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Service Agreement

Appendix 3: Posti Group -Purchasing Terms and Conditions for Transportation Services

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PURCHASING TERMS AND CONDITIONS FOR TRANSPORTATION SERVICES

These Purchasing Terms and Conditions for Transportation Services shall apply to purchases of Transportation Services ("Service") made by a Posti Group company ("Customer") from a transportation company ("Supplier"). "Customer" refers to the affiliated company of the Posti Group defined as the Party to the Agreement and all the other affiliated companies of the Posti Group. Each Posti Group affiliated company shall make orders independently under the Agreement and shall be solely responsible for the contractual obligations related to that order. These Purchasing Terms and Conditions for Transportation Services are part of the Agreement between the Parties.

1 SUPPLIER

1.1 Permits and insurances

Supplier shall ensure that it has all the necessary permits, registrations and licenses needed to perform the Service.

Supplier shall have, as per standard practices, valid liability insurance. Supplier shall ensure that its liability insurance also covers responsibilities and obligations connected to possible handling of personal data.

If Customer so demands, Supplier shall present a written clarification of the existence of the permits, registrations, licenses and insurances referred to herein. Supplier shall procure, at its cost and without delay, all such permits, registrations, licenses and insurances which Customer considers necessary to fulfil obligations based on this sub-clause.

1.1. Act on Contractor Obligations

If the Supplier is based in Finland, both the Supplier and its subcontractors must be members of the "Reliable Partner" service of Vastuu Group.

If the Supplier or its subcontractor is based outside Finland, they shall deliver to Customer all documents required by the Finnish Act on Contractor Obligations such as extract from trade register, certificate on the payment of taxes or certificate on the tax debts including payment plan, certificates on the taking of pension insurance and payment of pension insurance payments, clarification of occupational healthcare arrangements and certificate on following the collective labor agreement applied in the field. Certificates may not be older than three (3) months.

1.2 Subcontractors

Both Parties have the right to use subcontractors when attending to their obligations under the Agreement. Using subcontractors shall not release a Party from its obligations under the Agreement. A Party shall be responsible for the operations of the subcontractors as if they were its own.

Supplier shall beforehand inform Customer in writing of its subcontractors (including subcontractor´s company details) and each subcontractor´s role in the Service delivery. Supplier shall not use subcontractor´s

subcontractors. In the same way Supplier, shall inform Customer in writing of all essential changes in subcontractors and their roles. Customer has the right, when justified (for example the subcontractor is not a legally registered company), to reject any Supplier subcontractor or require that Supplier shall not make the intended change in the subcontractor´s role or require that Supplier shall end co-operation with a certain subcontractor.

Supplier is under an obligation to co-operate with a subcontractor appointed by Customer.

1.3 Customer instructions

Supplier shall comply with Customer´s instructions and requirements valid from time to time such as Customer´s transportation plan, Supplier Code of Conduct or Customer´s instructions on handling personal data.

In case necessary, Supplier shall at its own cost adjust its operations to meet the new transportation plan, instructions and orders unless otherwise agreed by the Parties

Supplier shall act in accordance with Customer´s environmental targets. Supplier shall regularly report to Customer the information needed by Customer in its environmental accounts as separately agreed.

1.4 Security requirements

Supplier shall comply with the security definitions used by Customer from time to time when operating with Customer.

Supplier must immediately inform Customer if ID cards issued to Supplier's personnel, access credentials granting access to Customer's or its customers' premises, vehicle identifiers, keys or data collection devices are lost or stolen. Similarly, Supplier must inform Customer immediately of all safety risks and safety deviations related to the delivery relationship, such as lost items and suspicions of abuse.

In particular, Supplier must inform Customer (1) if there is the slightest doubt of attempted unauthorized access to the equipment or documents provided by Customer to Supplier or Supplier's fleet; and (2) of any damage, breakdowns, moisture damage etc.; and (3) occupational accidents and near-miss situations which have occurred when carrying out Customer's duties.

1.2. Sanctions

The Supplier warrants that no international sanctions, including but not limited to those imposed by the European Union, United Nations, United Kingdom, or United States legislation and/or authorities, have been imposed on: 1) the Supplier; 2) members of the Supplier's administrative, management, or supervisory bodies, or individuals exercising representation, decision-making, or supervisory powers; nor 3) the Supplier's direct or indirect owners. Furthermore, the Supplier warrants that neither its operations nor the Services violate the aforementioned sanctions. These requirements also apply to the Supplier's subcontractors.

