

## BBTP PLATFORM TERMS

### 1 STRUCTURE AND APPLICABILITY OF THESE PLATFORM TERMS

- 1.1 These BBTP platform terms of service (the “**Platform Terms**”) constitute the agreement (“**Agreement**”) between each User (as defined below) and Best Best Talent Platform Oy (“**BBTP**” or “**we**”) regarding the use of the BBTP Platform (including the BBTP website available at [www.bestbesttalentplatform.com](http://www.bestbesttalentplatform.com) and [www.bbtp.pro](http://www.bbtp.pro) and thereto related services, applications and materials, and all versions and aspects of the aforesaid, which are collectively referred to as the “**Platform**”).
- 1.2 The User accepts these Platform Terms when they commence the use of the Platform, which may include using the relevant website or application, posting any material or information to the Platform or otherwise utilising the Platform or materials obtained via the Platform. If the User does not accept these Platform Terms, they must not use the Platform.
- 1.3 The Platform is intended solely for business purposes and it is not intended for users that are consumers (being an individual acting primarily for purposes other than a trade, business or profession) and the applicability of consumer protection legislation is therefore excluded. The User represents that they are 18 years of age or older and, as applicable, have the authority to enter into the Agreement on behalf of their relevant organisation.
- 1.4 These Platform Terms are applicable to the use of the Platform by all Users. Chapter I of these Platform Terms includes terms and conditions applicable to all Users and Chapter II includes terms and conditions specific to each User group (Members, Partners and Clients) respectively in addition to the terms and conditions applicable to all Users. In addition to these Platform Terms, the Users may enter between themselves into agreements (including Orders and Client Orders) concerning the Assignments using the document templates provided on the Platform, and such agreements shall be subject to the terms and conditions agreed in the respective agreement (including Orders and Client Orders) as described below. **BBTP is not party to the said agreements.**

### 2 DEFINITIONS

- 2.1 When used in these Platform Terms, unless a contrary intention appears, the following definitions shall have the following meanings.

**"Affiliate"** means any Finnish or foreign legal entity that is directly or indirectly owning or controlling the Party, or under the same direct or indirect ownership or control as the Party, or directly or indirectly controlled by the Party for so long as such ownership or control lasts.

Ownership or control shall exist through direct or indirect ownership of fifty percent (50%) or more of the nominal value of the issued equity share capital or of fifty percent (50%) or more of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions.

**"Agreement"** has the meaning set forth in Section 1.1

**"Assignment"** means the position and/or role of the Interim Manager and thereto related obligations specified in the Order and/or Client Order in question.

**"Client"** means the entity acquiring the interim manager services of the Member or as applicable, Partner, under the Client Orders.

**"Client Order"** means a separate order document concerning an Assignment entered into between the Client and the Partner, or as applicable, between the Client and the Member directly.

**"Client Tools"** means all working premises and any and all hardware, software and other tools provided by the Client for the Assignment.

**"Confidential Information"** means all material and information received from or disclosed by BBTP, the Partner, the Client or any of their Affiliates (the Disclosing Party) in whatever form.

**"Interim Manager"** means each person specified in an Order and Client Order to provide temporary managerial support to the Client (either directly or via the Interim Manager Provider) under the Order or Client Order in question.

**"Interim Manager Provider"** means the entity providing the Interim Manager under the Client Order to the Client for the Assignment.

**"Order"** means a separate order document concerning an Assignment entered into by the Partner and the Member (whether Interim Manager Provider or Interim Manager).

**"Material"** means all documents and other materials, in whatever form, that come into existence in connection with or as the result of the performance of the Assignment.

**"Member"** means both Interim Managers and Interim Manager Providers, as applicable.

**"Partner"** means the partner company specified in the Client Order and/or Order that provides the Client with Interim Managers by using the Interim Manager Provider.

**"Party"** means the relevant User.

**"Platform"** has the meaning set forth in Section 1.1.

**"Taxes"** means any direct, indirect or ancillary taxes, charges, fees, levies, duties or other assessments including interest, penalties and additions relating to such payments including but not limited to employer taxes.

**"User"** means the Member, the Partner or the Client and their individual representatives using the Platform, as applicable.

