

General Terms & Conditions

for Services by the Rud Pedersen Group

These general terms and conditions ("**Terms & Conditions**") shall apply to the supply of services and/or products ("**Services**") by the Rud Pedersen Group entity ("**Consultant**") that has entered into the applicable Agreement with the client entity ("**Client**").

In the following, Client and Consultant may be referred to as "Party" or "Parties".

1. The Agreement

1.1. The Agreement shall comprise one or several of the below parts:

- a) Specification of the Parties, Services, price and payment terms, and any other special terms applicable, signed by the Parties (may be in the form of an accepted offer);
- b) the Terms & Conditions;
- c) any agreed further specification or documentation relevant for Services; and
- d) any later amendment agreed in writing between the Parties, as applicable.

1.2. In the event of discrepancy between the specification in a) above and the Terms & Conditions, the specification shall take precedence.

1.3. Any general terms and conditions of Client shall apply only if incorporated in the Agreement signed by the Parties.

1.4. By accepting the Agreement and/or Services delivered by Consultant in full or in part, Client shall be deemed to have accepted the Terms & Conditions.

1.5. Either Party shall without delay notify the other Party in writing of any changes to

the Party's name, registered office address, representative(s) or legal status.

2. Term and Termination

2.1. Where the duration of the Agreement has not been specified, the Agreement shall commence on the date of Consultant's receipt of Client's acceptance of an offer.

2.2. Individual projects agreed within the framework of a master service agreement between the Parties shall commence on the day specified in the project agreement appended.

2.3. Where no end of the Agreement term is specified, the Agreement will terminate when Services have been completed.

2.4. Where the Agreement regards an ongoing service paid with a monthly retainer, the Agreement may be terminated by either Party with three (3) months' written notice to a month-end.

2.5. Either Party may suspend the performance of its obligations if the other Party fails to comply with its contractual obligations and this situation is not rectified within ten (10) working days of notice delivered to the defaulting Party.

2.6. Either Party may terminate the Agreement by written notice if the other Party materially breaches any of its obligations under the Agreement or (insofar as remedy is possible) fails to rectify this without undue delay and in any event not later than 30 (thirty) days after notice of default has been received.

2.7. The Agreement shall automatically terminate if either Party (a) ceases its operations, (b) becomes insolvent, bankrupt, or subject to liquidation, or (c)

undergoes any similar insolvency or dissolution procedure.

- 2.8. Where Client terminates the Agreement prior to the full delivery of all ordered services and products, Client shall be liable for, and promptly pay, the full amount for all such services and products that have been ordered.
- 2.9. Service offers by Consultant shall have a validity period of 30 (thirty) calendar days from the date of issue upon which it will expire without further notice.
- 2.10. Either party may terminate the Agreement with immediate effect by written notice if the other party acts in an ethically unsustainable manner that causes the conditions for continuing the client relationship to no longer exist.

3. Amendment of Terms & Conditions

- 3.1. Consultant reserves the right to amend the Terms & Conditions applied to the Agreement from time to time. If amendments are material, the amended Terms & Conditions shall take effect when accepted by Client, or 30 (thirty) days after Consultant's notification if Client has not objected, or when Client accepts and/or uses Services delivered with reference to the amended Terms & Conditions.
- 3.2. In the event that any authority, government order, ruling, act of God, new regulation and legislation or similar event require Consultant to amend the Agreement, and/or refrain from providing Services or any part thereof, Consultant shall have the right to make such amendments or refrain from providing such Services without following the procedure in Section 3.1 above and without liability to Client for such amendment. If circumstances beyond the Parties' control occur, after entering the Agreement, which results in a material imbalance in their respective obligations, either Party may request a renegotiation of the Agreement to restore the initial balance, and both Parties shall seek a timely and amicable resolution.

