

# HELEN SERVICES

2024



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## HELEN SERVICES

### 1. Definitions

#### 1.1 Subcontractor

A third party contributing to the provision of the services referred to in the procurement contract.

#### 1.2 Procurement contract

A contract between Helen and the Service Provider for the provision of services in accordance with the terms of contract. Procurement contract means the documents referred to in Chapter 25.

#### 1.3 Helen

Helen Ltd or a subsidiary belonging to a group alone or in combination with Helen Ltd.

#### 1.4 Affiliated Person

Any company belonging to the group of companies of the Service Provider, subcontractor(s) of the Service Provider, any direct or indirect shareholders or other owners of the Service Provider or other beneficial owner(s) of the Service Provider or any member of the government, corporate or supervisory body or other duly authorized representative of any of the foregoing entities, or any company or person participating in providing the supplies or other delivery set out under this contract.

#### 1.5 Change

A change to or additional work agreed with regard to the original scope or content of the service.

#### 1.6 Sanction

Any trade sanctions (including but not limited to export control, export restrictions, embargoes and economic sanctions asset blocking/freezing, trade embargoes or other similar financial restrictions) imposed on entities, private persons, or countries under any law, regulation, decree, directive ordinance or legally binding order, rule or requirement of the European Union, any EU Member State, Switzerland, United Kingdom, other European country or by the Office of Foreign Assets Control of the U.S Treasury Department or by the U.S Department of State of the United States of America or United Nations or by public authorities in Finland.

#### 1.7 Service

The service that is the subject of the procurement contract and the related goods, documents and service documentation and intellectual property rights, if any, to the agreed extent.

#### 1.8 Service documentation

The service documentation shall include, for example, service process descriptions, manuals and instructions as well as material within the Service Provider's maintenance responsibility required for providing and developing the service.

#### 1.9 Service user

The service user refers to third parties who have the right to benefit from or use the services referred to in the procurement contract.

#### 1.10 End result of the service

The report, plan, research results or other performance arising as the end result of service provision.

#### 1.11 Service Provider

Company or other operator which has undertaken to provide a service for the customer.

#### 1.12 Contractual penalty

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A penalty separately agreed by the contracting parties which the Service Provider is obliged to pay to the customer in cases of breach of contract separately specified by the contracting parties. The customer shall have the right to the contractual penalty without having to demonstrate the losses to the customer that would have arisen from the Service Provider's breach of contract.

#### 1.13 Ukraine-regulation

Council regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, any regulations amending it and/or any other similar regulation issued by the European Union concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine.

#### 1.14 Delay penalty

A penalty that the Service Provider is obliged to pay to the customer in the event of delay caused by the Service Provider.

#### 1.15 Defect

If the service does not meet the requirements set in chapter 4, it is defective.

## 2. Contact persons

2.1 Both contracting parties shall nominate a contact person whose task it is to supervise and monitor the implementation of the procurement contract and to communicate on issues relating to its implementation. Unless otherwise agreed, the contact person has no right to change the procurement contract. A contracting party must inform the contact person of the other contracting party without delay and in writing if a contact person changes.

## 3. Subcontracting

3.1 The Service Provider bears overall responsibility for meeting the obligations under the procurement contract, regardless of whether the Service Provider is using subcontractors.

3.2 The Service Provider has the right to use subcontractors in providing the service. The Service Provider shall be responsible for the work of the subcontractor as if it were its own and for ensuring the subcontractor's compliance with obligations under the procurement contract.

3.3 If the provision of the service takes place in a facility under Helen's direct supervision and the Service Provider uses subcontractors for it, the Service Provider must notify Helen of the names, contact details and legal representatives of these subcontractors before starting the service provision if this information is not stated in the procurement contract. In addition, the Service Provider must notify Helen of all changes and additions to the subcontractors referred to in this section.

3.4 The Service Provider has no right to change a subcontractor named in the procurement contract or a subcontractor contributing to the fulfilment of fundamental contractual obligations without Helen's consent.

3.5 If, however, a subcontractor named in the procurement contract or a subcontractor contributing to the fulfilment of fundamental contractual obligations is unable to contribute to the provision of services under the procurement contract for reasons independent of the Service Provider or through force majeure, the Service Provider has the right to replace the original subcontractor with another subcontractor able to offer corresponding resources and quality that meets with Helen's approval. Helen may only refuse to accept a replacement subcontractor proposed by the Service Provider for a justified reason. If the Service Provider is unable, within a reasonable period of time, to propose a replacement subcontractor that Helen can approve, Helen shall have the right to terminate the procurement contract with six (6) months' notice.

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3.6 Upon request of Helen, the Service Provider shall provide an account of the subcontractors it uses for the provision of the service.