## CHAPTER I TERMS AND CONDITIONS APPLICABLE TO ALL USERS OF THE PLATFORM

### 3 SCOPE OF THE PLATFORM; ROLE AND LIABILITY OF BBTP

- 3.1 The Platform is an online platform for Members seeking the opportunity to act as Interim Managers or Interim Manager Providers for the Clients, for Partners acting as service providers between the Interim Manager Providers and the Clients, and for the Clients seeking Interim Managers for temporary Assignments to work for the Client. The Platform includes various features determined by BBTP from time to time, including e.g. CV tools, facility to upload CVs and other relevant information for the Assignments and for Clients to post Assignment opportunities, as well as certain template documents to be used by the Users for the purposes of entering into Orders and Client Orders for the purposes of the Assignments between the relevant Parties.
- 3.2 BBTP acts solely as the provider of the Platform. Even though BBTP may provide via the Platform various agreement and other templates for the Users, **BBTP is not a party to the agreements** (including Orders and Client Orders) between the Users entered into regarding the Assignments, **and BBTP is not liable for any obligations arising from such agreements**, or the accuracy of any information provided by the Users. Each User must ensure and satisfy themselves that the agreement and other templates are suitable for their use. In particular and without limiting the foregoing, BBTP shall not be liable for any changes made by the Users to the templates. In the event the Users make any changes to the templates, the insurance provided by BBTP for the Members in relation to the Assignments (see section 20.3.1) will not be applicable.
- 3.3 The User alone is liable for entering into and performing the agreements regarding an Assignment entered into with another User via the Platform. As BBTP is not party to the agreements for an Assignment entered into between Users, the Users are solely liable for any difficulties, claims and disputes which may arise during conclusion and/or performance of said agreements, and BBTP shall have no liability for the same. Consequently, each User holds BBTP harmless from and against any liability regarding direct or indirect liabilities resulting directly or indirectly from the conclusion and/or performance of such an agreement between the Users.
- 3.4 The Users further agree and acknowledge that the agreements regarding Assignments may be subject to laws of their respective jurisdictions and it is the User's responsibility to ensure that they comply with their respective applicable statutory obligations (including any tax obligations), in addition to the obligations arising from the Agreement or any agreements regarding the Assignments.
- 3.5 BBTP shall provide the Platform in a professional manner with all due skill, diligence and prudence that would reasonably be expected from a service provider and by using personnel of appropriate qualification, skills and experience. Notwithstanding the foregoing, BBTP does not guarantee that the Platform would be error-free or provided without interruptions. BBTP is not obliged to provide end-user support or other similar services to the Users. These Platform Terms exhaustively define BBTP's tasks, obligations and liabilities in relation to the Platform.

3.6 BBTP shall be entitled to use subcontractors in the provisioning of the Platform and thereto related services.

3.7 The Service includes a description of the system requirements to be procured by the User for the proper functioning of the Platform ("**User Equipment**"). The User Equipment shall be at the responsibility of the User.

#### **4 ACCOUNT REGISTRATION AND ACTIVATION OF THE PLATFORM; ROLE OF USERS**

4.1 Each User must register to use the Platform. The User agrees to, and cause all its representatives to: (a) provide accurate, current and complete information as may be prompted by registration forms on the Platform ("**Registration Data**"); (b) maintain the security of, and not share with any third party, any logins, passwords, or other credentials that the User or any of its representatives selects or that are provided to the User or any of its authorised users for use of the Platform; (c) maintain and promptly update the registration data, and any other information the User or any of representatives provides to BBTP, and to keep all such information accurate, current, and complete (including that any contact information is up-to-date); and (d) notify BBTP immediately of any unauthorised use of any User account or any other breach of security by emailing us at [bbtp.contact@BestBestTalentPlatform.com](mailto:bbtp.contact@BestBestTalentPlatform.com) .

4.2 Each User warrants that they have the right to enter into the Agreement on behalf of and represent the User organisation that they indicate in connection with their registration and use of the Platform. Each individual User registers (or is registered by Platform admin) separately and creates their own respective user account or accesses the Platform via an invitation sent to their email address. The Users must not create shared user accounts. The User is solely responsible for any use made of his/her username and password as for their confidentiality and any use of their account. For the purposes of these Platform Terms, the "User" shall be deemed to include the individual user and the organisation represented by the user, as applicable.

4.3 The User shall not share any materials or data available via the Platform outside of the Platform (including to social media) unless otherwise agreed. The User may however tell a potential candidate about an Assignment and encourage such person to register to the Platform.

#### **5 ORDERS AND CLIENT ORDERS CONCERNING ASSIGNMENTS**

This Section provides a general overview of the process concerning the entry into agreements (Orders and Client Orders) regarding Assignments. The specific obligations of the Users regarding the Assignment are set forth in the relevant Orders and/or Client Orders.

5.1 The agreements regarding Assignments are entered into between the relevant Users using the templates provided via the Platform, **but BBTP is not a party to the same, nor shall BBTP be liable for any of the Users' obligations thereunder**. Each User shall be liable for their respective obligations in relation to the Assignments.

