

1. **Services.** Bou Oy (Agency) offers a variety of [marketing, design] services to businesses. By engaging us, you (Client) agree to the Terms and Service Agreement (Agreement) set forth below. If you have questions, or if we may be of any service, please do not hesitate to contact us. Agency provides its services on a local, national and international basis. As such, we might submit information on your behalf to social media sites and search engine providers for whom you must agree to their terms and conditions. Agency will not share your information with any business other than in the course of securing online advertising and marketing services on your behalf.
2. **Advertising Material.** Agency has the right to place information pertaining to your business on any of the social media, publisher, and search provider websites, such as those listed above, and you authorize Agency to develop content based on information or material provided by you or your designees and collected by Agency including copy, form, size, text, graphics, names, addresses, phone numbers, URLs, logos, trade names, trademarks, service marks, endorsements, photographs or likenesses, and videos. Further, you represent that the material and information you provide to Agency is truthful, not misleading, and that you have the authority to represent this product and service information to Agency.
3. **Client's Obligations.** The Client shall provide assistance, technical information and decisions to the Agency, as reasonably required by the Agency in sufficient time to facilitate the execution of its efforts in accordance with any estimated delivery dates and/or milestones. The Client agrees to work closely with Agency to provide regular information and feedback so Agency can create fresh content and make adjustments to marketing efforts, accordingly. The Client shall have sole responsibility for ensuring the accuracy of all information provided to the Agency and warrants and undertakes to the Agency that the Client's employees assisting in the execution of an effort have the necessary skills and authority.

4. **Taxes.** In the event that any taxes are imposed in connection with services produced by the Agency, these taxes will be assumed and paid by the Client.
5. **Termination.** The Agency may reject its service order and/or immediately terminate this Agreement, upon notice to Client for any of the following reasons: (a) if the Client fails to make payment when due or otherwise fails to perform any of the provisions of this Agreement, (b) if the Client makes an assignment for the benefit of creditors, (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed by or against the Client, (d) if the Client ceases doing business or is likely to cease doing business or (e) in the opinion of the Agency, the credit of the Client is or may be impaired. If this Agreement is terminated for any of these reasons, Client will nevertheless remain liable for balances due on any products and services that were purchased, whether billed or unbilled, and Agency will send an invoice to Client, which Client agrees to promptly pay.
6. **Cancellation.** If Client seeks to cancel services prior to expiration of the term, they may cancel with 30 days written notice provided that they immediately pay all outstanding invoices, the hourly rate for any hours used beyond those included in Agreement, and a cancellation fee equal to one month's service fees under Agreement.
7. **Errors.** The Client may not claim a breach, terminate or cancel this Agreement if there are typographical errors, incorrect ad placements, under deliveries, omissions or errors in advertising, social media and website content provided by the Agency. The Agency agrees to take corrective action within 2 business days of notification by the Client, that portion of the advertising, website or social media content which may have been rendered valueless by such typographical errors, incorrect ad placements, under deliveries or omission of copy, unless such error arose due to the error or omission of Client, or after the advertisement, website or social media content had been set and proofed or otherwise confirmed by the Client or the advertisement was submitted after start date. The Agency will not be liable to Client for any loss or damage that results from a typographical

error, incorrect ad placement, under delivery, omission or error related to the products and services it provides.

- 8. **Intellectual Property Rights.** All advertising artwork and copy which represents the creative effort of the Agency and/or utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Agency, or the relevant third party from whom the Agency has acquired a right of use, including all rights of copyright therein. Client understands and agrees that it cannot authorize photographic or other reproductions, in whole or in part, of any such advertising copy for use in any other advertising medium without payment for creative services to the Agency. All logos, website and social media content is considered to be owned by the Client once it has received final approval to go live and payment in full has been received and may be reused, shared and reproduced by the Client.

- 9. **Disclaimer of Warranties.** To the maximum extent permitted by applicable law, Agency and its suppliers disclaim all warranties not expressly set forth in this document, whether express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to Agency services.

- 10. **Indemnity:** Client agrees to indemnify and hold harmless Agency, its owners and employees from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to Agency's use of materials furnished by Client (including but not limited to, logos, slogans, trademarks, written content, photographs, video, music and fonts). Information or data obtained by us from you to substantiate claims made in marketing deliverables shall also be deemed to be "materials furnished by you." Such claims may include claims for invasion of privacy, defamation, patent, trademark, copyright or other intellectual property claims. Additionally, Client agrees to indemnify and hold harmless Agency, its owners and employees against any and all

allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to business ideas, innovations, concepts, websites, web-based applications and the like that Client has generated and has asked Agency to develop or implement. For example, if you have an idea for a web application, we develop it, and it is determined that the application's functionality violates another company's patent, you will indemnify Agency for any claims instituted by the third party. Agency does not take responsibility for determining whether your business ideas, business plans, concepts or innovations may interfere with another party's rights or are otherwise in compliance with applicable law. You warrant that any business ideas, business plans, concepts or innovations that you have presented to Agency and asked Agency to create deliverables for are compliant with applicable federal, state and local laws, rules and regulations.

11. **Limitation of Liability:** IN NO EVENT SHALL AGENCY BE LIABLE TO CLIENT FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA OR LOSSES AS A RESULT OF DISCLOSURE OF USER CONTENT OR OTHER DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH AGENCY'S PRODUCTS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF AGENCY EXCEED ANY COMPENSATION PAID BY YOU TO AGENCY FOR ITS PRODUCTS OR SERVICES.
12. **Excusable Delays.** The Agency will not be liable for any damages related to delay or failure to perform due to causes beyond its control, including but not limited to, fire, strike, work stoppage or other labor interruption, freight embargo, terrorism, sabotage, war, civil disturbance, governmental action, rules or regulations, failure of machinery, equipment or information systems, failure of suppliers and digital partners, the elements, flooding, power outages or interruptions or acts of God. The Agency's inability or failure to

perform will not constitute a breach of this Agreement. Performance by the Agency of its obligations under this Agreement will be suspended during this type of delay or failure to perform. The Client may, however, terminate this Agreement if suspension lasts more than thirty (30) days.

- 13. **No Waiver.** The Agency's failure to insist upon the performance by the Client of any term or condition of this Agreement or to exercise any of the Agency's rights under this Agreement on one or more occasions will not result in a waiver or loss of the Agency's right to require future performance of these terms and conditions or to exercise its rights in the future.
- 14. **Assignment.** Agency may assign, delegate or subcontract any rights or obligations under this Agreement.
- 15. **Governing Law/Venue:** This Agreement shall be governed by and construed in accordance with the laws of Finland.
- 16. **Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect in such jurisdiction and will be liberally construed to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction.
- 17. **Miscellaneous.** All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement and the Agency's current rate cards constitute the entire agreement between the parties and supersede and cancel any prior agreements, representations or communications, whether oral or written, between the parties relating to the subject matter of this Agreement. This Agreement may not be changed orally and may only be amended in writing and signed by both parties.
- 18. **Authority.** The person(s) signing this Agreement certifies that (s)he is lawfully authorized to purchase services on behalf of their respective

company.

19. **Execution and Term.** Terms and conditions of this Agreement are binding on both parties on the date the Agreement is signed and/or payment is made and continue for a period of 12 months. Upon completion of the 12 month period, services will continue on a month-to-month basis until Client provides a written 30 day cancellation notice.