

HOWSPACE – GENERAL PARTNERSHIP TERMS AND CONDITIONS

Howspace Oy (Business ID 2153753-6), Lönnrotinkatu 5, 00120 HELSINKI (“**Howspace**”) has developed a web-based engagement and collaboration platform (“**Platform**”), which Howspace’s customers can use in their internal business operations.

Partner wishes to perform affiliate marketing for the benefit of Howspace and promote the Platform for subscription to new end-customer organizations (“**Services**”).

The purpose of these General Partnership Terms and Conditions (“**Agreement**”) is to agree on the terms under which the Partner provides the Services to Howspace.

By accepting this Agreement e.g., by email or by clicking a box referring to this Agreement, Partner accepts this Agreement in its entirety, and a binding agreement is formed between Howspace and the Partner.

If you cannot or do not agree to all terms and conditions of this Agreement, or if you are not eligible or authorized to do so, you should not accept this Agreement as set out above.

Howspace and the Partner are hereinafter referred to as the “**Parties**” or individually a “**Party**”.

1 PROVISION OF SERVICES

1.1 The Services provided by the Partner to Howspace under this Agreement include the following performances:

- (i) seeking and identifying new third-party customer prospects interested in the Platform;
- (ii) promoting the Platform to such customer prospects; and
- (iii) referring the prospective customers who wish to subscribe to the Platform (“**Prospective Customer(s)**”) to Howspace by providing the Prospective Customers with a link to the Platform (“**Affiliate Link**”) through which the Prospective Customers can subscribe thereto; or
- (iv) referring the Prospective Customers to Howspace by providing the Partner’s contact

person at Howspace with information relating to the Prospective Customers as requested by Howspace.

1.2 The following conditions shall be met in order for a Prospective Customer to be considered a successful lead referred to Howspace by the Partner and entitling the Partner to the remuneration set out in Section 3 below (“**Successful Lead**”):

- 1) an active relationship does not exist between Howspace and the Prospective Customer prior to Partner referring the Prospective Customer to Howspace either through the Affiliate Link or otherwise. Howspace will inform the Partner of an existing relationship without unnecessary delay. For clarity, relationship exists if Howspace has met or been in contact with the Prospective Customer onsite, online or on the telephone, prior to the Prospective Customer being referred to Howspace by the Partner, and an active sales process exists between Howspace and the Prospective Customer;
- 2) the sales process initiated by the Partner by referring the Prospective Customer to Howspace leads to the conclusion of a customer agreement between Howspace and the Prospective Customer. For clarity, if the sales process initiated by the Partner does not lead to the conclusion of a customer contract and the process is marked as lost by Howspace, and a new sales process with the same Prospective Customer is later initiated without the influence of the Partner, and such process then leads to the conclusion of a customer agreement, the Prospective Customer is not considered a Successful Lead of the Partner. The Partner may, however, refer the same Prospective Customer to Howspace again in accordance with Section 1.1 which may then result in a Successful Lead if all the preconditions set out in this Section 1.2 are met.
- 3) if the Prospective Customer is referred to Howspace through the Affiliate Link, the Prospective Customer shall provide his/her contact information to Howspace within ninety (90) days from clicking

the Affiliate Link. For clarity, the tracking cookie relating to each Affiliate Link expires after ninety (90) days, unless otherwise informed by Howspace.

- 1.3 The Partner shall have no authority to make customer contracts on behalf of Howspace or, in any way, bind Howspace towards third parties. Any agreements pertaining to the use of the Platform are always concluded between Howspace and the Prospective Customers at the sole discretion of Howspace.
- 1.4 For clarity, Howspace shall collect all fees and payments from the Successful Leads pertaining to the use of the Platform.
- 1.5 Partner shall not offer any information or give any warranties related to the Platform different from that/those communicated in writing by Howspace.