The Supplier shall immediately notify the Customer if any of the above-mentioned sanctions are imposed on any of the parties referred to above, or if performances related to the Service may, either directly or indirectly, end up with or have ended up with a party subject to sanctions. For the avoidance of doubt, the Supplier or its subcontractors

may not, in connection with the Services, use services, products, or facilities whose performances could, either directly or indirectly, end up with or have ended up with a party subject to the aforementioned sanctions. The Supplier must ensure that its subcontractors are aware of and comply with this prohibition.

If 1) international sanctions are imposed on the Supplier or any of the above-mentioned parties, or 2) performances related to the Service may, either directly or indirectly, end up with or have ended up with a party subject to sanctions, the Customer may terminate the Agreement with immediate effect, in whole or in respect of those Services to which the sanctions apply. If the terms of this clause have been breached, the Supplier is liable to compensate the Customer for all damages incurred as a result.

1.5 Exclusive rights

The Agreement does not give Supplier exclusive rights to business with Customer. Customer may conclude agreements relating to the purchase of similar services also with other Suppliers.

Customer does not give Supplier any commitments connected to the amount of purchases unless otherwise agreed in the Agreement.

2 SUPPLIER`S PERSONNEL

Supplier's personnel must be professional, service-oriented, suitable for customer service duties, reliable, and speak Finnish. Supplier is responsible for the suitability and reliability of its personnel and that they comply with the Agreement with its appendices and Customer's instructions.

A person engaged in a transport task: (i) must behave in an appropriate way and dress as agreed, (ii) must not work under the influence of intoxicating or narcotic substances, (iii) must follow traffic rules and act politely towards other traffic and people.

The personnel of the Supplier and possible subcontractor shall, in case needed, be introduced to their work tasks in accordance with Customer´s introduction model before commencing the work. Supplier shall be responsible for the introduction, but the introduction may be made in co-operation with the Customer in case separately agreed. Supplier shall be responsible for the additional training as well as for maintaining and spreading the special skills required the Service to all of its own and its possible subcontractor´s personnel. In case adequate introduction is not given to the personnel of the Supplier and its subcontractors or they do not follow Customer´s instructions and requirements, Supplier shall be responsible for possible damages caused by this non-conformance.

Supplier reports Customer yearly the volume of vocational qualification follow-up training given to its drivers. The Supplier shall perform the drug abuse tests to its personnel in accordance with Customer´s substance abuse program.

If separately agreed, Supplier must contribute to obtaining a security clearance for drivers with access to certain locations (at Supplier's cost) as referred to in the Act on Background Checks (2002/177). Regarding designated locations, Customer has the right to require the advance approval of the driver by separate agreement before the driver begins carrying out Customer´s transportation tasks. Regarding designated locations, Customer has the right

to require by separate agreement that the drivers have an occupational safety card due to Customer's customer requirements.

Customer has the right, at any time without giving a reason, to demand that a specific driver no longer take care of the transportation tasks of Customer or its customer.

3 AGREEMENT

3.1 Agreement

Having entered force, the Agreement is the only document regarding object of the Agreement to be applied between the Parties. It replaces all tenders, agreements, negotiations, and correspondence as well as other documents drafted by the Parties or oral statements made before entering force of the Agreement regarding subject of the Agreement.

Supplier shall apply in addition to the regulations of the Agreement all current legislation when acting under the Agreement.

Supplier may not use the Agreement or the name of Customer in its marketing or other business communications without a separate written consent of Customer in each case.

3.2 Amendments and assignment

Amendments to the Agreement shall be drafted in writing by an amendment agreement accepted by both Parties. Unless otherwise agreed in connection with drafting an amendment agreement, later amendment agreements will take precedence over former ones.

A Party does not have the right to assign even part of the Agreement to a third party without the written consent of the other Party.

However, Customer has the right to assign the Agreement with its rights and obligations to an undertaking belonging to Posti Group by informing Supplier in writing thereof.

Further, Customer has the right to assign all or part of the Agreement to a third party to whom Customer conveys any business operation or an essential part of these operations utilizing the Agreement/Data.