- 5.2 The Client Order regarding an Assignment with the Client may be entered into between the Partner and the Client or alternatively, between the Member and the Client directly. The Member acknowledges that when a Partner is involved as a party to the Orders and Client Orders, the Partner shall act as the primary point of contact towards the Client in relation to the Assignments, and the Member shall be obliged to take instructions regarding the Assignment from the Partner in addition to the Client.
- 5.3 Once the Member selects a potential Assignment that the Member is interested in and informs BBTP and Partner thereof via the Platform, the Partner (if a Partner is involved) will be in contact with the Client and will present the Member (including the personal data and other data provided by the Member) to the Client as a potential candidate for the Assignment. The Client will then select the Member(s) that they consider potentially suitable for the Assignment and will carry out necessary background checks, assessments and interviews with the Member in cooperation with the Partner, as applicable.
- 5.4 The Member acknowledges that the Client will at its sole discretion select the Member for each Assignment and that the submission of any data or indication of interest by the Member shall not be construed as a selection of the Member for the Assignment or any guarantee that the Client and/or Partner will select the Member for the Assignment. The Partner (or as applicable, the Client) and the Member will enter separately into a binding Order and/or Client Order regarding the Assignment as set out below.
- 5.5 The Member shall upon request sign a confidentiality and IPR transfer agreement as requested by BBTP and/or the Client prior to the Assignment and/or prior to any interview by the Client.
- 5.6 Once the Client has selected a Member for the Assignment, (i) the Client will enter into a Client Order with the Partner and (ii) the Partner and Member will enter into the Order concerning the Assignment; *or alternatively*, if the Client enters into the Client Order directly with the Member, the Client Order will be entered into between the Client and the Member directly. The aforesaid agreements will be made using the templates provided by BBTP via the Platform, but BBTP is not party to the same. **The Users shall use only the templates provided via the Platform for the Assignments.**
- 5.7 If the Client Order is entered into between the Client and the Partner, the Member will act as the Partner's subcontractor for the fulfilment of the Assignment and the Member shall receive its payment from the Partner or, if the Client Order is entered into directly between the Client and the Member, the Client, and not BBTP. BBTP will under no circumstances be liable for the payments under the Orders and Client Orders. The Member agrees that if the Client Order is entered into between the Client and the Partner, the Partner will be the Member's contracting party in relation to the Assignment and the Member shall be primarily liable towards the Partner regarding the Assignment. However, with regard to any agreements and undertakings entered into by the Member directly with the Client (such as any confidentiality or IPR assignment undertakings, or where the Client Order is entered into directly with the Member), the Member shall be liable directly towards the Client.

The Member is entitled to receive payment for the Assignment subject to the terms and conditions agreed in the Order, and if and only to the extent that the Partner receives a corresponding payment under the Client Order from the Client. If, however, the Member enters into the Client Order directly with the Client, the Member shall receive the payment directly from the Client as set forth in such Client Order. **BBTP shall not be liable for any payment obligations of the Users regarding the Assignments under any circumstances** (including any payment obligations towards the Member under any Client Orders or Orders), but BBTP may use reasonable good faith efforts to assist the Partner in collecting the corresponding payments from the Client.

## **6 SERVICE LEVELS AND AVAILABILITY OF THE PLATFORM**

6.1 BBTP strives to provide the Platform without material interruptions on a 24/7 basis. However, the Users acknowledge that the Platform may be subject to interruptions from time to time, BBTP does not guarantee a specific service availability level and BBTP does not guarantee that the Platform is error-free.

6.2 Furthermore, the Platform may be interrupted by maintenance breaks from time to time, during which the availability of the Platform may be limited or suspended. BBTP aims to schedule the maintenance breaks to take place primarily during weekends. For further information regarding possible suspensions, please see Section 11.

## **7 CHANGES TO THE PLATFORM AND PLATFORM TERMS**

7.1 BBTP shall be entitled at its discretion to make changes (including without limitation upgrades, updates, developments and error corrections, or changes or removals to the Platform's functionalities) to the Platform that may affect the scope, contents, functionalities, availability, usability and/or User Equipment of the Platform. In addition, BBTP shall be entitled to make such changes to the Platform that (i) are necessary to prevent or repair a data security risk of the Platform, or (ii) result from a change in the mandatory laws or regulations by competent authorities. BBTP will use reasonable efforts to notify the User of any material changes to the Platform in advance. In the event of material changes to the Platform, BBTP may provide further instructions to the Users with respect to any actions required by the User in order to continue access and use of the Platform, if necessary. In addition, BBTP may discontinue the provision of the Platform, in which case BBTP shall give the Users reasonable notice in advance.

7.2 BBTP is entitled to make changes to these Platform Terms at its discretion as set forth in Section 17. BBTP will inform the Users of the changes via the Platform or otherwise in writing.

## **8 FEES AND PAYMENT TERMS**

8.1 The fees payable by the User for the Platform, as well as the payment terms of such fees, are agreed between BBTP and the User in the online order form or otherwise in connection with the Platform. The currently applicable fees are set forth here: [LINK TO BBTP PRICE LIST]. The fees may vary depending on the length, version or features of the User's subscription. BBTP reserves the right to change pricing from time to time at its discretion. BBTP will communicate the amended prices via the Platform or otherwise in writing (including by email) in advance. The new prices will be effective for the User

starting from the next renewal of the User's subscription or the next applicable payment period (e.g. month).

8.2 Unless otherwise agreed in writing, all fees for the use of the Platform are due at the beginning of each subscription period or renewal thereof.

8.3 In addition to fees related to the use of the Platform, BBTP shall be entitled to a fee (typically, calculated on the basis of a percentage of the total amount paid for the completion of an Assignment) for each Assignment in accordance with the pricing indicated here: [\[LINK TO BBTP PRICE LIST.\]](#).

8.4 All fees are in Euros. All fees are exclusive of all taxes, levies, or duties (including but not limited to value-added tax) imposed by competent authorities if not stated otherwise. If such taxes, levies or duties are imposed, the User shall gross-up the payment of the fees to BBTP so that the amount received by BBTP will be the same than what it would have been without the taxes, levies or duties imposed.

8.5 BBTP may at its discretion offer various payment methods, including payment by credit card. The User shall ensure that the provided payment method is valid throughout the validity of the Agreement and that the payments can be processed. BBTP may in connection with the Platform use a third party payment service and invoicing service providers, whose services may be subject to separate terms and conditions. BBTP shall not under any circumstances be liable for the services of such third party payment service or invoicing service providers. **In particular, and without limiting the foregoing, in no event shall BBTP be liable for the payment of the fees and other payments agreed between the Users relating to the Assignments**, even if such payments would be invoiced via the Platform.

