# Instructions

Accession to the Reliable Partner service requires the signing and returning of the Power of Attorney Agreement enclosed below. Under this agreement Vastuu Group Oy will retrieve and publish all information required under the Finnish Act on the Contractor's Obligations and Liability when Work is Contracted Out. Please fill in your company information details on the form A (the Power of Attorney Agreement).

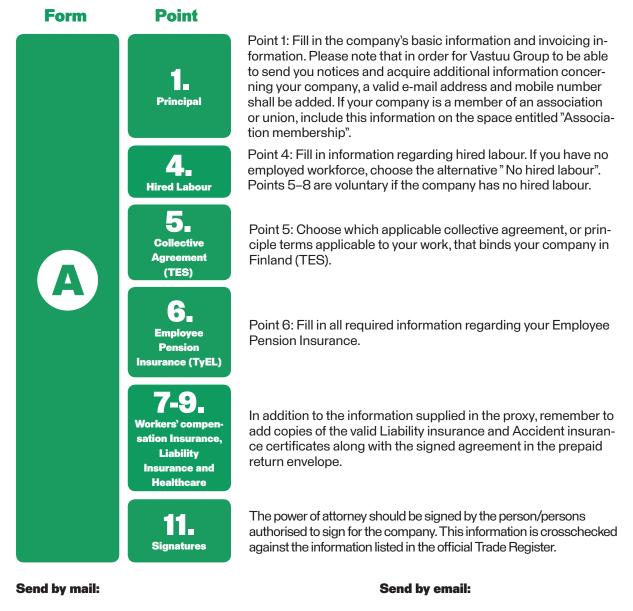
### Fee

The yearly subscription fee of the Reliable Partner service is 140 EUR + VAT (1.1.2023). Initial invoicing will take place upon acceptance into the service.

#### **Publication of information**

The information is published immediately after the proxy has been processed. Any missing information will be displayed with a grey question-mark, which means that the information should be supplied to customer service as soon as possible. After the publication of the report your corporate information according to the Act may be collected, free of charge, from the service.

Downloading of the reports requires creating a company account on the web page www.vastuugroup.fi.



Fold all pages and leave the letter cover with the return address on the top.



Staple and send.

Note! The Power of Attorney is to be signed by hand.

customerservice@vastuugroup.fi



31-10-2023 EN

# **Power of Attorney Agreement**

|  | Company name:  | Registration number:                    |
|--|--|---|
| <b>Principal</b>   | Billing address:   |   |
|  | Postal code and Post office:   |   |
|  | E-mail contact address:  |   |
|  | Phone number: Association membership:  |   |
|  |  |   |
| 2.   | Vastuu Group Oy (hereinafter the authorised par  | ty)                                     |
| Authorised party   | Registration number: 2327327-1   |   |
| 3.   | Your company accepts the authorisation on page   | e A.                                    |
| Power of<br>Attorney   | Power of The authorisation is published in full on page B. Attorney  |   |
|  | The company has hired labour.  |   |
| 4.   | □ No hired labour  |   |
| Hired<br>Iabour  | Points 5–8 are voluntary if the company has no hired labour.   |   |
|  |  |   |
| Generally Applicable Collective Agreement (TES).   |  |   |
| Collective agreement/s:  |  |   |
|  |  |   |
| 6.   | Varma Mutual Pension Insurance Com   |   |
| Employee<br>Pension  |  |   |
| Insurance (Ty  | EL) Ilmarinen Mutual pension Insurance C   | ompany 🗋 Other:                         |
| Insurance Company:         Workers' Compensation Insurance         Sation Insurance         Please include a less than 10 days old copy of official insurance certificate. |  |   |
|  |  | ion Insurance (MYEL)                    |
|  |  | copy of official insurance certificate. |
| 8.   |  |   |
|  | Occupational Name of Occupational Healthcare provider:   |   |
| Healthcare   |  |   |
|  | <ul> <li>I forbid the retrievement and publication of my Liability Insurance information.</li> <li>Iauthorise Vastuu Group to obtain and publish liability insurance information.</li> </ul> |   |
| <b>9</b><br>Liability<br>Insurance   | Insurance company:   |   |
|  | Please include a valid liability insurance certificate. The authorisation can be revoked at  |   |
|  | any time by notifying Vastuu Group's customer s  | service.                                |
| 10_  | Additional notes and comments (if any)   |   |
| Additonal notes  |  |   |
| and comments   |  |   |
|  | The person/persons authorised to sign for the company as set out in the Trade Register   |   |
| <b>11.</b><br>Signatures   | Date:  | Place:                                  |
|  |  | Date of birth:                          |
|  | Signature and name in block letters  | Date of birth:                          |
|  | Signature and name in block letters:   | Date of birth:                          |



