an event or project with the required professional skills and taking into account the targets set by the Client. BSG Marketing Ltd has an obligation to start the work related to an event or project only when the contract has entered into force. BSG Marketing Ltd has a right to use the people and subcontractors chosen by it in the realization of an event or project.

### 5. CLIENT'S STATUS

The Client is responsible for the schedules and obligations defined for the Client in the plan of an event or project. The Client is responsible for the correctness and legality of the information and material provided by the Client.

### 6. CHARGING POLICY

The fee is either fixed or time-based. The parties agree upon the fee or its determination.

BSG Marketing Ltd is entitled to additional compensation for overtime, extra and alteration work (= changes to a plan after the plan has been accepted), if it is caused by the Client's measures. The parties endeavour to agree upon possible additional costs in advance. If the parties do not agree upon additional costs in advance, but work causing additional costs is being performed either so that the Client is aware of it or so that the Client is not aware of it but the urgency or necessity of the work require it, the policy is to charge € 85,00 + VAT 22 % per hour. The charging policy for overtime, extra and alteration work performed in the night (9 p.m. – 6 a.m.) or on Sunday is € 140,00 + VAT 22 % per hour. Man hours will be invoiced as a whole in accordance with the realized and begun hours.

BSG Marketing Ltd is entitled to invoice for a handling and financing fee of 15 % (calculated from the price of every purchase, excluding VAT) in respect of such material and service purchases which the Client requests BSG Marketing Ltd to acquire and which have not been agreed on in the contract between the parties.

If the delivery of the order is prevented due to an intervention by the authorities resulting from the Client's actions or neglect, the Client is obliged to pay the costs in accordance with the contract. Such matters include e.g. disturbances, non-compliance with the permit conditions as well as neglect of the fees of the authorities or copyright / related rights.

### 7. AMENDMENTS TO THE ORDER

If the Client presents amendments to the order after the contract has entered into force, the parties agree separately upon the amendments and the cost effects caused by them. In the confirmation of the order the Client confirms a minimum number of people on the basis of which the Client is invoiced for matters based on the number of people (e.g. food), even if the number was eventually smaller than that.

If the Client wants to increase the number of people in an event or make some other amendments increasing the amount of work or costs, the Client shall inform BSG Marketing Ltd about such wishes in good time and no later than 14 days before the realization date of an event. BSG Marketing Ltd clarifies and confirms to the Client as soon as possible whether the amendment is possible or not and how it will affect the costs.

### 8. TERMS OF PAYMENT

Immediately after the contract has become valid or no later than 60 days before the work related to an event or project begins, BSG Marketing Ltd has a right to invoice the Client for preparation costs agreed upon in advance between the parties.

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If the parties have not agreed upon any sum, the policy is to charge 50 % of the total price in accordance with the contract. Invoicing and handling costs are € 12,00 / invoice. Term of payment is 7 days net from the date of the invoice, unless otherwise agreed with the Client. Penalty interest is 11 %.

### 9. TERMS OF CANCELLATION

Case-specific cancellation terms are confirmed in the commission agreement. If not otherwise agreed between the parties, the following general cancellation terms are applied.

If the Client cancels its order concerning an event or project earlier than 60 days before the event or project or commencement of work related thereto, no other costs are caused to the Client due to the cancellation than the confirmation payment that has already been paid and the charges for the project management and planning work that has already been performed and that the Client is liable for.

If the Client cancels its order concerning an event or project less than 60 days before the event or project or commencement of work related thereto, the Client is obliged to pay as preparation costs 50 % of the agreed total price. The Client shall additionally pay for such possible costs caused by subcontracting that together with the preparation costs exceed 50 % of the total price.

If the Client cancels its order concerning an event or project less than 30 days before the event or project or commencement of work related thereto, the Client is obliged to pay 100 % of the agreed total price.

Cancellation shall always be made in writing either by mail, fax or e-mail. The Client shall make sure that its cancellation notice has been received.

### 10. TERMINATION OF THE CONTRACT

**The Client has the right to terminate the contract with immediate effect, if**

- a) an event or project is cancelled due to force majeure; or
- b) the Client closes down; or
- c) the Client is declared bankrupt or placed in liquidation; or
- d) BSG Marketing Ltd is declared bankrupt or applied for bankruptcy or placed in or applied for liquidation; or
- e) BSG Marketing Ltd has a public payment default or unpaid debts in execution.