8.6 When the User enters into the Agreement regarding the use of the Platform, the User authorises BBTP or its third party payment processors to charge the credit card or other payment method identified by the User (which the User represents and warrants that it is authorised to use) all applicable fees for the Platform, including all applicable taxes, and the User agrees that BBTP's payment provider can store the User's credit card or other payment method information for that purpose. BBTP does not accept any responsibility for the acts and omissions of the payment service provider.

8.7 If BBTP does not receive payment from the User's credit card or other payment method provider, the User agrees to pay all amounts due upon demand. BBTP may suspend the User's access to the Platform until full payment is received or terminate the User's right to use the Platform without any liability to the User. All sales are final and BBTP will not issue refunds, including for prepaid monthly fees. In case the User's access to the Platform is suspended or terminated for any reason, the user shall immediately cease using the Platform and any materials (including any agreement templates) provided via the Platform and shall return all materials received from the Platform to BBTP. Furthermore, as applicable, the insurance provided by BBTP (see Section 20.3) shall cease to have effect immediately in case of suspension.

## 9 INTELLECTUAL PROPERTY RIGHTS (PLATFORM)

- 9.1 All intellectual property rights in and to the Platform, including any changes, modifications and further developments of the Platform, shall vest in and remain the sole and exclusive property of BBTP or third parties.
- 9.2 BBTP grants to the User a non-exclusive and limited right to use the Platform for its internal business purposes in accordance with these Platform Terms and the Agreement. The User's right to use the Platform terminates automatically without separate notice immediately when the User's service subscription ends or when the Agreement is otherwise discontinued or terminated for any reason. The agreement and other templates provided via the Platform are BBTP's intellectual property and they are provided only for use in connection with the Assignments. The User must not use them for any other purposes, including any purposes not related to the Platform.
- 9.3 All intellectual property rights in and to the data and materials stored by the User in the Platform shall vest in the User. BBTP shall be entitled to use such data and materials for the purposes of providing the Platform and thereto related services to the Users. In addition, BBTP shall have the right to use such data in aggregated form for its internal product development purposes. The User shall be responsible for ensuring that the data and materials stored by the User in the Platform are accurate and do not infringe any third party rights or violate any legislation in force from time, and BBTP shall have no responsibility for the same or any data or materials stored or processed by other customers or third parties in connection with the Platform. The User shall indemnify and hold BBTP harmless against all claims made by a third party towards BBTP that are attributable to an infringement of third party's intellectual property or other rights by any data and/or materials provided by the User and the User shall bear all costs and damages (including those of BBTP) in relation to such claims.
- 9.4 The Platform may contain links or interfaces to websites, services and content of third parties, including but not limited to Amazon web services or other cloud storage services. BBTP does not have any control over any third-party services or content and shall have no responsibility for the same, including that it will not have any responsibility to update or review any such web pages or third-party content. Additionally, if the User follows a link or otherwise navigates away from the Platform, these Platform Terms will no longer apply.
- 9.5 Any feedback, comments, suggestions, ideas, or other information provided by the User in the form of email or other submissions to BBTP (collectively "**Feedback**"), are non-confidential and the User hereby grant to us and our subcontractors and affiliates a non-exclusive, royalty-free, perpetual, irrevocable, and transferable right to use the Feedback for any purpose without compensation or attribution to the User. The Users may send Feedback [bbtp.support@BestBestTalentPlatform.com](mailto:bbtp.support@BestBestTalentPlatform.com) .

## 10 PROCESSING OF PERSONAL DATA AND DATA SECURITY

- 10.1 All Users shall comply with the applicable Finnish and EU data and privacy laws and regulations, including the General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR") in relation to the use of the Platform. The User warrants that they have the right to provide and upload to the Platform all the information and documents (including personal data) they upload to the Platform and that the information is kept up to date at all times.



- 10.2 BBTP will act as the data controller with respect to the subscription data collected or received in connection with the use of the Platform from the Users (including e.g. names, contact information and payment details) as well as other personal data the User uploads to the Platform for the purposes of using the Platform and that BBTP processes for providing the Platform. BBTP will process and retain the data subject to applicable data protection laws. As described in the BBTP privacy policy, the User's data will normally be retained as long as the User's subscription to the Platform is valid or, as applicable, as long as the User decides to keep the data in their User-specific archive, and for a reasonable time after that as long as BBTP has a legal basis for retaining the data. In some cases, BBTP may be obliged to retain the data in order to comply with its legal obligations. For further information regarding the processing of personal data on the Platform by BBTP, please consult BBTP's privacy policy available at [ADD LINK].
- 10.3 The Member understands and acknowledges that the personal data they provide for the Assignment may be disclosed to the relevant Partners and/or Clients for the purposes of the Assignments and thereto related selection process, including assessing the Member's suitability for the Assignment. With regard to any processing by the Partners or the Clients of the data and materials uploaded by the Users in relation to the Assignments, the respective Partner or Client shall act as the data controller. The Member acknowledges and agrees that BBTP shall not be liable for the processing of personal data by the Client and the Partner (as applicable) and the processing of the Member's personal data by the Client and the Partner shall be subject to the Client's and the Partner's privacy policies applicable from time to time (as informed by the Client and the Partner).
- 10.4 BBTP will apply appropriate data security measures to the Platform. BBTP shall be entitled to disconnect, suspend and/or otherwise limit the use of the Platform in case of data security breaches or other data security issues of the Service.
- 10.5 BBTP is not obliged to make back-up copies of the data stored by the User to the Platform. In the event of any loss or destruction of any data by the User, BBTP does not have the responsibility to assist or retrieve copies of the User's data and does not guarantee the availability of any back-up copies.