4. Client's rights and obligations

- 4.1. Client shall appoint one or more representative(s) to advise and liaise with Consultant. Client's representative(s) shall cooperate with Consultant as required to facilitate the timely and correct performance of Services.
- 4.2. Client shall provide all information within its possession necessary for Consultant's performance of Services. Client shall ensure that any information provided to Consultant, is timely, true, accurate and complete, and that Client is entitled to share the information. Client must also ensure that Consultant is entitled to use the information in its performance of Services. If Client becomes aware of any issues that may involve a conflict of interest or other problems affecting Consultant, Client shall inform Consultant without undue delay.
- 4.3. During the term of the Agreement and for a period of 12 (twelve) months following its termination or expiration, Client agrees not to, directly or indirectly, solicit, hire, or engage, or attempt to solicit, hire, or engage, any employee, contractor, or agent of Consultant or the Rud Pedersen Group who has been involved in the provision of Services under this Agreement, without the prior written consent of Consultant. Client further agrees not to encourage or induce any such individual to terminate their relationship with Consultant or the Rud Pedersen Group.
- 4.4. In the event of a breach of clause 4.3, Client shall be liable for any damages resulting from Consultant's loss of such employee, contractor, or agent, including but not limited to, any recruitment costs, training expenses, and any other consequential losses. Consultant may claim a maximum of 12 (twelve) times the gross monthly salary that such person(s) has earned during the latest full month of employment in damages. Consultant reserves its right to claim further damages on behalf of the Rud Pedersen Group.

5. Consultant's rights and obligations

- 5.1. Consultant is responsible for delivery of Services with skill and care in accordance with generally accepted industry standards. Consultant will make reasonable commercial effort to perform Services in time as agreed.
- 5.2. Consultant shall ensure that Services are performed in accordance with applicable legal and regulatory requirements as well as with in a transparent and ethical manner.
- 5.3. Consultant will provide qualified personnel to perform Services during the term of the Agreement. Client will be notified of any team member replacements, and Consultant will ensure that the service continuity will be maintained. Any additional time or resources required to onboard new team members or ensure continuity will not incur additional fees beyond those agreed in the Agreement, except that when team changes are requested by the Client, additional onboarding costs may be charged. Consultant represents, warrants and undertakes that it shall not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any monies or other things of any material value to:
 - a) any government official or officer or employee of government or any department, agency or arm of government;
 - b) any officer or employee of a public international organisation;
 - c) any political party or official thereof, or any candidate for political office;
 - d) any other person, individual or entity at the suggestion, request or direction of, or for the benefit of, any of the above-described persons and entities.
- 5.4. Where the Services fall within the scope of any applicable transparency, lobbying or public register (including, where applicable, the EU Transparency

Register), the Client undertakes to be duly registered in such register(s) and to maintain accurate and up-to-date information in accordance with the applicable rules and codes of conduct.

The Client shall ensure compliance with all applicable obligations relating to such register(s), including disclosure of relevant information concerning its relationship with Consultant where required. Consultant reserves the right to suspend or terminate the provision of Services, without liability, if the Client fails to comply with such obligations. Consultant shall not be held liable for any failure by the Client to fulfil its obligations under any such transparency or registration requirements.

- 5.5. Consultancy shall perform the services using its own working methods. Consultancy shall be responsible for reporting and documentation relating to the services to the extent agreed in the Agreement.

6. Pricing, payment, and invoicing

- 6.1. In return for Services, Client shall pay Consultant the fees set out in the Agreement.
- 6.2. Where Services are paid for on basis of hourly rates, Consultant shall without undue delay inform of the applicable rate(s) at the request of Client. The minimum time unit registered and invoiced by Consultant is 1 (one) hour.
- 6.3. Unless otherwise agreed, the prices of Services shall be stated in Euro exclusive of VAT and any other taxes.
- 6.4. Third-party costs shall be charged by Consultant separately. Consultant shall be entitled to add an administration fee of 10% (ten percent) to such third-party costs. For the avoidance of doubt, third-party costs include, but are not limited to, organising of events, materials preparation and printing, travel, accommodation and meals, and location hire.