**BSG Marketing Ltd has the right to terminate the contract with immediate effect, if**

- a) the Client does not fulfil the payment obligation in accordance with the contract; or
- b) the Client demands the performing of an assignment deviating from good professional or technical practice; or
- c) the Client is declared bankrupt or placed in liquidation.

In a termination situation the parties are entitled to keep the performance received by them to the extent that the performance corresponds to the work that has already been performed or costs that have been caused.

### 11. ANTICIPATED BREACH OF CONTRACT

If the Client's financial situation, e.g. on the basis of delayed payments, proves to be such after the conclusion of the contract that BSG Marketing Ltd has a reason to assume that the agreed payments will be endangered or will not be fulfilled, BSG Marketing Ltd is entitled to change the terms of payment unilaterally or to require a guarantee before continuing the agreed assignments. If the Client does not on the following working day from the receiving of the notice of a change or guarantee refuse in writing or by fax to follow the mentioned procedure, the Client is considered to have accepted to follow the procedure. A notice is considered received on the following working day from the date of the notice.

If the Client refuses to follow the new terms of payment or to deposit a guarantee, BSG Marketing Ltd has a right to refrain from delivering the order. Then BSG Marketing Ltd is also entitled to compensation for damages in accordance with section 13 of the General Terms of Contract.

If the financial situation of BSG Marketing Ltd proves to be such after the conclusion of the contract that the Client has a reason to assume that measures in accordance with the contract will be endangered or will not be fulfilled, the Client has a right to require a guarantee for the realization of the delivery. If BSG Marketing Ltd does not deposit a guarantee within a reasonable time from the Client's request, the Client has a right to rescind the contract and to receive compensation for damage in accordance with section 13 of the General Terms of Contract.

### 12. CONSEQUENCE OF NEGLECT OF TERMS OF PAYMENT

If the Client neglects the payment obligation defined for it, BSG Marketing Ltd has a right to refrain from delivering the order and to receive compensation for damages. Furthermore, BSG Marketing Ltd is entitled to terminate with immediate effect all valid delivery agreements with the Client concerning upcoming events and projects without any compensation liability towards the Client. Then the Client is obliged to compensate BSG Marketing Ltd for costs caused by the termination of the agreements.

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### 11. COMPENSATION FOR DAMAGES

A party has a right to receive compensation for direct costs and damages caused by a contractual breach of the other party. However, the liability of BSG Marketing Ltd is in all circumstances limited to the total price agreed upon in the contract.

A party shall not be liable for any consequential or indirect damage. The limitations to the liability for damages do not concern a case where the question is about damage caused by the other party wilfully or through gross negligence.

The parties shall not be liable for any damage or delays that are caused by (when assessed objectively) a matter or circumstance which is independent of a party and which the party could not reasonably have affected and which could not have been foreseen when signing the contract (force majeure).

### 14. INSURANCES

BSG Marketing Ltd has a valid liability insurance. If the Client requires a separate case-specific insurance, insurance for the target group of an event or project (people) or another kind of insurance, which is not covered by the Client's insurances or the liability insurance of BSG Marketing Ltd, the Client is responsible for the acquisition of the insurance and for the related costs.

### 15. FORCE MAJEURE

The following circumstances can be considered as force majeure impediments for the performing of the delivery:

- A. General force majeure cases, such as war, strikes, natural catastrophes, unforeseeable traffic interruptions and authority regulations independent of the parties, etc.
- B. Sickness of a member in the group responsible for realizing an event or project. BSG Marketing Ltd shall deliver as proof for such sickness a medical certificate with mentions of the period of disability.
- C. Accidents and breakdowns of transportation equipment in cases where the acquisition of replacing transportation equipment proves to be impossible and/or the equipment needed for the realization of a performance is damaged and cannot be reasonably repaired or replaced before the performance.

For the sake of clarity it is stated that BSG Marketing Ltd endeavours in all situations to arrange an event or project with the help of replacing personnel or equipment.

Force majeure and its estimated duration shall be immediately reported to the other party. At the same time it shall be endeavoured to avoid the effect of the force majeure with all reasonable means.