3.7 Should the customer so require, the Service Provider is obliged to replace a subcontractor who is subject to the mandatory criteria for exclusion referred to in section 84 of the Act on Public Contracts by contracting authorities in the water, energy, transport and postal services sectors (1398/2016) or a Sanction, even if the criteria or the Sanction arose after the beginning of the contractual relation. If it is impossible to replace the subcontractor, the customer has the right to terminate the procurement contract with immediate effect.

## 4. Service properties

4.1 The service must correspond to the agreed specifications throughout the entire contract period. The service must also correspond to the information provided for Helen regarding the content, performance or other issues related to service quality.

4.2 The service must suit the purpose for the agreed purpose. The quality of the service shall at least correspond to any sample and demonstration of it provided for Helen in advance.

4.3 The service must fulfil the regulations of the European Union's mandatory legislation and of Finnish laws and decrees, as well as regulations issued by the authorities.

4.4 The Service Provider shall provide the services prudently, with care and with such expertise that can reasonably be assumed from an expert Service Provider.

4.5 The service shall be provided in the Finnish language, unless otherwise agreed. The persons providing the service must have the language skills required for performing the duties.

## 5. Monitoring service quality and right of inspection

5.1 The Service Provider shall monitor the implementation of the service and service quality and shall report to Helen on factors relating to the provision of the service in the agreed manner. The Service Provider undertakes to develop its operations during the contract period in order to improve service quality. Should Helen so require, the Service Provider must monitor service quality with the aid of Helen feedback system.

5.2 Helen shall perform quality monitoring in accordance with its own needs. The Service Provider must supply the information requested by Helen for quality monitoring purposes by the agreed deadline.

5.3 Helen and Service Provider shall meet at agreed intervals in service monitoring meetings. The contracting parties shall process matters relating, for example, to service implementation, quality, claims, Helen feedback and future service needs.

5.4 During the contract period, Helen shall have the right to inspect, and at its own cost, commission through an independent third party inspections to investigate whether the service complies with requirements and whether the Service Provider has operated in accordance with the procurement contract. Helen or Helen's representative shall have the right to access premises in which the service is provided as well as to interview personnel involved in providing the service and to familiarize itself with those documents of the Service Provider in respect of which familiarization is necessary to evaluate the minimum requirements set for operations and the quality of the service. Helen shall have the right to inspect only information that relates to the fulfilment of the contractual obligations of this procurement contract.

5.5 Helen shall provide advance notification of an inspection visit. The Service Provider shall have the right, for a justified reason, to postpone an inspection visit by maximum of 14 days from the date proposed by Helen. In

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case a substantial defect is found during the inspection, contrary to the section 5.4, the Service Provider shall be liable for the direct and reasonable costs of the inspection necessary to find the defect.

5.6 The Service Provider shall have the right to demand that the party performing the inspection signs a confidentiality agreement relating to the inspection. The confidentiality agreement shall not prevent the reporting of the results of the inspection to Helen or contain less severe financial sanctions or damages clauses deviating from this contract.

## 6. Other obligations and responsibilities of the Service Provider

6.1 The Service Provider shall undertake to cooperate with any other Service Providers and suppliers providing services to Helen at any given time so as to enable the overall service configuration to function as flexibly as possible for Helen, and without interruption. The Service Providers' cooperation must be arranged so as not to disclose their business or professional secrets. With the exception of its own subcontractors, the Service Provider is not liable for the contractual obligations of other service providers and suppliers.

6.2 Should the need for cooperation change during the procurement contract period and this result in additional costs for the Service Provider, the contracting parties must agree on the sharing of costs before initiating activity that gives rise to additional costs.

6.3 The Service Provider shall maintain documentation relating to services. Unless otherwise agreed, the service documentation must be in the Finnish language.

6.4 The Service Provider must maintain a list of cases of loss in which losses have been caused to Helen, service user or a third party. The Service Provider is obliged to notify Helen of such losses.

## 7. Personnel to be used in service provision

7.1 The Service Provider shall use individuals possessing suitable competence and experience for providing the service. The Service Provider must avoid changes of personnel employed for providing the service. Changes of personnel must not impair service quality.

7.2 If Helen requires that the personnel involved in providing the service must be identified, the identified persons will provide the services covered by the procurement contract. The Service Provider has no right to replace an identified person without Helen's consent. If, however, an identified person is unable to contribute to the provision of services under the procurement contract for reasons independent of the Service Provider or through force majeure, the Service Provider has the right to replace the person with another that possesses the corresponding expertise and that meets with Helen's approval. Helen may only refuse to accept a substitute proposed by the Service Provider for a justified reason. If the Service Provider is unable, within a reasonable period of time, to propose a substitute that Helen can approve, Helen shall have the right to terminate the procurement contract with six (6) months' notice.

7.3 Should Helen so demand, the Service Provider must, without delay and any charge, replace a person involved in providing the service who is lacking the adequate professional skills or is otherwise unsuitable for the position in question.

7.4 The Service Provider or its personnel shall not be in an employment or public office relationship with Helen when handling tasks according to the contract.