- 6.5. Consultant may charge an administration and operations fee (the “**AOF**”) calculated as a percentage of the agreed consultancy fees and, where applicable, third-party pass-through costs, as set out in the Agreement or applicable statement of work, and in any event not less than ten percent (10%) unless otherwise expressly agreed in writing. The AOF covers general, non-project-specific costs related to the delivery of the Services. External costs and client-specific out-of-pocket expenses shall be invoiced separately in accordance with Section 6.4 and shall not be covered by the AOF unless expressly agreed otherwise. The applicable AOF rate shall be invoiced as a separate line item.
- 6.6. Consultant may increase the fees annually by a minimum of three per cent (3%), or by a percentage rate equivalent to the official Consumer Price Index for inflation in the country where Services are provided, with prior notification on 1 January.
- 6.7. The amounts due under the Agreement will be invoiced in accordance with the Terms & Conditions. Consultant is entitled to issue invoices at the beginning of the month prior to the commencement of Services. The payment due date is 14 (fourteen) days as from the invoice date.
- 6.8. If the client has neglected its payment obligation, Consultancy may, by written notice to the client, suspend or refuse to perform its obligations, change the applicable payment terms, or both. If the client has not fulfilled its payment obligation within thirty (30) days of Consultancy's written notice, Consultancy shall have the right to terminate the Agreement.
- 6.9. Where agreed in the Agreement or applicable statement of work, the total fee may be divided into instalments linked to project milestones, progress stages, or specific deliverables. Consultant shall be entitled to invoice such instalments in accordance with the agreed schedule, including advance payments upon signing. Unless otherwise agreed in writing, instalments invoiced in accordance with the agreed schedule are non-refundable once the relevant milestone has been reached or the corresponding work has commenced.
- 6.10. Where the invoice is not paid by the due date, Client shall be liable for default interest as per applicable local interest legislation, accruing from the due date until payment is made.
- 6.11. Notification of a disputed invoice must be received by Consultant within 15 (fifteen) days of the invoice date; after this period, the invoice is deemed accepted by Client. Any undisputed portion of a disputed invoice must be settled by the due date. If Client's dispute proves to be unjustified, the disputed amount will become immediately payable.
- 6.12. Where Consultant has incurred costs for third-party services agreed with Client, the costs shall be invoiced to Client without delay upon Consultant's payment to third party. Such third-party or external costs may include, without limitation, travel, subcontracting, media monitoring services, rental fees for premises, catering, translation work, printing costs, event-related costs, materials preparation and other comparable costs agreed with the client in advance.
- 6.13. The client shall provide Consultancy, free of charge, with all information and materials that Consultancy may reasonably need in order to provide the agreed services. The client is responsible for the accuracy, completeness and lawfulness of the information and materials it provides. The client is also responsible for ensuring that the services ordered correspond to the needs of the client's activities and organisation.
- 6.14. Unless otherwise agreed in the Agreement, where a fixed project fee has been agreed, Consultancy may invoice one half of the project fee once the offer has been accepted and the remaining half once the agreed project has been

completed. Services charged on an hourly basis may be invoiced monthly in arrears.

- 6.15. If a separate project price has not been agreed for an assignment, the assignment shall be charged using an hourly rate in accordance with the following criteria for charge:

- Assistive consultation: 150 euros per hour + VAT
- Operative consultation: 250 euros per hour + VAT
- Strategic consultation: 370 euros per hour + VAT
- Strategic consultation by Saukkomaa: 700 euros per hour + VAT

7. Data Protection

- 7.1. Consultant and Client represent and warrant compliance with the relevant data protection legislation when processing information relating to an identified or identifiable natural person in its performance of the Agreement, including but not limited to:

- a) EU General Data Protection Regulation 2016/679; and
- b) Other applicable national laws and data protection legislation.

- 7.2. The roles, rights and obligations of the Parties as data controller and data processor with regard to personal data being processed in the context of the performance of the Agreement shall be described in the Agreement or in a separate data processing agreement signed by the Parties.

8. Confidentiality

- 8.1. Subject to legal limitations, all business and/or personal data and information exchanged between the Parties in relation to the Agreement and Services must be kept confidential by the receiving Party. The obligations of confidentiality set out in this Section 8 shall survive the termination or expiration of the Agreement and shall continue in full force and effect for a period of three (3) years

from the date of such termination or expiration, or for such longer period as may be required to protect trade secrets or other information that remains confidential under applicable law. This Section 8 shall also apply to the contents of the Agreement.

- 8.2. Information shall not be deemed confidential if the receiving Party can demonstrate that it: (a) is already in the public domain, through no act or failure to act by the receiving Party; (b) is known by the receiving Party at the time of receiving such information (c) is independently developed by the receiving Party; or (d) is hereafter furnished to the receiving Party by a third party without restriction on disclosure.
- 8.3. Either Party may share confidential information with relevant subcontractors as to the extent they are bound by confidentiality obligations as stringent as those of these Terms & Conditions.
- 8.4. If Consultant is required by law, court order or a public authority to disclose any confidential information received from Client, Consultant will, to the extent legally permissible and reasonably practicable, notify Client and give Client the opportunity to seek any legal remedies to maintain the confidentiality of the said information. Consultant shall take all reasonable measures to limit disclosure of confidential information to the minimum legally required.
- 8.5. Confidential information will remain the property of the disclosing Party. Disclosure of confidential information does not imply the transfer or granting of any intellectual property or industrial right.
- 8.6. The Parties may enter into a separate non-disclosure agreement binding one or both of the Parties. If a separate non-disclosure agreement is in effect between the Parties, such non-disclosure agreement shall supersede the Terms & Conditions in the case of a conflict between the provisions of the two.