2 RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1 The Partner undertakes to act in a workmanlike manner in all its duties.
- 2.2 Howspace shall provide the Affiliate Link to the Partner. For clarity, Partner is entitled to provide the Services to Howspace also without using the Affiliate Link as set out above.
- 2.3 Partner's appointment shall be non-exclusive, and nothing set out in this Agreement prevents Howspace from producing similar services by itself or obtaining similar services from any third party.
- 2.4 Howspace retains the sole discretion to modify, update, or change any or all parts of the Platform, as well as its customer terms and conditions, at any time. Howspace shall have the right to suspend or terminate the access of the Successful Leads to the Platform in accordance with its customer terms and conditions without being liable to the Partner for any losses of income or damages arising out of or relating to such suspension or termination.
- 2.5 If Howspace disables the Platform, Howspace shall inform the Partner thereof in advance or, if this is not possible, without undue delay after receiving information about the interruption and its expected duration.

- 2.6 The Parties shall be deemed independent contractors, and under no circumstances shall the Partner be deemed an employee of Howspace. Partner shall be solely responsible for its tax obligations and for obtaining any statutory employment and social security insurances.

3 FEES AND PAYMENT

- 3.1 As sole and total compensation for the Services provided under this Agreement and subject to the Partner's compliance with the terms and conditions of this Agreement, Howspace shall pay to the Partner the remuneration set out in this Section 3.
- 3.2 Howspace will charge a monthly fee from the Successful Leads, who have subscribed to the Platform. Partner shall receive a revenue share of twenty percent (20%) of each monthly fee invoiced by Howspace and paid by the Successful Lead during the whole customership of the Successful Lead ("**Revenue Share**").
- 3.3 The Revenue Share is capped to 10,000.00 EUR per each Successful Lead during a calendar year.
- 3.4 Howspace shall send the Partner quarterly reports of accrued subscription fees charged from the Successful Leads and a calculation of the Revenue Share with respect to each Successful Lead. Howspace will pay the Revenue Shares to the Partner once in every calendar quarter based on the quarterly reports.
- 3.5 The Revenue Share shall be calculated from the non-refundable net cash subscription fees actually collected by Howspace from Successful Leads directly pertaining to the use of the Platform, i.e., any taxes and other payments payable to third parties directly relating to the subscription fees paid by the respective Successful Lead shall be deducted from such fees before the Revenue Share is calculated. For clarity, the Revenue Share shall concern solely the direct use fees collected from the Successful Leads. Any and all additional services ordered or purchases made by any Successful Lead shall be excluded from the Revenue Share.
- 3.6 All payments payable under this Agreement are exclusive of VAT, which shall be added to invoices where applicable in accordance with the applicable laws, rules, and regulations.

- 3.7 Partner shall be liable for its own costs and expenses arising out of its performance of its obligations under this Agreement. The remuneration agreed herein shall constitute the entire compensation and reward for the Services provided by the Partner to Howspace, and no other fees or provisions shall be payable unless separately otherwise agreed. Howspace gives no guarantees concerning the remunerations, or the amounts thereof, to be paid to the Partner in accordance with this Agreement.

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 Howspace grants the Partner a limited, non-exclusive, non-transferable, and revocable right to use the Platform in order to promote the Platform to Prospective Customers in accordance with this Agreement and during the term of this Agreement. The Partner shall use the Platform through its own individualized encrypted URL link.
- 4.2 The Partner has no right to (i) decrypt the Platform or obtain the source code of the Platform through reverse engineering or other means; (ii) license or sublicense the Platform or grant a third party a right to use the Platform; (iii) use the Platform for any other purposes than for fulfilling its obligations in accordance with this Agreement; (vi) use the Platform for purposes which may interfere with the use of the Platform by Howspace or its customers; (vi) use the Platform for illegal purposes or for violations of intellectual property rights or other rights of third parties; or (vii) begin to develop another electronic platform which competes with the Platform.
- 4.3 Howspace has the right to block the Partner's access to the Platform without prior notice if Howspace reasonably suspects that the Partner has violated the terms of this Agreement.
- 4.4 Howspace also grants the Partner a non-exclusive, non-transferable, royalty-free, revocable, and limited license (without the right to grant sublicenses) to use Howspace's Trademarks (as defined below) during the term of this Agreement solely in connection with the marketing of the Platform in compliance with any guidelines set out by Howspace. The Partner agrees not to register or attempt to register any trademark, trade name, domain name, email address, or social media account that is confusingly similar to any Trademark in any

territory. For the purposes of this Agreement, "**Trademarks**" shall mean the registered or unregistered trademarks, symbols, service marks, logos, slogans, and other commercial marks of Howspace.