## 11 **SUSPENSION AND RESTRICTION OF ACCESS**

- 11.1 BBTP shall have the right to suspend the Platform for a reasonable duration if such suspension is necessary in order to perform changes to the Platform and/or maintenance in respect of the Platform. BBTP shall use reasonable endeavours to perform the changes and maintenance in respect of the Platform during its regular maintenance breaks, provided however that BBTP shall also be entitled to suspend the Platform during other times, if the changes and/or the maintenance is not possible to be performed during such maintenance breaks, for example, due to security issues or other urgent needs. BBTP will strive to minimise any inconvenience resulting from the suspension for the use of the Platform.
- 11.2 BBTP shall have the right to prevent the User's access to the Platform, if BBTP in its reasonable opinion suspects that (i) the User burdens or uses the Platform in a manner that jeopardises the delivery of the Platform to other users, (ii) the User uses the Platform

in breach of these Platform Terms, or (iii) the user account is being used by an unauthorised person or otherwise unlawfully.

## **12 NO WARRANTIES**

**12.1** The Platform is provided "as is", without any warranties. Except for any warranties expressly included in these Service Terms, BBTP disclaims all warranties, to the maximum extent permitted by law, express or implied, with respect to the Platform, including any warranties of merchantability, non-infringement, or fitness for a particular purpose and BBTP does not warrant the accuracy of any data or materials provided in connection with the Platform, or that the Platform is free of errors.

**12.2** THE PARTIES EXPRESSLY AGREE THAT THE USE OF THE PLATFORM AND ANY AGREEMENT TEMPLATES OR MATERIALS PROVIDED ON THE PLATFORM IS AT THE USER'S OWN RISK AND LIABILITY AND THE USER MUST ENSURE THAT THE TEMPLATES ARE SUITABLE FOR THEIR USE. THE USE OF THE PLATFORM IS ENTIRELY VOLUNTARY. BBTP EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY INCURRED BY THE USERS DUE TO THE USE AGREEMENT TEMPLATES OR OTHER MATERIALS PROVIDED IN CONNECTION WITH THE PLATFORM.

## **13 LIMITATION OF LIABILITY**

**13.1** BBTP SHALL NOT BE LIABLE TO USERS OR THIRD PARTIES FOR ANY INDIRECT LOSS AND/OR DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOSS OF BUSINESS, PROFITS OR LOSS OF DATA.

**13.2** BBTP'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS AND/OR DAMAGE UNDER OR IN RELATION TO THESE PLATFORM TERMS AND THE AGREEMENT SHALL IN ALL CASES BE LIMITED TO AN AMOUNT OF 1000 EUROS.

**13.3** The limitations of liability shall not apply if the damage and/or loss is caused by wilful misconduct or gross negligence by BBTP.

**13.4** Any claims by the User towards BBTP shall be made without delay and not more than within seven days of the User becoming aware of any breach of the Agreement by BBTP to the email address [bbtp.contact@BestBestTalentPlatform.com](mailto:bbtp.contact@BestBestTalentPlatform.com) .

**13.5** For the sake of clarity, these limitations of liability shall be without prejudice to any liability provisions agreed in the Orders and Client Orders applicable between the relevant Parties.

## **14 FORCE MAJEURE**

BBTP shall not be liable to the User for any delay or non-performance of its obligations under these Platform Terms in the event and to the extent that such delay or non-performance is due to an event of force majeure. Events of force majeure are events beyond the reasonable control of BBTP and which were not reasonably foreseeable at the time of activation of the Platform and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the party concerned. Events of force majeure shall include, for example, war, acts of government, natural disasters, epidemics,

pandemics, fire, breakdown on telecommunications infrastructure and explosions and labour disputes.

## **15 COMPLIANCE WITH LAWS; REPORTING OBLIGATIONS**

15.1 Each User shall be liable to ensure that it complies with all applicable laws in relation to its activities in connection with its use of the Platform and the Assignments. In particular, each relevant User shall in relation to the Assignments, Orders and Client Orders comply with its statutory obligations applicable to the relevant Assignment, Order or Client Order (including but not limited to that the Assignments are carried out in compliance with laws), and BBTP shall have no liability for the Users compliance with laws in relation to the same.

15.2 Without limiting the generality of the foregoing, each Member and Partner shall have the obligation to provide BBTP on a quarterly basis with information regarding the turnover from the Assignments entered into by the respective Party on the Platform as well as names of the Parties and other information required under applicable laws for the purposes of BBTP's compliance with the EU directive 2021/514, as well as other information that may be reasonably required by BBTP in order to comply with its statutory obligations from time to time. BBTP may provide further instructions regarding these reporting obligations separately in writing. In the event the relevant Party fails to provide the required information, BBTP shall have the right to immediately suspend the respective User's use of the Platform and to terminate the Agreement with the respective User. The Parties acknowledge that BBTP will report such information to the extent necessary to the competent tax and other authorities in order to comply with its statutory obligations.