3.3 Implementation

Supplier may not begin the actual implementation of the Agreement until the Agreement has entered force. Measures taken by Supplier prior to the Agreement being in force are performed at Supplier's own risk and expense and shall not in any way be binding or place obligations on Customer.

3.4 Applicable law and settlement of disputes

The Agreement is governed by Finnish law except for the United Nations Convention on Contracts for the International Sale of Goods and choice of law rules which would lead to the application of other than Finnish law.

Disputes arising from the Agreement which cannot be resolved by negotiation between the Parties shall be submitted to the Helsinki District Court for settlement.

The dispute can be left for final settlement by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland, if separately agreed upon by the Parties. The arbitration shall be held in Helsinki, in the English language.

3.5 Notices

A Party may send any notices relating to the Agreement to the other Party by letter or email at the address of the other

4 PRICING

4.1 Agreement pricing

The price given in the Agreement refers to the total price of the purchase, including all expenses of the purchase. Customer will not accept any additional fees marked on Supplier's invoices, unless otherwise specifically agreed in writing.

The Purchase price of the Service includes in addition to the price of the Services itself:

1) Indirect taxes and charges excluding VAT payable by Supplier when the Agreement enters force; and

2) Agreed governance tasks and documents

4.2 Taxes and payments

All prices in the Agreement are given without VAT. Value added tax will be added to the Purchase price and other prices as required by current legislation. Customer is liable to pay the VAT in accordance with the current legislation.

Supplier shall be liable for all other taxes and public charges.

If the amount or application of the payments paid by Supplier and directly affecting the Purchase price, such as taxes or other equivalent public fees, changes before the delivery time stated in the Agreement, Supplier has the right to adjust the Purchase price to correspond to the changes as of the date upon which they came into force.

Customer has the right to claim a credit invoice from Supplier, without penalty interest or other obligations, for all charges not in line with the Agreement. Supplier shall send a credit invoice against the faulty invoice. The term of payment of the invoice is counted from the date of the credit invoice.

Customer shall pay the invoice only to the account given in Supplier's invoice or otherwise notified by Supplier in writing.

4.3 Penalty interest

Regarding delayed payments, Customer shall pay only the penalty interest in accordance with the Finnish Interest Act. Customer is not liable to pay interest on late payment if the payment is late due to Supplier's error or delay or an incorrect or insufficient invoice.

5 CONFIDENTIALITY

5.1 Confidential information

Confidential information shall refer to the Agreement and any other information that has come to the knowledge of the Party connected to the Agreement and which has been marked confidential or is otherwise to be understood to be confidential, which may relate either to the Party that has given the information or its personnel or customers, their business or operating methods and which may be personal data, technical, commercial or financial in nature ("Confidential Information").

However, Confidential Information shall not include information which is not personal data and that:

1) Is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving Party; or

2) Was known to the receiving Party prior to disclosure by the disclosing Party; or

3) Is disclosed to the receiving Party by a third party who did not obtain such Confidential Information, directly or indirectly, from the disclosing Party or has received it from the disclosing Party without confidentiality obligation; or

4) Was independently developed (by personnel having no access to the Confidential Information) by the receiving Party; or

5) Is disclosed with the prior written approval of the disclosing Party; or

6) Is identified as non-confidential by the disclosing Party at the disclosure or upon a later request of the receiving Party.

5.2 The use of Confidential Information

The Party that has received Confidential Information undertakes to keep the Confidential Information of the other Party secret and it will use the same care and discretion to avoid disclosure, publication or dissemination of the other Party´s Confidential Information as it uses with its own similar information.

Supplier shall especially make sure that information on the transportation task is only given to those who need it to perform their work tasks. This includes the responsibility to make sure that the information concerning the transported goods, its recipients, and their information (such as name, address, and phone number) and routes is not given to any third party.

Neither Party has the right to utilize the Confidential Information of the other Party for any other purpose than to fulfil his obligations under the Agreement or to perform the contractual rights granted to it under the Agreement. For this purpose, either Party has the right to submit the information to its employees and subcontractors, however, only to the extent necessary.

Each Party undertakes to ensure that these third parties will observe the provisions of this Agreement. Each Party shall see to it that they have a written employment or other agreement sufficient to require that they will treat Confidential Information in accordance with this Agreement.