7.5 When working in Helen's premises, the personnel used in providing the service must comply with Helen's instructions and regulations relating to security, data protection and general behavior as well as other instructions and regulations. Helen must notify the Service Provider in advance about all procedural obligations

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intended for the compliance of personnel used in providing the service. The Service Provider shall retain work management and supervision responsibility for its personnel, unless personnel hire or transfer of work management and supervision responsibility has been separately agreed on.

7.6 If a transfer of business takes place between the contracting parties in which personnel in Helen's employment transfer to the Service Provider's employment or the invitation to tender requires that personnel in Helen's employment transfer to the Service Provider's employment on their former terms of employment, statutory provisions on the transfer of business shall be applied to the transferring personnel.

7.7 If an employee of the Service Provider or its subcontractor is a person referred to in paragraph 3(2a) of the Aliens Act (301/2004), and this person works on Helen's premises or work site, the Service Provider is responsible for ensuring that the employee in question holds an employed person's residence permit or another document that grants a residence permit.

## 8. Helen's obligation to cooperate

8.1 Helen shall be responsible for ensuring that the tasks within Helen's responsibility are performed in accordance with the procurement contract.

8.2 Helen must give the Service Provider sufficient and correct information for the provision of the service.

8.3 Helen must ensure that the Service Provider's personnel can, when necessary, access Helen's premises or equipment as agreed.

## 9. Price and price alterations

9.1 The price shall be fixed for 12 months from the beginning of the contract period unless otherwise agreed. The price does not include value-added tax.

9.2 The Service Provider shall invoice value-added tax in accordance with the Value-Added Tax Act in force.

9.3 The price shall include all costs incurred from providing the service, including travel and accommodation costs, daily allowances, overtime compensation and any indirect taxes and fees, excluding value-added tax, payable by the Service Provider and applicable at the deadline for tenders.

9.4 Unless otherwise agreed, the Service Provider shall not be entitled to levy minimum delivery or invoicing charges.

9.5 Any advance payment shall be considered a fixed part of the contract price.

9.6 The Service Provider shall have the right to take into consideration in the price direct costs arising from new public fees decreed by the authorities or increases of existing fees that take place after the submission of the tender and directly influence the services provided for Helen, provided that they were not known about when making the tender and that the Service Provider is able to demonstrate grounds for the price change. In this case, the price of the service shall change accordingly from the date when the aforementioned changes enter into force. The Service Provider has the aforementioned right even in case the price is fixed. Should Helen so demand, the Service Provider is obliged to observe in the price also changes caused by the elimination or reduction of such fees.

9.7 The Service Provider has the right to change the price of the service during the contract period when the following conditions are met:

- The price change is based on the general cost development of the service;

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- The grounds for the price change have arisen after the procurement contract was signed;
- The grounds for the price change have a direct impact on the price of the Service in accordance with the procurement contract; and
- The grounds for the price change are not due to the Service Provider's own action (with the exception of changes based on general wage development).

The Service Provider must submit the proposal for a price change in writing at least three (3) months before the price change enters into force. The price change may enter into force at the earliest after 12 months from the beginning of the contract period or a price change based on the Service Provider's initiative. The Service Provider must present to Helen an appropriate and detailed explanation of the reasons for the cost development and price change.

9.8 Helen has a similar right to propose a price change during the contract period when the conditions referred to in section 9.7 are met. The customer must submit the proposal for a price change in writing at least three (3) months before the price change enters into force. The price change may enter into force at the earliest after 12 months from the beginning of the contract period or a previous price change based on the customer's initiative. The customer must present an appropriate and detailed explanation of the reasons for the cost development and price change.

9.9 If the contracting parties are unable to unanimously agree on a price adjustment, both parties have the right to terminate the procurement contract with six (6) months' notice. Notice must be given in writing before the new prices enter into force. Prices valid before the price adjustment proposal was submitted apply during the notice period.

## 10. Terms of payment

10.1 The Service Provider will use electronic invoices in billing Helen.

10.2 The due date of invoices is 45 days from the arrival of an acceptable invoice.

10.3 Unless otherwise agreed, the Service Provider shall be entitled to send an invoice for agreed payments when the service has been performed. Regular payments shall be invoiced at agreed invoicing intervals in arrears. Invoices must include an itemization of the grounds for invoicing.

10.4 If Helen fails to pay an invoice by the due date, the Service Provider shall have the right to charge interest on arrears in accordance with the Interest Act (633/1982) and reasonable collection costs.

10.5 The Service Provider shall have the right to cease fulfilment of its contractual obligations if a clear and uncontested payment is delayed for more than thirty (30) days and the delayed payment is substantial. The Service Provider must notify Helen in writing of such a cessation at least fifteen (15) days before implementing it. The notification can be made immediately in the case of neglect.