### **Terms and conditions of the Reliable Partner service**

The Reliable Partner service is a risk management tool provided by Vastuu Group Oy ('the Supplier') which a company can use for the verification of its business partner's compliance with the Finnish Act on Contractor's Obligations and Liability when Work is Contracted Out (1233/2006). In addition, the service provides relevant background information for companies and consumers supporting decision-making in their selection of contractors. Companies wishing to join the Reliable Partner service shall provide the Supplier with a written power of attorney that authorises the Supplier to receive information required by the Contractor's Liability Act from its insurance companies, the tax authorities and other third parties, and to make such information available through the Reliable Partner service to the extent that is decided by the Supplier at any time.

The following terms and conditions shall apply when a company subscribes to the Reliable Partner service by submitting an authorisation to the Supplier. The Supplier uses the authorisations to retrieve information from public authorities, insurance companies and private stakeholders on taxation, industrial accident insurance, liability insurance, pension fund contributions, occupational health services and bans on engaging in business to the extent required at any time by the Contractor's Liability Act or the Reliable Partner service. The Company has the right to revoke the authorisation related to optional liability and patient insurance information at any time by notifying the Supplier of this in writing.

Publishing the Reliable Partner reports requires that the Company has given the Supplier an authorisation and has also paid the service fees charged in accordance with the valid pricelist by the due date. Public information concerning the Company, such as the information contained in the trade and YTJ registers, valid transport licenses listed in the Traffic Affairs Register of the Finnish Transport and Communications Agency, and any bans on engaging in business activities imposed on the Company's responsible persons are published as part of the Reliable Partner report. In addition, a Company established abroad must notify the Supplier of details corresponding to the information required by the Contractor's Liability Act in accordance with the legislation of its country of establishment through a registry extract, certificate, or by any other generally accepted means. The Company and the Supplier may also separately arrange for the Supplier to obtain these details by using an authorisation issued by the Company. It is the duty of the Company to notify the Supplier of changes in Company information, such as any new invoicing address, change of pension insurer, industrial accident or liability insurer, or a change in occupational health details.

By accepting these terms and conditions, the Company explicitly accepts that the Supplier can make changes to the contents of the Reliable Partner report by following the process described in this section. Furthermore, the Company explicitly accepts that, following such changes, the authorisation given by the Company to the Supplier to receive data concerning the Company from third parties and to publish such data through the Reliable Partner service will be automatically updated to correspond to the requirements of the new information content and the valid terms and conditions, provided that the Supplier has followed the process described in this section. If the Supplier makes changes to the contents of the Reliable Partner report, these terms and conditions, or the consent contained in the authorisation enclosed with the terms and conditions, the Supplier will notify the contact person specified by the Company and will also publish the same information on the website of the Supplier at www.vastuugroup.fi at least 30 days before such a change takes effect. The contents of and grounds for the change must be specified in such a notification together with the changes to these terms and conditions and to the authorisation given by the Company to the Supplier. Should the Company not accept the change, the Company has the right to terminate its Reliable Partner service subscription without a notice period by notifying the Supplier of this in writing before the change takes effect. The Company has no right to continue the use of the Reliable Partner service, the Company accepts the changed contractual terms and conditions and the changes in the authorisation. By continuing to use the Reliable Partner service, the Company accepts the changed terms and conditions and the changes in the authorisation given by the Company to the Supplier.