The confidentiality obligations of this Agreement shall, however, not restrict the receiving Party from handing over or disclosing Confidential Information to the extent it is compelled to do so by law, statute or other order of an authority or a court; provided, however, that prior to any such disclosure, the receiving Party shall immediately notify the disclosing Party in writing of the order of authority, unless it is prohibited to do so by the order in question.

In all cases where the Confidential Information of the other Party has been disclosed or has leaked, the Party disclosing the information is liable, at its own cost, to use all reasonable measures to assist in the clarification of the case.

5.3 Term of confidentiality

The Parties undertake to keep the other Party's Confidential Information secret for a minimum of three (3) years from the conveyance of the information or for one (1) year from the end of the delivery of the Services complying with the Agreement depending on which is the later. Concerning personal data, the abovementioned term and personal data shall be handled as Confidential information without any time limits. In cases where the applicable legislation requires that the confidentiality term of some information should be longer than the term specified above, the applicable legislation is followed.

Regardless of the time limits given above in this sub-clause, Supplier shall immediately remove all Customer´s personal data from Supplier´s equipment and systems when the Service provision has ended, or the Agreement has been terminated.

5.4 Professional skill and experience

A Party has the right, in connection with its ordinary business operations, to utilize the general professional skill and experience it has obtained when performing the Agreement.

6 DATA PROTECTION AND LOCATION DATA

6.1 Data protection

The co-operation between the Parties involve processing of personal data. The Parties are responsible for complying with their respective obligations, as a personal data controller or as a personal data processor under the applicable data protection laws, applicable international data protection legislation and in accordance with the provisions, orders, directions and recommendations issued by competent data protection authorities.

Customer appoints Supplier as a personal data processor. Supplier, acting as a data processor on behalf of Customer, shall always adhere to the above-mentioned regulatory requirements and Customer´s policies, instructions and processes with respect to processing of personal data, as applicable from time to time.

When carrying out transport tasks, Supplier will be processing Customer´s personal data. Personal data includes Customer's and its customers' data, such as sender and recipient or other name data and related data, such as addresses, telephone numbers, and other contact details.

Supplier and its personnel are authorized to process personal data only to carry out the transport service. Once the transport service has ended, Supplier and its personnel must immediately delete all personal data from Supplier's and its employees' systems and devices, such as diverse mobile devices or transport control systems.

Nothing in the Agreement prevents Customer from taking the steps it deems necessary to comply with applicable data protection laws and regulatory requirements.

6.2 Supplier´s personnel

Customer may deal with and give, taking into consideration the applied laws, the data concerning Supplier´s personnel collected during Service delivery as described in the relevant Customer´s documentation on handling personal data.

Supplier shall inform its personnel on the collecting of information connected to them (including personal data) to Customer´s systems and what they are used for in accordance with the applicable legislation. Further Supplier shall collect and maintain the needed consents for collecting and giving personal data.

6.3 Location data

Location data is collected to Customer´s system during Service delivery. Customer may use this location data for example for technical development of its services, making statistical analysis, service optimization and other legal, justified, and acceptable use.

All immaterial rights to these location data will become and be with Customer.

7 AUDITS

Posti Group has, at any time during validity of the Agreement, the right to arrange an audit of the quality of Supplier, the data security, data protection and compliance with the Agreement by a person or persons elected by Posti Group. The data security and data protection audit may also be performed by a competent authority.

The target and contents of the audit is informed in an audit plan delivered beforehand. Audits demanded by authorities are performed in accordance with the required models.

In all cases, Supplier shall ensure that those persons performing the audit have unrestricted access to Supplier´s and its subcontractor´s premises and systems in a sufficient scale to observe compliance with the requirements.

Posti Group may authorize a third party to perform the audit on behalf of Posti Group.

The Parties shall together review the report submitted by the auditor. The reports and information produced during the audit shall be Confidential information. Customer and Supplier shall be responsible for their own costs relating to the audit.

8 FORCE MAJEURE

8.1 Force majeure

Force Majeure is deemed to apply during an overwhelming and abnormal impediment or occurrence that prevents the fulfilment of the Agreement, which neither Party could reasonably have taken into account when entering into the Agreement and which is independent of any action by either Party and could not have been averted or prevented without unreasonable additional expense or loss of time.