10.6 Helen shall have the right to withhold, from an unpaid sum, costs arising from the procurement of a new, corresponding service acquired due to a defective or delayed service, among others, and any delay penalty under the procurement contract or other possible contractual penalty and security set for the service performance period and guarantee period security alongside interests accumulated for the advance payment in case of delay or termination.

## 11. Security

11.1 If Helen is required under the procurement contract to make an advance payment, the Service Provider must, before the advance payment is made, post security to the satisfaction of Helen, which must be at least as



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much as the advance payment. The security must be valid for at least one month beyond the time when the service, which is the subject of the advance payment, has been performed. In the event of a delay on the part of the Service Provider in fulfilling its obligations, the Service Provider must extend the validity of the security.

11.2 If security has been agreed for the guarantee period, the Service Provider must post security to Helen's satisfaction before the guarantee period begins. Such security must be at least ten (10) per cent of the contract price, excluding value-added tax, or for a continuous service, its calculated price for a twelve (12) month period. The security must remain valid for at least one month beyond the expiry date of the guarantee period.

11.3 If security for the period of service performance has been agreed, the Service Provider must post security to Helen's satisfaction which must be at least fifteen (15) per cent of the acquisition price, excluding value-added tax, or for a continuous service, its calculated price for a twelve (12) month period. The security must remain valid for at least one month beyond the expiry date of the guarantee period.

11.4 A bank deposit made in Helen's name or an absolute suretyship granted by a sound financial or insurance institution or other security acceptable to Helen shall primarily be accepted as security.

11.5 The Service Provider shall be responsible for all costs arising from acquiring the security.

## 12. Delay

12.1 If a contracting party realizes that it will be delayed in its obligations or considers a delay to be probable, the delaying contracting party must immediately and in writing notify the other contracting party of the delay and its impact on the fulfilment of the procurement contract. In the event of a delay on the part of the Service Provider, the Service Provider must notify Helen of a date for new service performance as soon as possible.

12.2 A delay in providing information, goods or service documentation required under the procurement contract shall be equivalent to a delay of the service.

12.3 If the service is delayed for a reason attributable to the Service Provider, Helen shall have the right to a delay penalty. Helen shall have the right to the delay penalty without having to demonstrate the losses that arose for Helen due to the Service Provider's delay. Unless otherwise agreed, the delay penalty shall be one (1) per cent of the value, excluding value-added tax, of the delayed service for every beginning seven (7) day period by which the Service Provider exceeds the agreed service performance date. The delay penalty shall be charged for a maximum of ten (10) weeks. The delay penalty is the sole compensation of the delay and Helen shall not be entitled to any other compensation for the delay of the Service Provider, except where the delay is of such duration that Helen is entitled to terminate the contract in accordance with paragraph 13.6 or the delay is caused by the intent or gross negligence of the Service Provider pursuant to paragraph 16.6. In such case, Helen shall be entitled to compensation for damage caused to the extent that the amount of the damage exceeds the amount of the delay penalty payable to Helen and any other contractual penalty separately agreed between the contracting parties. Helen shall in any case be entitled to interest in accordance with paragraph 12.4.

12.4 If Helen has made an advance payment and the service is delayed for a reason attributable to the Service Provider, the Service Provider shall be obliged to pay annual interest according to the Interest Act for the delay period for the part of the advance payment that corresponds to the value of the delayed service.

12.5 On the basis of delay, Helen has the right to withhold payment for the service. Helen may not, however, withhold a sum that apparently exceeds the claims to which he is entitled on the basis of the delay.

12.6 If the Service Provider's performance is delayed and the delay is of essential significance for Helen with regard to the nature of the service, Helen shall have the right, at the Service Provider's expense, to acquire a

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substitute service of a corresponding standard from a third party (right to cover purchase). Helen shall inform the Service Provider about using the right before acquiring the substitute service.

12.7 A procurement contract can be terminated on the basis of substantial delay in accordance with paragraph 13.6.

12.8 Helen has the right to withhold interests and costs referred to in paragraphs 12.3, 12.4 and 12.6, in accordance with paragraph 10.6, due to a delay in service.

### 13. Defect, price reduction and cancellation of the contract

13.1 If the service has a defect, Helen must inform the Service Provider about the defect within a reasonable period of the defect being detected or should have been detected.

13.2 The Service Provider must inform Helen about receipt of the notification of defect and initiation of measures no later than 14 days after receiving the notification.

13.3 Helen has the right to withhold payment for the service on the basis of a defect. Helen may not, however, withhold a sum that apparently exceeds the claims to which he is entitled based on the defect.

13.4 If there is a defect in the service, the Service Provider will examine the cause of the defect at its own expense and rectify it without delay. The Service Provider may be released from liability by demonstrating that the defect did not arise from a factor within the Service Provider's responsibility. In such a case, the Service Provider is entitled to charge for investigating and rectifying the defect in accordance with the usual price list.

13.5 If there is a defect in the service that is not corrected by the Service Provider within a reasonable period of time, Helen shall have the right to a price reduction from the Service Provider.