The Company's Reliable Partner report will be available in the Supplier's online services within about two weeks of submitting the authorisation to the Supplier, provided that the service fee has been paid by the due date. The Company's Reliable Partner report can be downloaded in the Supplier's Report Service thereafter. Registered users of the service may access and download free of charge reports on all companies that have joined in the Reliable Partner service. The Supplier may also publish information on the Company in the Supplier's other report services and in online services. In addition, the Supplier may make the Reliable Partner service's full contractor's liability reports, report extracts or interpretations available through selected third-party company information service providers and other online service providers located within the European Economic Area in a manner described in the Supplier's privacy policy, as amended by the Supplier from time to time.

The Reliable Partner report details shall be updated at intervals not exceeding two months.

The Supplier shall invoice for the service fee every 12 months. The Supplier shall be entitled to terminate the agreement with immediate effect if the Company fails to pay the annual service fee within two months of the due date. The Supplier requires the settlement of any outstanding payments from the Company before concluding any new agreement. The Supplier shall be entitled to revise the service fees. The Supplier shall announce price changes on the service website 30 days before these changes take effect.

The Supplier shall only serve as a medium for exchanging enterprise information, and shall, accordingly, not be liable for any faults or interruptions in the Reliable Partner service, errors or omissions in the information contained therein or service downtime, or for any direct or consequential loss or damage so caused. The liability of the Supplier shall be limited in all cases to the 12 months service fee paid by the Company. This limitation of liability shall not apply when the loss or damage was caused intentionally or by gross negligence.

The Supplier shall be entitled to assign the service and its associated liabilities, duties and agreements to a third party. The Supplier shall be entitled to modify these terms and conditions by sending a notification of the amendment to the e-mail address provided by the Company no later than one (1) month before the amended terms and conditions take effect.

This agreement between the Company and the Supplier concerning the publication of information on the Company within the scope of the Reliable Partner service shall remain in force until further notice. The Company may terminate the service with immediate effect by notifying the Supplier of the termination in writing. The Supplier shall be entitled to terminate this agreement at 60 days' written notice. The Supplier shall have no duty to refund any fees paid on termination of the agreement. The Supplier will store the published Reliable Partner reports related to the Company even after the termination of the agreement, as described in the service's privacy notice. The Supplier may use anonymized data for statistical analysis and service development in a manner that does not enable identification of any individual company.

The Supplier may terminate the agreement with immediate effect, revoke Reliable Partner status and remove details of the Company from the service without prior notice under the following circumstances:

• The Supplier is advised by a public authority, another client of the Supplier or some other party that an individual subject to a ban on engaging in business is involved in the operations of the Company in a manner giving cause to suspect that the said individual is effectively directing the operations or administering the Company.

• The Company, its registered responsible persons, or the individuals exercising a de facto controlling interest therein have acted in a manner

demonstrating severe recklessness with respect to current legislation or good business practice in the industry, good customs, and the objectives of the Reliable Partner service, and, based on an assessment by the Supplier, the Company can therefore no longer be recommended as a reliable contractual partner.

A party may terminate the contract with immediate effect, if the other party has materially breached the terms and conditions of the contract.

The Supplier and the Company shall endeavour in the first instance to negotiate a settlement of all disputes pertaining to these terms and conditions within one (1) month. Insofar as this procedure is unsuccessful, the disputes shall then be settled in the first instance at the District Court of Helsinki.



### Authorisation

I hereby authorise Vastuu Group Oy (hereafter the Supplier) to request from the Finnish Tax Administration the following information concerning the Assignor: information contained in the certificate of payment of taxes or in the certificate of tax debts and related appendices. I authorise the Supplier to record and publish this information and any interpretations and conclusions made based on this information by automatic data processing software in the Supplier's online services.