## **16 VALIDITY AND TERMINATION**

16.1 These Platform Terms shall apply and bind the Users as long as the User uses the Platform or any materials provided via the Platform.

16.2 For the sake of clarity, the validity and termination provisions of each Order or Client Order are set forth in the respective Order or Client Order.

16.3 BBTS has the right to terminate a User's Agreement with immediate effect and without any liability to the User if the User breaches these Platform Terms, misuses the Platform or in the event BBTP has a reason to believe that the User does not have the right to represent the User organisation indicated by the User.

16.4 In addition to the suspension right provided in these Platform Terms in case of the User's failure to make required payments when they are due, BBTP shall have the right to terminate the User's right to use the Platform with immediate effect upon written notice to the User if the User commits a material breach of these Platform Terms in question and such breach (if capable being remedied) is not remedied within ten (10) calendar days of written notice thereof. BBTP shall have also the right to terminate the User's right to use the Platform with immediate effect upon written notice to the User if it becomes evident that the User will commit a material breach of the Platform Terms.

16.5 In addition, BBTP may terminate the Agreement at any time for convenience subject to 30 days' notice to the User. In such event, BBTP will refund the User pro rata the part of

the fees paid in advance by the User for the use of the Platform corresponding to the time after the termination.

**17 CHANGES TO THE PLATFORM TERMS**

- 17.1 BBTP reserves the right to make changes to these Platform Terms at its sole discretion.
- 17.2 When a User continues to use the Platform after amendments have been made thereto, they are deemed to have accepted said changes. It is the User's responsibility to review the Platform Terms from time to time.
- 17.3 If BBTP makes significant changes, it will notify Users by reasonable means, for example, by posting notice of such changes on the Platform or by sending an email to Users.

**18 ASSIGNMENT OF THE AGREEMENT**

BBTP shall have the right to assign the Agreement with the User to its Affiliates and to a third party in connection with a sale of its business and/or assets to which this Agreement relates or in connection with an equivalent business transaction. The Users shall not have the right to assign the Agreement.

**19 GOVERNING LAW AND DISPUTES**

- 19.1 These Platform Terms and the Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.
- 19.2 Any dispute, controversy or claim arising out of or relating to these Platform Terms or the Agreement, 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 (1). The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish or English.
- 19.3 For clarity, any disputes between the Users concerning the Assignments will be settled in accordance with the dispute resolution provisions included in the relevant agreement (Order or Client Order).

## CHAPTER II: ROLE-SPECIFIC TERMS

### 20 SPECIAL TERMS FOR MEMBERS

The Member-specific provisions in this Section 20 of the Platform Terms shall apply to the Members in addition to the general obligations applicable to all Users set forth above. The Members' obligations regarding the Assignments are set forth in the relevant Orders and thereto related documents, to which BBTP is not a party.

#### 20.1 Role of the Members

20.1.1 The Members may be individuals or companies that provide their services to the Clients to act as interim managers or experts. **The Members are not employees of the Partners or the Clients (nor BBTP) in relation to the Assignments, and they shall be responsible for any employment-related obligations applicable to them from time to time.**

20.1.2 **It is expressly agreed and acknowledged by the Member that BBTP is not a party to the agreements between the Partner and/or the Client and the Member**, and that BBTP only acts as the provider of the Platform. Therefore, BBTP shall not be liable towards the Member for the acts or omissions of the Partner, the Client or any other parties.

#### 20.2 General obligations of the Members

The Members shall be responsible for the following key obligations in addition to the general obligations applicable to all Users and such obligations as may be separately agreed regarding each Assignment:

- (i) The Members warrants that they are legally able to contract and use the Platform in accordance with these Platform Terms and to enter into the requested agreements regarding the Assignments.
- (ii) The Member is obliged to ensure that any information provided by the Member on the Platform or in relation to the Assignments, including any information regarding their background and capabilities (such as relevant cv and other background information) is accurate. The information must be immediately updated in the event of change. The Member agrees that the provision of correct information regarding the Member's capabilities and background is of the essence in the Client's selection process and the Assignments.
- (iii) The Member agrees to upload on the Platform the requested documents concerning them needed under applicable laws in order to comply with obligations in the fight against illicit employment, as well as with the rules of transparency (KYC) in the fight against tax fraud, money laundering and the financing of terrorism. Furthermore, with respect to Assignments carried out in Finland, as applicable, the Member shall when requested provide the Partner and/or Client with documentation and information required by section 5 of the Act on the Contractor's Obligations and Liability when Work is Contracted Out (1233/2006) including without limitation: (i)

an account of whether the enterprise is entered in the Prepayment Register in compliance with the Act on Prepayment of Tax (1118/1996) and the Employer Register, and is registered as VAT-liable in the Value Added Tax Register in compliance with the Value Added Tax Act (1501/1993); (ii) an extract from the Trade Register; (iii) a certificate of tax payment or of tax debt, or an account that a payment plan has been made regarding a tax debt; (iv) certificates of pension insurances taken out and of pension insurance premiums paid, or an account that a payment agreement on outstanding pension insurance premiums has been made; and (v) an account of the collective agreement or the principal terms of employment applicable to the work. In the event of the laws of the jurisdiction where the Assignment is carried out (other than Finland) requires providing equivalent documentation, the Member shall be liable to provide such documentation to the Client and/or Partner, in addition to any other documentation reasonably requested by the Client, Partner and/or BBTP in order to comply with the Client's, Partner's or BBTP's statutory obligations.