13.6 Each contracting party may cancel the contract completely or partly if the other contracting party has substantially violated its contractual obligations or it is evident that a substantial breach of contract will take place. A substantial breach of contract shall be deemed to be, for example, a service that does not correspond to that agreed and Helen is entitled to the maximum amount of delay penalty, or if the service is substantially defective and the Service Provider is unable to correct the defect in the service, or if the delays or defects occur repeatedly

13.7 If Helen has made an advance payment, the Service Provider shall, when the procurement contract is cancelled, pay back to Helen the advance payment it received plus interest calculated according to the Interest Act from the date the advance payment was made, to the repayment date. When paying back the advance payment, the value of the service provided to Helen by the Service Provider before the cancellation of the procurement contract shall be deducted.

13.8 If a defect caused by the Service Provider cannot be remedied or if the Service Provider fails to remedy the defect within a reasonable period of time, Helen shall have the right, at the Service Provider's expense, to acquire a substitute service of a corresponding standard from a third party (right to cover purchase). Helen shall inform the Service Provider about using the right before acquiring the substitute service.

13.9 Helen has the right to withhold interests and costs referred to in paragraphs 13.5, 13.7 and 13.8, in accordance with paragraph 10.6, due a defective service.

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## 14. Force majeure

14.1 Force majeure is deemed to be an unusual and relevant event, occurring after the signing of the procurement contract and preventing the fulfilment of the contract, which the contracting parties had no reason to take into account when signing the procurement contract and which is beyond the control of the contracting parties, and whose consequences cannot be prevented without unreasonable additional cost or waste of time. In the event of force majeure, the contracting parties are released from their obligations for the duration of the force majeure. Such an event may be war, act of terrorism, rebellion, internal unrest, expropriation or confiscation for public needs, import or export ban, natural catastrophe, interruption of public transport or energy distribution, a strike or other industrial action, fire or other corresponding event of unusual and significant impact beyond the control of the contracting parties.

14.2 A delay of a subcontractor shall be deemed to be force majeure only in the case where the subcontractor's delay is the result of an obstacle referred to in paragraph 14.1 and the subcontracting cannot be performed elsewhere without unreasonable waste of time or cost.

14.3 If the fulfilment of a contractual obligation is delayed due to force majeure, the period for fulfilling the contractual obligation shall be extended for as long as is reasonable, considering all the circumstances influencing the case.

14.4 Each contracting party must notify the other contracting party immediately about the occurrence of force majeure and also when force majeure ceases, after which the contracting parties must, at the latest, agree on its impact on the delivery.

14.5 Each contracting party may cancel the procurement contract completely or partly if the fulfilment of the contract due to the continuation of force majeure is delayed by more than four (4) months.

## 15. Insurance

15.1 The Service Provider must have statutory and other insurance necessary for the provision of the service. The insurance must be valid for the entire contract period.

15.2 Unless otherwise agreed, the Service Provider must acquire liability insurance for its operations. The insurance must be sufficient in relation to the risks associated with providing the service. The Service Provider must on request deliver to Helen a certificate of the existence of the liability insurance before the signing of the contract.

## 16. Damages

16.1 Helen and the Service Provider shall have the right to receive damages for direct losses arising from the other contracting party's breach of contract. The contracting parties are not liable for any indirect or consequential damages, such as, for example, loss of production, information, use or profit, subject to paragraph 16.6.

16.2 If the procurement contract is terminated for a reason attributable to the Service Provider on the basis of chapter 18 or 19, and losses arise to Helen from this, Helen shall have the right to damages for direct losses arising from the premature ending of the contract.

16.3 Helen shall have the right to receive damages for delay or other losses arising from the Service Provider's breach of contract to the extent that the delay leads to the termination of the contract or the delay is caused by the Supplier's intent or gross negligence and the amount of loss exceeds any delay penalty payable to Helen and any other contractual penalty separately agreed by the contracting parties.

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16.4 Unless otherwise agreed, the contracting parties' liability for damages is at most the calculated value of the procurement contract.

16.5 The calculated value of the procurement contract refers to the value of the service that is the subject of the procurement contract between Helen and the Service Provider. In a framework agreement, the calculated value of the procurement contract is the total value of acquisitions that Helen has and will make from the Service Provider on the basis of the framework agreement. In procurement contracts of a continuous nature, or framework agreements, the calculated value of a procurement contract shall be the average purchases made per month, multiplied by the number of months corresponding to the contract period. With regard to procurement contracts valid until further notice, the calculated value of a procurement is determined on the basis of a 48-month contract period. If the loss occurs during an option period, the months of both the actual contract period and the contract's option period shall be taken into account when defining the calculated value of the procurement contract.

16.6 The limitations of liability specified in this chapter will not apply if the other contracting party has caused the damage willfully or through gross negligence, violated the confidentiality obligations, violated the sanction obligations or violated intellectual property rights. In such a case, the injured contracting party has the right to compensation for indirect losses as well.