### 16. COMPLAINTS

A party shall file a possible complaint immediately after detecting an error or delay. The complaint has to be filed no later than within seven (7) days after the termination of the commission in accordance with the contract.

If the error or delay in respect of which the complaint has been filed is in such part of an event or project that is performed by a third party, BSG Marketing Ltd is not responsible for the error or delay even if it has taken place under the supervision of BSG Marketing Ltd. BSG Marketing Ltd is responsible for the errors and delays of its own subcontractors.

### 17. SAFETY AND LIABILITY FOR DAMAGE

The Client is responsible for the safety of an event or project as well as for damage caused to the public or their property at the venue or during transportation, unless otherwise agreed.

### 18. INTELLECTUAL PROPERTY RIGHTS

All documents produced for an event/project/work are the property of BSG Marketing Ltd. Their copying, distribution and use for other purposes than for the service provided by BSG Marketing Ltd is strictly forbidden.

BSG Marketing Ltd creates to its Clients versatile ideas for events and projects. The parties agree upon that the Client does not have a right to exploit independently or with a third party the ideas for an event or project presented by BSG Marketing Ltd to the Client.

The parties do not assign each other any copyrights, trademark rights, patent rights or other intellectual property rights to the work or material related to an event or project.

BSG Marketing Ltd acquires the approvals that are needed in an event or project and that are related to intellectual property rights belonging to third parties. BSG Marketing Ltd confirms the result of the approval negotiations to the Client.

The Client is responsible for that the Client has the necessary rights to exploit in an event or project such material protected by intellectual property rights that the Client acquires or provides to be used in an event or project. The Client is responsible for that the material acquired and provided by the Client is legal and in accordance with good practice.

BSG Marketing Ltd has a right to mention the Client in public as its reference for purposes of marketing, PR and communication in accordance with good practice, unless the Client expressly forbids it in writing.

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### 19. SERVICE PROVIDER'S VISIBILITY

BSG Marketing Ltd may sign the material commissioned by the Client only with the Client's consent. BSG Marketing Ltd may sign the material produced by BSG Marketing Ltd, unless the Client expressly forbids it in writing.

### 20. SIGNATURE AUTHORITIES

If requested, the Client shall provide to BSG Marketing Ltd an extract from the Register of Companies or from the Register of Associations in which the signatory rights become clear. If necessary, the Client shall also provide a further clarification of the signatory right. If documents have been signed by someone who does not have the appropriate authority, BSG Marketing Ltd may require that the undersigned person shall personally be responsible for the contractual obligations. Alternatively, BSG Marketing Ltd has a right to terminate the contract with immediate effect and to demand compensation for damages in accordance with the General Terms of Contract.

### 21. LIAISONS

The parties appoint liaisons who are authorized to give each other e.g. instructions related to practicalities of an event or project. The parties inform each other in writing about the changes in the liaisons and their contact information. The information shall be given without unreasonable delay. Furthermore, the parties appoint substitutes for the liaisons in case the liaisons are not available.

### 22. MAINTENANCE OF CONFIDENTIALITY

The parties undertake to keep secret and not to use for other purposes than for purposes in accordance with the contract between the parties any confidential information, such as terms of the contract, business secrets and all such other information that can reasonably be considered confidential and that a party has obtained on the basis of the contract between the parties or the related actions. The obligation to maintain secrecy is valid for as long as the confidential information has commercial significance to the party in question.

### 23. TRANSFER OF CONTRACT

A party is not entitled to transfer the contract to a third party, not even partly, without the written consent of the other party.

### 24. AMENDMENTS TO CONTRACT

The parties may deviate from these General Terms of Contract or otherwise amend the contents of the contract between the parties by agreeing upon it expressly and in writing.

### 25. GOVERNING LAW AND RESOLVING OF DISPUTES

The contract between the parties shall be governed by and construed in accordance with the laws of Finland, except for the choice of law provisions. Any disputes arising out of the contract that cannot be resolved by negotiations between the parties will be settled at the District Court of Helsinki.

### 26. VALIDITY OF CONTRACT

The contract between BSG Marketing Ltd and the Client is valid for the time being until an event/project has been organized or work has been performed and all actions in accordance with the contract have been performed. Such terms that are meant to survive even after the termination of the contract, e.g. secrecy terms, will however remain in force.