- (iv) In addition to the aforesaid, the Member shall provide BBTP, the Partner and the Client, as applicable, with all additional information and documentation when requested that is required to draw up the invoices and enter into agreements concerning Assignments or to comply with the respective Party's statutory obligations.
- (v) The Member acknowledges that the updating of all information relating to the Member's background, legal, accounting and tax situation is essential for the performance of the Assignment and the Order and/or Client Order, and therefore undertakes to inform, as applicable, BBTP, the Partner and the Client without delay of any change that may affect its performance.
- (vi) The Member commits to carry out all the declarations and formalities necessary for his/her activity, as well as to fulfil all his/her legal, social, administrative and tax obligations and all the specific obligations that apply to them under the Finnish and/or foreign law applicable to them in the course of his/her business and the use of the Platform and carrying out the Assignments.
- (vii) The Member shall carry out all Assignments with all due care and diligence, and in accordance with the applicable Order or Client Order, as applicable. The Member shall ensure that the relevant Interim Manager (a) is available for the performance of the Assignment in accordance with the Order in question; (b) complies with the orders and instructions of the Client; (c) complies with all written security policies, procedures and instructions of the Client, the content of which has been disclosed by the Client to the Member in advance, and (d) performs the Assignment with due care and with the professional skill required for the tasks. The Member shall hold BBTP harmless against any claims from the Partner or the Client with respect to each Order or Client Order, as applicable.

### **20.2.1 Confidentiality and intellectual property rights**

20.2.2 The Member shall keep in confidence all Confidential Information received from another User under or in relation to this Agreement, including any discussions relating to any

potential Assignment and/or appointment to a position. It is acknowledged that all Material is Confidential Information of the Client. The Member shall have the right to (a) use and copy Confidential Information only to the extent necessary for the purposes of this Agreement and the Assignment; (b) disclose Confidential Information only to those of its own or hired employees with a need to know such Confidential Information for the purposes of this Agreement and the Assignment. The Member shall protect Confidential Information in the same manner that it protects the confidentiality of its own proprietary information of same nature but in any event with a reasonable degree of care.

- 20.2.3 Unless otherwise expressly agreed in the Order and/or Client Order or other agreement regarding an Assignment, as applicable, copyright and all other intellectual property rights and title to the Material (including any and all amendments, changes and enhancements thereto) shall belong solely to the Client without any separate compensation for the assigned intellectual property rights. The Member assigns, and warrants that the relevant Interim Manager will assign, copyright and all other intellectual property rights to the Material to the Client in question. The copyright and other intellectual property rights hereby assigned include also the free right to (i) make changes to the Material and (ii) assign such rights to any third party in whole or in part. The Member represents and warrants that where applicable, each Interim Manager of the Member is bound by an employment or service agreement and/or provisions of applicable law necessary to convey to the Client the rights herein granted.
- 20.2.4 The Member shall have the right to use, modify and make copies of the Material only for the purposes of carrying out the Assignment.
- 20.2.5 All Material is provided on "as is" basis. The Client shall be solely responsible for the use and suitability of the Material for the Client's purposes.
- 20.2.6 The Member shall ensure that the Member (and as applicable, Interim Manager) provides all Material in its current form to the Client upon completion and/or expiration of the Order, and, at the request of the Client, at any time during the performance of the Assignment. Furthermore, the Member shall ensure that upon the Client's or Partner's request at any time and upon termination of the Assignment in question for whatever reason, the Member promptly returns to the Client all of the Client Tools.
- 20.2.7 This Section 20.2 shall survive termination of this Agreement.

### **20.3 Insurance**

- 20.3.1 When the Member enters into an agreement (Order or Client Order) regarding an Assignment via the Platform using the agreement templates provided on the Platform, the Member's relevant Interim Manager(s) indicated in the Order or Client Order shall, subject to payment of all fees payable to BBTP under the Agreement and subject to the applicable insurance policy, during the term of the Assignment only, be entitled to insurance coverage under a liability insurance obtained by BBTP for the purposes of the Assignment (the "**BBTP Insurance**"). The BBTP Insurance coverage shall be subject to the terms and conditions of IF Vahinkovakuutus Oyj available here: [ADD LINK]. For clarity, the BBTP Insurance shall only apply to the Assignments entered into via the Platform and shall only cover the Interim Manger(s) indicated in the Order/Client Order, and shall not apply to any other activities of the Member. The BBTP Insurance will not be valid if the relevant Parties

have made amendments to the agreement templates that have not been expressly authorised by BBTP.

20.3.2 In addition to the BBTP Insurance, each Member shall have the obligation to obtain and keep in force any insurances required by law to be obtained by the Member regarding their activity.