## 17. Termination of the contract in special situations

17.1 Helen has the right to terminate the procurement contract with immediate effect if the Service Provider is burdened by a mandatory criteria for exclusion referred to in section 50 of the Act on Public Contracts by contracting authorities in the water, energy, transport and postal services sector (349/2007), or discretionary criteria for exclusion referred to in section 54(1)(18-6) of the Act on Public Contracts or a Sanction, or a freezing order issued by a Finnish authority, even if the criteria or the Sanction arose after the beginning of the contractual relation.

17.2 Helen shall have the right to give notice of terminating the procurement contract with immediate effect if the Service Provider's financial or other circumstances are perceived to have changed substantially so that it cannot be assumed that the Service Provider will fulfil its contractual obligations and the Service Provider gives no reliable explanation about the fulfilment of its obligations. The termination shall be made within a reasonable time of Helen being informed about the existence of grounds for termination.

17.3 Before giving notice of termination, Helen must notify the Service Provider about the threat of termination and give the Service Provider an opportunity to provide an explanation within a reasonable period of time.

17.4 Helen has the right to terminate the procurement contract with immediate effect in full or in part if such a substantial change is made in the procurement contract that would have required a new procurement procedure by virtue of the procurement legislation.

17.5 Helen has the right to terminate the procurement contract with immediate effect if the procurement contract could not have been concluded with the Service Provider because the Court of Justice of the European Union has in the procedure laid down in Article 258 of the Treaty on the Functioning of the European Union found that Helen has been in serious breach of the obligations by virtue of the Treaties and the Procurement Directive.

17.6 If Helen terminates the contract on the basis of paragraphs 17.1, 17.2, 17.4 or 17.5, the Service Provider shall have the right to receive full payment for services provided up to the time the contract is terminated but shall not be entitled to other compensation as a result of the termination of the contract.

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## 18. Contractor's obligations and liability

18.1 If a contract is covered by the Act on the Contractor's Obligations and Liability When Work is Contracted Out (1233/2006), the Service Provider must supply to Helen during the contract period, at twelve (12) month intervals, a certificate of tax payment or a tax liability certificate or a statement that a payment plan, approved by the tax recipient, has been made regarding tax liability as well as a certificate on the taking out of pension insurance and the payment of pension insurance premiums or a statement that a payment plan, approved by the premium recipient, has been made regarding outstanding pension insurance premiums.

18.2 If the service is performed by a posted employee in the Service Provider's employ, the Service Provider must submit a certificate to Helen about the determination of the posted employee's social security. The aforementioned 12-month interval does not apply to this certificate, which must be submitted without delay and in any case before the posted employee in question begins work.

18.3 Helen has the right to terminate the procurement contract with immediate effect if the Service Provider fails to submit within the deadline the accounts and certificates referred to in paragraphs 18.1 and 18.2, or the account or certificate reveals that the Service Provider has neglected the statutory obligations. Before cancelling the procurement contract, Helen must make a claim in writing to the Service Provider about the neglect and notify about the threat of the contract being cancelled unless the neglect is rectified within a reasonable period demanded by Helen.

18.4 In situations referred to in this chapter, the Service Provider shall have the right to receive full payment for services provided up to the time the contract is terminated but shall not be entitled to other compensation as a result of the termination of the contract.

## 19. Intellectual property rights

19.1 Unless otherwise agreed, intellectual property rights to the end results or documentation of the service shall not be transferred to Helen. All material that Helen and Service Provider transfer to one another before or after the signing of the contract shall remain the property of the transferor. Helen shall, however, have an irrevocable right of use to the end results of the service as well as to other material transferred to it by the Service Provider for a purpose related to the use of service in accordance with the contract. Right of use shall include the right to use, copy and make or commission changes or transfer material for the performance of operation, service and maintenance tasks. When making or commissioning changes to material handed over by the Service Provider, Helen must ensure that none of the Service Provider's business or professional secrets are disclosed. When transferring material for the performance of operation, service and maintenance tasks, Helen must take care of sufficient confidentiality agreements. Helen has the right to transfer material to the party to whom Helen's tasks are transferred, with equal rights and obligations.

19.2 The Service Provider shall be responsible for ensuring that services or related material provided by the Service Provider do not, when used in accordance with the procurement contract, violate a third party's patent, copyright or other intellectual property rights valid in Finland.

19.3 If any claims are presented against Helen based on intellectual property rights relating to the use of the service or related material, the Service Provider is obliged to meet these claims on Helen's behalf at its own expense. The Service Provider shall be responsible to Helen for ensuring that no legal costs, damages, other compensation payable to a third party or other liabilities towards a third party are incurred by Helen through claims or obligations arising from intellectual property rights relating to the services or related material. Helen shall notify the Service Provider of any claims against Helen without undue delay. If the Service Provider establishes that it has infringed intellectual property rights, the Service Provider shall first obtain for Helen the right to continue to use the supplies. If the Service Provider cannot reasonably obtain the right to continue to use the supplies, the Service Provider shall modify or replace the supplies so that they do not infringe the intellectual property rights.

