

HELTTI'S GENERAL TERMS OF SERVICE

1 Application of General Terms of Service

1.1 These General Terms and Conditions of Service of Heltti Oy ("Heltti") are applied to the occupational health care and wellbeing services and other health and professional services (the "Services") provided by Heltti to its customers (the "Customer"), unless otherwise agreed between the parties in writing.

2 General Obligations of the Parties

2.1 Heltti provides the Services with due care and expertise as appropriate for the task.

2.2 The Customer ensures that it performs its obligations in a manner enabling the Service. The Customer shall provide Heltti with correct and sufficient information to enable the provision of the Services.

3 Prices, Invoicing and Terms of Payment

3.1 The prices charged by Heltti for the Services and the applicable terms of payment have been defined in the agreement between the parties. Unless price for the Services has been agreed in the agreement or otherwise, the prices set out in Heltti's then current price list shall apply. Unless otherwise agreed, the term of payment shall be 14 days net from the date of the invoice. Any interest on arrears shall be in accordance with the Finnish Act on Interest.

3.2 Value added tax shall be added to the prices in accordance with the legislation in force from time to time, to the extent the Services are subject to value added tax.

3.3 If the Customer's payment is delayed for more than 30 days from the due date, Heltti has the right to withhold all its own performances without incurring any contingent liabilities, until the Customer has made all late payments due to Heltti.

3.4 Heltti has the right to amend the prices and service descriptions of the Services by submitting to the Customer the amended prices at minimum three (3) months before the entry into force thereof. This three (3) months period starts at the end of such calendar month, during which the notice was submitted to the Customer.

4 Confidentiality and Data Protection

4.1 The parties keep confidential any confidential material and information received from the other party and shall not use such material or information for purposes other than those set out in the agreement.

4.2 Heltti, its employees and service providers comply in all their activities with the legislation in force from time to time applicable to health care, confidentiality and data protection.

4.3 Heltti has the right to hand over information on the Customer and its employees only to the extent permitted by the applicable legislation in force.

5 Term and Termination of the Agreement

5.1 If the parties have agreed on services remaining in force until further notice, each party may terminate the agreement with three months written notice to the other party. The notice period shall start from the end of the month, during which the notice was given.

5.2 Each party may terminate the agreement with immediate effect, if the other party (i) materially breaches the terms and conditions of the agreement and does not, within 30 days from the party's notice, rectify the breach; or (ii) is declared bankrupt or placed into liquidation or otherwise suspends its payments.

6 Damages and Limitations of Liability

6.1 Treatment injuries are handled and compensated directly to the patients in accordance with the Act on Patient Injuries from the healthcare unit's or professional's treatment injury insurance.

6.2 Neither party shall be liable for any indirect or consequential damages. In addition, a party's liability for damages is limited to the total fees charged by Heltti from the Customer within six months immediately preceding the damage.

7 Other Terms and Conditions

7.1 Neither party has the right to assign the agreement or rights based thereon to a third party without the other party's consent. However, Heltti has the right to assign its receivables based on the agreement to a third party.

7.2 A party has the right to assign the agreements between the parties to a company belonging to the same group of companies or in connection with a transfer of its business by notifying the other party. The transferring party and the transferee remain jointly liable towards the other party for the fulfilment of the obligations of the transferred agreements, until the other party has given its consent for the transfer. The other party shall not withhold its consent without justified reason.

7.3 Heltti has the right to use the Customer as a public reference in its sales and marketing materials, such as catalogs, sales presentations or social media channels. Extended customer experience stories are agreed with the Customer separately.

7.4 Heltti has the right to amend these Terms and Conditions by notifying the Customer and by delivering to the Customer the amended Terms and Conditions at minimum three months before the entry into force of the amended Terms and Conditions.

8 Applicable Law and Settlement of Disputes

8.1 The agreement concluded between the parties shall be governed by the laws of Finland. Any dispute relating to the agreement shall be finally settled in arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The parties agree to maintain any materials received in relation to arbitration, the arbitration proceedings and the arbitration verdict confidential as specified in Section 4.