5 CONFIDENTIALITY AND PERSONAL DATA

- 5.1 Both Parties shall keep confidential this Agreement and the content hereof as well as other Party's trade secrets and other confidential information, irrespective of whether marked as confidential or not.
- 5.2 This confidentiality obligation shall be in force during the validity of this Agreement and six (6) years from the expiration or termination thereof.
- 5.3 Personal data related to the Prospective Customers, which is included in the Party's own customer register or other registers, is owned by the said Party, and the said Party shall independently decide on the purposes and means of the processing of personal data. Due to the foregoing, each Party is considered a data controller with respect to such personal data.

6 LIMITATION OF LIABILITY

- 6.1 Neither Party shall be liable for any indirect damages incurred by the other Party under or in connection with this Agreement.
- 6.2 The total aggregate liability of Howspace towards the Partner shall be limited to the amount of the Revenue Shares paid by Howspace to the Partner for the full calendar year preceding the event for which damages are claimed.
- 6.3 The limitations of liability set forth in this Section shall not apply in cases of intentional misconduct or gross negligence and breaches of Section 4 (Intellectual property rights) or Section 5 (Confidentiality and personal data) of this Agreement.

7 TERM AND TERMINATION

- 7.1 This Agreement shall become effective when duly accepted by the Partner as set out in this Agreement. The Agreement shall stay in force until further notice. This Agreement can be terminated by either Party with a thirty (30) days prior written notice.

7.2 A Party may terminate this Agreement with immediate effect by written notice, if the other Party materially breaches this Agreement and fails to cure such breach within fourteen (14) days of being notified thereof, provided that such breach is curable.

7.3 Upon the termination of this Agreement, the Partner shall be entitled to receive a reasonable remuneration from Howspace, if and to the extent the Partner has brought a significant amount of Successful Leads or significantly increased the volume of Howspace's business, and Howspace continues to gain substantial profit from the business with such Successful Leads, and if and to the extent the payment of the remuneration can be deemed reasonable having regard to the commission lost by the Partner on the transactions with such Successful Leads, and to all other relevant circumstances. The Parties shall agree separately on the amount of the remuneration. However, the remuneration shall not exceed the average Revenue Share of one year received by the Partner during the validity of this Agreement, calculated from the average annual remuneration over the preceding five years. If this Agreement has been in force for less than five years, the average remuneration shall be calculated from the total remuneration paid during the period of validity of this Agreement. The remuneration set out in this Section 7.3 shall be the Partner's sole and exclusive compensation in the event this Agreement is terminated.

7.4 Any terms and conditions that by their nature or otherwise reasonably should survive termination or expiry of this Agreement shall be deemed to survive.

8 APPLICABLE LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed by and construed in accordance with the laws of Finland without regard to its principles and rules on conflict of laws.

8.2 Any disputes arising from this Agreement shall primarily be attempted to be settled by negotiations between the Parties. If the Parties cannot reach a consensus by way of negotiation within sixty (60) days from the first notice of dispute, any dispute, controversy, or claim arising out of or relating to this Agreement shall be 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 proceedings shall be Finnish or English.

9 AMENDMENTS TO THIS AGREEMENT

9.1 Howspace is entitled to amend this Agreement by publishing the amended Agreement on Howspace's website and providing Partner with notice thereof to the email address the Partner has submitted to Howspace. The amended Agreement will become effective within 30 days after it has been published, and the Partner has been informed of the amendments.

9.2 The Partner is entitled to terminate this Agreement on the effective day of the changes. By continuing to provide the Services to Howspace despite being informed of the amendments, Partner accepts the amendments.

10 MISCELLANEOUS

10.1 This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements relating to the subject matter hereof.

10.2 If any provision contained in this Agreement is deemed invalid or unenforceable in any respect under any applicable law, the validity and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired. The Parties hereby agree to make all reasonable efforts and take all necessary action to replace such provision by valid provisions which reflect, as far as possible, the intention of the provision so replaced.