Said situation may refer to war, rebellion, civil unrest, requisitions or confiscations for public needs performed by a public authority, an import or export ban, a natural disaster, a general disruption to traffic and energy supply, a labor dispute, fire or other exceptional circumstances with similar effects and unusual consequences beyond the Parties' control.

The Customer has the right to suspend the purchase of Services under the Agreement from the Supplier during a force majeure event. The suspension will remain in effect for as long as the force majeure event continues, and the Customer shall not be liable to the Supplier for any damages as a result of such suspension.

The Party shall use all reasonable means available to prevent and reduce any hindrances due to Force Majeure.

8.2 Subcontractor´s force majeure

Delays on the part of a subcontractor constitute a case of Force Majeure only when the said delay is due to an impediment referred to above and when another subcontractor could not have been engaged without unreasonable loss of time or expense.

8.3 Liability to notify

Either Party shall, without delay, notify the other Party in writing of any hindrance in meeting his contractual obligations due to Force Majeure. Either Party shall also immediately inform the other Party in writing of the termination of Force Majeure, at which time, at the latest, the Parties shall agree on its effects on the Agreement.

A Party cannot refer to Force Majeure unless the Party has issued an immediate written notification upon discovering the impediment.

9 LIABILITY IN DAMAGES AND LIMITATION OF LIABILITY

9.1 Damages

The liability of the Parties for damages connected to the transportation (loss of the goods, damage to the goods or delay) shall be based on the applicable rules of the Finnish Road Transportation Act in domestic transportation (as

may be changed from time to time) and the CMR - convention (as may be changed from time to time) in international transportation.

9.2 Limitation on liability

A Party has the right to a compensation for its direct costs and damages due to the breach of the terms and conditions of the Agreement by the other Party.

In this respect, the maximum amount of damages is the average monthly Service charge excluding VAT multiplied by twelve (12).

Neither Party shall be liable to the other Party for indirect or consequential damages, such as a decrease or interruption in production or turnover.

The limitations of liability described above in this clause do not concern compensation obligation based on breach of confidentiality or data protection obligations or breach of Rights nor damages caused willfully or through gross negligence.

9.3 Third party damages

Supplier is responsible for all damages that Supplier or Services has caused to those third parties towards whom Customer will be liable for damages based on his own agreements.

10 TERMINATION OF THE AGREEMENT

10.1 Force majeure

A Party has the right to terminate the Agreement with immediate effect by notifying the other Party thereof in writing without either Party having the right to demand damages from the other if it has become evident that the performance of the Agreement shall be delayed due to an event of Force Majeure for more than one (1) month.

10.2 Company reorganization

Customer has the right to terminate the Agreement with immediate effect by notifying Supplier thereof in writing without having the right to demand damages if Supplier or its unit implementing the Agreement becomes or is party to a company acquisition or other company reorganization and if this has an essential effect on the implementation of the Agreement which is essential from Customer’s perspective.

10.3 Breach of contract

Each Party has the right to terminate the Agreement with immediate effect for cause by notifying the other Party thereof in writing if the other Party materially breaches the contract, or if it has become clear that the other Party will materially breach the contract, and the Party in breach has not mended or reliably removed his breach of contract within the minimum thirty-day (30) period set by the other Party in writing. For example, the delay in the delivery of the Services or any part thereof for more than the maximum period defined in the Agreement regarding compensation for delay or repeated deviations in other quality indicators during the preceding six (6) months period shall be deemed a material breach of contract.

Breach of the Supplier Code of Conduct is deemed a material breach of contract. If the Supplier breaches the Supplier Code of Conduct, Customer has a right to terminate the Agreement with immediate effect by notifying the Supplier thereof in writing and without having to set the minimum thirty-day (30) period mentioned before in this Section 10.3.

10.4 Insolvency, bankruptcy etc.

Either Party may terminate this Agreement with immediate effect by written notice if the other Party has filed for bankruptcy (except in case where the bankruptcy estate commits itself to fulfilling the Agreement or gives a guarantee, acceptable to the Customer, for its contractual obligations, which is acceptable to the Customer) or the other Party is placed under liquidation or reorganization of its debts or if it is otherwise regarded as insolvent.

10.5 Refraining from performance

If a Party fails to perform its contractual obligation, the other Party has the right, without any consequences, to withhold its performance until the breaching Party has fulfilled its contractual obligations or until the Agreement is terminated.