Information will be published in the Supplier's online services of any unstructured tax debts of over 500 euros but no more than 10,000 euros (of these, a mention will be included in the Reliable Partner report, but they have no impact with regard to the Contractor's Liability Act) and of unstructured tax debts that exceed 10,000 euros. When the unstructured tax debt exceeds 10,000 euros, a "to be clarified" marking will be added on the Reliable Partner report. If the Assignor has a verified payment plan with the Finnish Tax Administration concerning the tax debt, a mention of the existence of this payment plan can be included in the Reliable Partner report.

I further authorise the Supplier to request and receive from the insurance company used by the assignor or from some other party the certificates or information contained therein that are required by the Contractor's Liability Act (and a corresponding regulation) on the acquisition and validity of an insurance policy referred to in the Employment Accidents Insurance Act, and to record and publish this information in the Supplier's online services.

I authorise the Supplier to request and receive from the insurance company used by the assignor and specified for the Supplier or from some other party a certificate of the acquisition and validity of a patient insurance in accordance with the Patient Insurance Act (948/2019), and to record and publish this information in the Supplier's online services.

I authorise the Supplier to request and receive from the insurance company used by the assignor and specified for the Supplier or from some other party a certificate of the acquisition, coverage, and validity of a liability insurance, and to record and publish this information in the Supplier's online services.

I also authorise the Supplier to request and receive details from the Finnish pension insurer used by the assignor concerning whether the assignor has a valid TyEL employment pension insurance, whether the assignor has any paid or outstanding insurance premiums or an associated payment schedule, and details of the termination of insurance, and to record and publish this information in the Supplier's online services.

I also authorise the Supplier to request and receive from the provider of occupational health care services used by the assignor or from some other party the certificates or information contained therein that are required by the Contractor's Liability Act (and a corresponding regulation) regarding the organisation of occupational health care referred to in the Occupational Health Care Act, including information on the validity of the occupational health care action plan, and to record and publish this information in the Supplier's online services.

I authorise the Supplier to request and publish the information required by the Contractor's Liability Act (and a corresponding regulation) regarding any bans on engaging in business activities imposed on the responsible persons of the assignor.

I further authorise the Supplier to request and publish the details, register extracts and certificates that are required by the Contractor's Liability Act (and corresponding statutes) from public authorities and other parties in the country of establishment, if the assignor's registered office is outside Finland. Examples of the said details include the A1 certificates indicating that employees assigned from a Member State of the European Union or the European Economic Area are covered by the social security system of the assigning state, and details or certificates of social security agreements (and any industrial accident insurance incorporated therein) concluded with Finland concerning employees assigned from third countries. I authorise the Supplier to record and publish this information in the Supplier's online services.

In addition to the above authorisation, the Supplier has the explicit acceptance and authorisation of the Assignor to request and publish in the Supplier's online services information concerning the Assignor at any time to the extent, and with the content, specified in the valid terms and conditions of the Reliable Partner service and related authorisation appendix which have been published on the Supplier's website at www.vastuugroup.fi.

The current insurance companies used by the Assignor (pension, industrial accidents etc.) and other service providers that provide information are specified in the Contract. The Assignor agrees to notify the Supplier of any changes in these details.

This authorisation will remain valid until further notice for as long as the Assignor's contract on the Reliable Partner service remains valid. The Assignor can cancel this authorisation at any time by submitting a written notification to the Supplier. When this authorisation is cancelled, the contract on the Reliable Partner service will also end at the same time as the authorisation. The Assignor can revoke the authorisation for optional liability and patient insurance information at any time by notifying the Supplier of this in writing.

The party from which the Supplier retrieves information concerning the Assignor has the right to verify from the Supplier that the Assignor's contract on the Reliable Partner service is valid and that the Assignor has given the Supplier the authorisation required by the terms and conditions of the contract to request and publish information concerning the Assignor in the Supplier's online services.

The Assignor agrees to the terms and conditions of the Reliable Partner service.

ΝΟΙΥΑ ΑΑΥ / ΙΙΑΜΑΙΑ ΥΒ ЗЯІАТІЯОІЯЧ / ҮТІЯОІЯЧ

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FINLAND / FINLANDER **BEPLY PAID / RÉPOUSE PAYÉE** 

Vastuu Group Oy

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