

BOU OY GENERAL TERMS – FREELANCERS

1 PURPOSE

These general terms and conditions (the “**Terms**”) apply between Bou Oy, [2896836-3] (“**Bou**”) and you as the freelancer (the “**Freelancer**”) when you join Bou’s pool of Freelancer by signing up on Bou’s website. Please read and review these Terms carefully as they constitute a binding agreement between you and Bou.

Bou may use Freelancers to provide advertising, design and / or development services (the “**Services**”) to Bou.

Bou may also, with the consent of the Freelancer, provide any information it has on the Freelancer, such as contact information, to a potential customer company (the “**Customer**”), upon which the Customer may commission a Service directly from the Freelancer.

2 PROVISION OF SERVICES TO BOU

2.1 General

The Freelancer may receive requests to provide Services to Bou from time to time. The Freelancer accepts the request and undertakes to provide the Service within the agreed schedule by responding affirmatively to the request by Bou. The Freelancer is free to decline a request to provide a Service at its own discretion.

The Freelancer provides Services as an independent entrepreneur and the provision of Services does not create any employment relationship between Bou and the Freelancer.

The Freelancer shall provide the Services professionally and diligently in compliance with laws and orders of the authorities, third parties’ rights and industry best practices.

The Services shall be performed solely by the Freelancer. The Freelancer may not use other persons for the performance of the Services on the behalf of the Freelancer.

The Freelancer shall on a continuous basis communicate with Bou about the progress of the Services and report about the results as instructed by Bou. The Freelancer agrees to regular meetings with Bou if the nature or the extent of the Service so requires.

The Freelancer shall be registered in the prepayment register in accordance with the Prepayment Act (1118/1996) or other applicable prepayment register, and in the VAT register when required in accordance with the Value Added Tax Act (1501/1993). The Freelancer will remain registered during the performance of the Services.

2.2 Compensation

The Freelancer shall issue an invoice to Bou upon completion of the Services, unless otherwise agreed upon in writing. The invoice shall be based on the fee separately agreed upon with Bou. VAT, if applicable and as in force from time

to time, shall be added to the invoice. The invoices will be paid by Bou thirty (30) days as from the receipt of the invoice provided that the Freelancer has provided Bou with any reports and results as instructed by Bou.

Bou is not responsible for any additional payments or compensation unless expressly otherwise agreed upon in writing. The Freelancer is liable for any expenses for acquiring resources, equipment and materials needed for providing the Service.

2.3 Intellectual Property Rights

All intellectual property rights, including, but not limited to, rights to patents, utility models, trademarks, designs, copyrights, neighbouring rights, business names and any other rights, whether eligible for registration or not, as well as any rights producing rights without registration, held by either Bou or the Freelancer prior to the commencement of the provision of the Services shall remain the sole property of Bou or the Freelancer respectively.

The Freelancer assigns to Bou all proprietary, licensing, and other rights, including the right to modify and further transfer any rights, in and to all present and future intellectual property rights and copyrights created or developed by the Freelancer during the performance of the Services or in connection with the provision of the Services. Bou is entitled to assign any intellectual property to any third party wholly or in part at its sole discretion.

Bou not obligated to pay any separate compensation for the assigned intellectual property, unless required by applicable mandatory laws or separately agreed to do so in writing.

Bou may at its own discretion use the information provided by the Freelancer upon joining Bou's pool of freelancers, including but not limited to previous work done by the freelancer as well as brand and company names, as references for marketing purposes.

The Freelancer will obtain Bou's prior approval for use of materials subject to acceptance of third-party licence terms other than customary open source and comparable licences.

3 PROVISION OF DIRECT SERVICES TO CUSTOMERS

3.1 General

Bou may from time to time match a Customer with a suitable Freelancer by providing information about a Freelancer to a Customer. The Customer may contact the Freelancer and request the Freelancer's Services. These Services are provided directly to the Customer detached from any Services provided to Bou. Sections 3.1 - 3.3 herein shall apply only to such direct services.