## 21 SPECIAL TERMS FOR PARTNERS

### 21.1 Role of the Partner and entry into agreements regarding Assignments

21.1.1 If the Client Order is entered into between the Partner and the Client, the Partner shall be the contracting party towards the Client for the Assignments and the Client Orders and the Partner shall be liable towards the Client for the fulfilment of the Assignment and the Client Orders. The Partner shall indemnify and hold BBTP harmless from and against any claims by the Client towards BBTP in relation to the Assignments.

21.1.2 Respectively, the Partner shall be liable for the fulfilment of its obligations under each Order towards the Member. The Partner shall indemnify and hold BBTP harmless from and against any claims by the Member towards BBTP in relation to the Orders.

21.1.3 **The Partner shall use only the agreement templates provided by BBTP via the Platform for the purposes of the Assignments.** This includes the agreements between the Partner and the Client (including the applicable general terms (the Client Terms)) and the agreements between the Partner and the Member (including the applicable general terms (the Partner Terms)). **The Partner shall ensure and satisfy itself that the agreement templates are suitable for the Assignments. It is expressly acknowledged and agreed that BBTP is not a party to the said agreements and is not liable for any of the parties' obligations thereunder.**

### 21.2 General obligations of the Partner

21.2.1 The Partner shall be responsible for the following key obligations in addition to the general obligations applicable to all Users and such obligations as may be separately agreed regarding each Assignment

- (i) The Partner warrants that they are legally able to contract and use the Platform in accordance with these Platform Terms and to enter into the relevant agreements (including Orders and Client Orders) regarding the Assignments.
- (ii) The Partner shall ensure that any information provided by the Partner on the Platform or in relation to the Assignments is accurate. The information must be immediately updated in the event of change.
- (iii) The Partner shall provide BBTP, the Member and the Client, as applicable, with all information that is necessary and required to draw up the invoices and enter into agreements concerning Assignments or to comply with the respective Party's statutory obligations.
- (iv) The Partner commits to carry out all the declarations and formalities necessary for his/her activity, as well as to fulfil all his/her legal, social, administrative and tax obligations and all the specific obligations that apply to them under the Finnish and/or foreign law applicable to them in the course of his/her business and the use of the Platform and carrying out the Assignments

- (v) The Partner shall keep BBTP informed of any material developments and occurrences regarding the Order and each Assignment and the relationship with the Client. This shall include but not be limited to regularly informing BBTP of any feedback received by the Partner or the Interim Manager from the Client and promptly informing BBTP of any reclamations of the Client towards any of the relevant parties.
- (vi) Respectively, the Partner shall also act as the main contact towards the Member and shall be responsible for the acts and omissions of the Member as further stipulated in the Order.
- (vii) The Partner shall be responsible for the processing of the Members' and the Clients' personal data in relation to the Assignments and shall comply with applicable data protection legislation, including GDPR. The Partner shall inform the other relevant Parties of their data processing practices in accordance with applicable legislation.
- (viii) The Partner shall be responsible that it complies with all applicable laws in relation to each Order, Client Order and Assignment.

## 22 SPECIAL TERMS FOR CLIENTS

22.1.1 The Client shall be the contracting party towards the Partner and/or Member for the Assignments and shall be liable towards the Partner and/or Member for the fulfilment of its obligations under the Client Orders. The Client shall indemnify and hold BBTP harmless from and against any claims by the other Users towards BBTP in relation to the Assignments.

22.1.2 The Client shall use only the agreement templates provided by BBTP via the Platform for the purposes of the Assignments. **The Client shall ensure and satisfy itself that the agreement templates are suitable for the assignments. It is expressly acknowledged and agreed that BBTP is not a party to the said agreements and is not liable for any of the parties' obligations thereunder.**

22.1.3 The Client shall be responsible for the following key obligations in addition to the general obligations applicable to all Users and such obligations as may be separately agreed regarding each Assignment under the relevant agreements:

- (i) The Client shall ensure that any information provided by the Client on the Platform or in relation to the Assignments is accurate. The information must be immediately updated in the event of change.
- (ii) The Client shall provide BBTP and the Member, as applicable, with all information that is necessary and required to draw up the invoices and enter into agreements concerning Assignments or to comply with the respective Party's statutory obligations.
- (iii) The Client commits to carry out all the declarations and formalities necessary for his/her activity, as well as to fulfil all his/her legal, social, administrative and tax obligations and all the specific obligations that apply to them under the Finnish and/or foreign law applicable to them in the course of his/her business and the use of the Platform and carrying out the Assignments
- (iv) The Client undertakes to provide any Partner and Member with whom they enter into contact via the Platform with sufficiently detailed and accurate information regarding each Assignment. In this respect, the Client undertakes to make any precisions necessary so that the description in the Assignment offer is as accurate as possible and does not mislead the Partner and/or Member.
- (v) The Client shall be responsible for the processing of the Members' personal data in relation to the Assignments, and shall ensure that they comply with applicable data protection legislation, including GDPR. The Client shall inform the other Parties of their data processing practices in accordance with applicable data protection legislation.
- (vi) The Client shall be liable to make all the payments agreed under each Order and/or Client Order to the relevant other Users in a timely manner.

- (vii) The Client shall be responsible that it complies with all applicable laws in relation to each Client Order and Assignment.