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## 20. Confidentiality, Data Security and processing of personal data

20.1 The contracting parties shall each ensure on their own part that, when the service is provided, confidentiality, obligation to observe confidentiality, appropriate data security measures, protection of privacy in the processing of personal data and valid statutes passed on the disclosure of confidential information as well as any guidelines, decisions or recommendations of the competent data protection authority, are adhered to. In addition, the Service Provider must adhere to instructions given by Helen in handling and archiving documents and data.

20.2 The contracting parties undertake to inform each other promptly of any suspected data security and privacy threats in respect of the scope of supply of the contract. Each contracting party shall ensure that the part of the scope of supply of the contract under the contracting party's responsibility and the contracting party's own environment, such as equipment, service facilities and premises, which are under the contracting party's responsibility, are protected against security risks in accordance with appropriate security policies, which are abided by the contracting parties and that the procedures related to information security and data backup are complied with.

20.3 Helen is the controller referred to in the General Data Protection Regulation (2016/679). At the end of the commission relationship, the personal data related to the relationship, in the possession of the Service Provider, are handed over to Helen or, if required in the contract, destroyed.

20.4 The Service Provider may not, without Helen's permission, disclose information to third parties that may have to be kept secret, or contain personal data. Service Provider shall process personal data and / or any other information disclosed by Helen or which Service Provider has access to or which the Service Provider has otherwise in its possession due to the fact that the Service Provider has entered into the procurement contract with Helen, solely and exclusively for the purpose of fulfilling the contractual obligations defined in the procurement contract. This undertaking includes the information, which Service Provider has gained during contract negotiations.

20.5 If the Service Provider handles personal data when carrying out the commission, a separate data processing agreement shall be signed between the contracting parties or otherwise Helen's data protection guidelines shall be complied with.

20.6 The Service Provider is responsible for ensuring that the subcontractors it uses adhere to these provisions relating to confidentiality.

20.7 The Service Provider must explain the contents of the obligation to maintain secrecy to personnel that provide the service.

20.8 Should Helen so require, the Service Provider must prepare a list of the Service Provider's or its subcontractor's personnel participating in the provision of the service who have access to Helen's material or sensitive information relating to Helen or a third party. The list must be continuously updated.

20.9 The contracting parties shall undertake to keep secret such confidential material and information that they receive from each other and which under law must be kept secret, and to undertake not to use them for purposes other than in accordance with the procurement contract.

20.10 The transfer of information to an authority or other party on the basis of an obligatory official order shall not be deemed a violation of the obligation to maintain secrecy.

20.11 The Service Provider shall not use the procurement contract or Helen's name in marketing or as reference without Helen's consent.

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20.12 The obligations referred to in this chapter continue after the procurement contract period.

## 21. Ethical principles

21.1 The contracting parties obey this procurement contract and the laws, decrees and regulations that govern their operations and act in honest, sincere and non-discriminatory ways.

21.2 The contracting parties undertake to contribute to Helen's sustainability reporting, or if the Service Provider is also subject to sustainability reporting, to both contracting parties' sustainability reporting, by taking reasonable steps to collect or assess sustainability data on the contracting party's own activities and on the upstream and the downstream value chain of the contracting party. The collection or assessment of sustainability data shall take into account, in particular, the sustainability data that should be considered relevant in the industry of the contracting party, the size and scope of the contracting party's business and the ability of the contracting party's group to collect or assess sustainability data.

21.3 The contracting parties respect human rights and the principle of non-discrimination, the Declaration on Fundamental Principles and Rights at Work of the International Labour Organisation and the ten principles of the United Nations Global Compact initiative. In accordance with these principles, the contracting parties treat each other, their business partners and other stakeholders in a fair and equal manner regard-less of their nationality, ethnic origin, gender, age, political views, or religious conviction.

21.4 The contracting parties support open and active competition in the market, comply with competition regulations and binding stipulations, and expect competitors and partners to do the same. The contracting parties combat the shadow economy.

21.5 The contracting parties do not accept bribery in any shape or form. The contracting parties do not accept from stake-holders personal benefits, gifts or anything similar that would deviate from normal hospitality nor do they offer them.

21.6 The contracting parties comply with the principles of sustainable development. The contracting parties undertake to exercise due diligence to assess their environmental impact and damage and to avoid or minimize harmful effects to the environment. The contracting parties shall have procedures in place to identify environmental impacts.

21.7 The contracting parties undertake not to tolerate discrimination, bullying or the abuse of drugs and narcotic substances. The contracting parties undertake to respect the privacy and confidentiality of the personal data of each other's employees. The contracting parties promote well-being and health at work and their business operations are guided by a high-standard safety culture.