8.7. Notwithstanding the confidentiality obligations set out above, Consultancy shall have the right to disclose the identity of the client where an assignment requires interaction with a political decision-maker, public official, civil servant, public authority or other comparable institutional stakeholder, provided that such disclosure is necessary or appropriate in light of applicable law, transparency requirements, professional standards or the nature of the assignment.

9. Intellectual Property

- 9.1. All intellectual property rights pertaining to delivery of Services shall be and remain the exclusive property of Consultant. This shall include, but is not limited to, rights to materials, skills, know-how, processes, concepts, methodologies and other professional features discovered or developed by Consultant prior to or as a result of Services.
- 9.2. Upon delivery and payment in full for Services, Client will obtain a non-exclusive, non-transferable license to use for its own purposes intellectual property contained in Services. Client shall not reproduce or in any other way use for its business purposes the intellectual property of Consultant without its prior written permission.
- 9.3. Any intellectual property rights pertaining to Client's data and information shall remain the property of Client.

10. Liability

- 10.1. Consultant shall only be held liable in the event of fraud or gross negligence on its part, and Consultant's liability in such case shall be limited to compensating Client for any direct damage suffered by Client, excluding any indirect or intangible damage such as additional expenses, loss of income, loss of profits, loss of customers, loss of or damage to data, loss of agreements and/or damage to third parties.

10.2. Consultant's liability under the Agreement shall be capped at maximum the agreed price for Services. If the Agreement regards an ongoing service paid with a monthly retainer or is made for auto renewal, Consultant's liability shall be capped at an amount equal to three (3) months fee.

10.3. Client loses its right to claim damages if a claim is not made within three (3) months after Client became aware, or reasonably should have become aware, of the event giving rise to the claim and, in any event, no later than six (6) months after the expiration of the Agreement.

10.4. Client shall indemnify and hold Consultant harmless for any and all third-party claims against Consultant as a consequence of Services.

10.5. Neither Party shall be liable to the other Party for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by circumstances beyond the reasonable control of the affected Party, which could not reasonably have been foreseen at the time of entering into the Agreement and could not reasonably have been avoided or overcome (a "Force Majeure Event").

10.6. Force Majeure Events may include, inter alia, war or a state of affairs similar to war, mobilisation or military conscription of a corresponding extent, revolt or rebellion, terrorism, sabotage, fire, flood, natural catastrophe, epidemic or pandemic, acts of government or public authority, disruptions to public communications or public power networks, and strikes, lockouts or other general or local labour market conflicts.

10.7. A force majeure event affecting a subcontractor of a party shall also be considered a force majeure event for that party if the performance forming

the subject matter of the subcontract cannot be performed by, or obtained from, another party without disproportionate cost or significant delay.

11. Miscellaneous

- 11.1. Should one or more of the provisions of the Agreement be found to be invalid, unlawful or unenforceable, such provisions shall be construed in a manner consistent with applicable law to reflect as nearly as possible the original intentions of the Parties, and the remaining portion of such provisions shall remain in effect.
- 11.2. The Parties agree that any communications sent and received by e-mail shall have the same legal effect as written or signed correspondence.
- 11.3. Client acknowledges that Consultant provides public affairs and advisory services to multiple clients and may from time to time provide services to clients whose interests may be similar to or compete with those of the Client. Consultant undertakes to maintain appropriate measures to safeguard confidential information and to avoid conflicts of interest, including internal information barriers where appropriate. Unless expressly agreed in writing, the Agreement does not grant Client any form of exclusivity.
- 11.4. Unless Client explicitly has requested otherwise, Consultant shall be entitled to use the Agreement as a reference for its commercial activities.
- 11.5. The Agreement shall constitute the entire agreement between the Parties regarding Services, to the exclusion of any prior communications, proposals and agreements. Neither Party may assign, transfer or delegate their rights or obligations under the Agreement without the prior written consent of the other Party.
- 11.6. Failure by either Party to exercise any of its rights shall under no

circumstances be construed as a waiver of these rights.

- 11.7. The Agreement shall be governed by the law of Finland = In the event of a dispute that cannot be settled amicably, the ordinary courts of the country in which Consultant is registered shall have sole jurisdiction.