3.2 Compensation

The Freelancer and the Customer shall agree upon the terms of the compensation such as the invoicing term and the fees.

Bou is not responsible for any additional payments or compensations unless expressly otherwise agreed upon in writing.

3.3 Non-Circumvention

You agree to use the services as your exclusive method to request, make, and receive all payments for work directly or indirectly with any customer identified or matched through the services. This Non-Circumvention period lasts for two years (24 months) from the date you first identify or meet your customer. Violations of this section constitute a serious breach and may result in a conversion fee of the amount of fifteen thousand euros (15,000€).

If you and a customer worked together before being introduced or matched through Bou, then the Non-Circumvention period does not apply with respect to you and such customer.

3.4 Intellectual Property Rights

All intellectual property rights, including, but not limited to, rights to patents, utility models, trademarks, designs, copyrights, neighbouring rights, business names and any other rights, whether eligible for registration or not, as well as any rights producing rights without registration, held by either Bou or the Freelancer prior to the commencement of the provision of the Services shall remain the sole property of Bou or the Freelancer respectively.

The Freelancer and the Customer shall agree upon the assignment of any intellectual property rights between the Freelancer and the Customer.

Bou may at its own discretion use the information provided by the Freelancer upon joining Bou's pool of freelancers, including but not limited to previous work done by the freelancer as well as brand and company names, for marketing purposes.

4 CONFIDENTIALITY

The Freelancer may receive business secrets, trade secrets and other confidential information of Bou and Bou's customers or other business in connection with the performance of the Services. Confidential information is understood to mean any information either marked confidential or which must reasonably be understood to be confidential, regardless of how the information has been provided to the Freelancer.

The Freelancer shall not, for the duration of the performance of the Services and thereafter without any limitation in time, make use of any such confidential information for their own benefit or for the benefit of a third party or disclose to any third party any of the confidential information. The confidentiality obligation does not apply if the disclosures of information or materials is required under a mandatory legal obligation.

5 PERSONAL DATA

Bou processes personal data of the Freelancer in accordance with Bou's privacy policy and applicable data protection legislation. The privacy policy, as amended from time to time is available at Bou's website.

Should the Services include the processing of personal data, Bou may require that the Freelancer separately sign a reasonable data processing agreement concerning this.

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FORCE MAJEURE

Bou or the Freelancer shall not be liable for the failure to perform their obligations under these Terms due to an event of force majeure. Events of force majeure are events beyond the control of Bou or the Freelancer and include, war, civil unrest, strikes, lock-outs and other labour disputes, acts of government, extreme weather, natural disasters, accidents or some other unusual event with equally drastic effects.

The party prevented from performing its obligations due to an event of force majeure shall, without delay, take reasonable measures whereby the consequences of the force majeure can be limited as much as reasonably possible.

The party prevented from performing its obligations due to an event of force majeure shall immediately inform the other party of the force majeure, its effects and expected duration as well as the measures to be taken to limit its effects.

Should a force majeure event have lasted, or should it become evident that a force majeure event shall last for at least thirty (30) days, may Bou or the Freelancer terminate these Terms or the performance of the Service with immediate effect. A notice of termination shall be given in writing

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TERMINATION

These Terms will apply as long as the Freelancer is a part of Bou's pool of freelancers and for the duration of the Freelancer providing Services to Bou (whichever is longer).

Bou has the right to terminate these Terms and any Services with immediate effect should the Freelancer breach any terms of these Terms.

At the termination of these Terms shall the Freelancer return to Bou all material and property obtained from the Bou and destroy all copies taken of such material or property. The Freelancer is not entitled to keep back as pledge or otherwise any material or property belonging to Bou.

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LIABILITY

The Freelancer shall indemnify Bou against all claims by a third party claiming that the results of the work carried out by the Freelancer based on the performed Services violate the intellectual property rights or other rights of a third party.

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GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed according to the laws of Finland, with the exception of the rules leading to another country's laws applying. The place of jurisdiction for any dispute, controversy or claim arising out of or relating to these Terms shall be the District Court of Helsinki.