21.8 The contracting parties shall agree to comply with Helen's code of conduct <https://www.helen.fi/en/aboutus/helen-ltd/about-us/about-helen/eettiset-toimintaperiaatteet>

## 22. Documentation

22.1 The Service Provider shall document compliance with the contract and with laws, regulations and rules. At Helen's request, the Service Provider shall demonstrate its compliance with this documentation obligation and shall provide Helen, at the Service Provider's expense, with all information and documents necessary to ensure compliance with the documentation obligation.

22.2 At Helen's request, the Service Provider shall take reasonable steps to ascertain and provide Helen with the information requested by Helen. If it is not possible for the Service Provider to provide accurate information or if the provision of such information would lead to unreasonable additional expenses, the Service Provider

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shall evaluate the requested information using all reasonable and justifiable information, such as sectoral averages and other proxy indicators in the Service Provider's industry. If, despite the foregoing, the Service Provider is unable to provide the information requested by Helen without incurring unreasonable additional costs in evaluating the requested information, the Service Provider shall inform Helen that the Service Provider is unable to provide the requested information. The Service Provider shall provide written grounds for why the information requested by Helen cannot be provided.

## 23. Sanctions

23.1 The Service Provider declares that the Service Provider and the Affiliated Person are not subject to Sanctions at the time of the conclusion of the contract and that the confirmations and warranties given during the tendering phase on the basis of the Ukraine-regulation are correct.

23.2 The Service Provider further declares that the Sanctions will not otherwise prevent or restrict the Service Provider from fulfilling its obligations under the contract.

23.3 The Service Provider shall notify Helen in writing without delay if the warranties referred to in this section cease to apply in whole or in part or if other changes occur in the said warranties and circumstances during the term of the contract.

23.4 Helen shall have the right to audit the Service Provider's and its subcontractor's activities in accordance with the terms of sections 5 and 22, in particular to determine how the Service Provider ensures and verifies the accuracy of the warranties made.

23.5 The Service Provider further undertakes, at Helen's request, to confirm that neither the Service Provider nor the Affiliated Person is subject to the Sanctions and that the warranties made are correct, and the Service Provider undertakes to answer any questions and enquiries from Helen concerning the Sanctions and the warranties made by the Service Provider.

23.6 If during the term of the contract it becomes apparent that the Service Provider and/or the Affiliated Person is subject to Sanctions and/or the warranties given by the Service Provider are not correct in whole or in part, Helen shall have the right, at its sole discretion and without liability to the Service Provider:

- (a) immediately suspend the performance of its obligations under the contract, in whole or in part, for such a period as the Service Provider and/or Affiliated Person is subject to Sanctions or as otherwise required by law; and/or
- (b) without prejudice to the right of suspension referred to in paragraph (a), to terminate this contract and/or any other contract or order which may have been concluded under this contract, in whole or in part, with immediate effect and without notice, even if the grounds for termination referred to in this paragraph have arisen after the commencement of the contractual relationship; and
- (c) claim compensation from the Service Provider for any damage caused by the termination of the contract.

## 24. Transfer of the contract, changes and options

24.1 Without Helen's consent, the Service Provider shall not have the right to transfer the contract to a third party, even partially. Helen shall have the right to transfer the procurement contract to a third party to whom Helen's tasks are transferred in full or partially.

24.2 Changes to the contract must be made in writing. Changes made in an electronic format shall be deemed changes in writing to the contract.



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24.3 Changes relating to the service and their impact on the performance date of the service or price must be agreed in writing before measures are initiated.

24.4 If the procurement involves an option, Helen decides on whether to use it. The terms of the procurement contract apply to the option.

## 25. Duty to help and assist should the Service Provider change

25.1 In the event of a change of Service Provider, the Service Provider is obliged to help and assist Helen in transferring the contractual obligations to the new Service Provider or for handling by Helen itself. The Service Provider has the right to charge for work arising from this in accordance with its price list.

25.2 The duty to help and assist begins before the termination of the procurement contract, when notice of termination has been given or the procurement contract has been cancelled or when Helen notifies that it is initiating a procurement that applies to services under this procurement contract. Unless otherwise agreed, the obligation will continue at most until 12 months have passed since the termination of the procurement contract.

## 26. Settlement of disputes and applicable law

26.1 Issues relating to the procurement contract will be resolved primarily through negotiations between the contracting parties.

26.2 If a dispute cannot be resolved through negotiation, any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish. Evidence in English may also be submitted in the arbitration proceedings.

26.3 The laws of Finland apply to the procurement contract. The connecting factor rules of Finnish law shall not, however, apply to the contract.

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## 27. Order of validity of procurement contract documents

25.1 The procurement contract documents complement each other. Should the contract documents conflict, they shall be adhered to in the following order of validity, unless otherwise agreed:

1. Contract
2. Invitation to Tender
3. Helen Services
4. Tender