

Terms and conditions of the Reliable Partner Estonia service

The following terms and conditions are applicable when a legal entity (hereinafter the “Company”) subscribes to the Reliable Partner Estonia service by submitting an authorisation to the Supplier.

Reliable Partner Estonia is a cloud-based service provided by Vastuu Group Ltd (“the Supplier”). The Reliable Partner Estonia service assists Estonian companies in fulfilling their legal and contractual reporting obligations towards their business partners when performing work in the selected target country. When a company has subscribed to the service, its business partners may use Reliable Partner service as a risk management tool and verify the company’s compliance with selected statutory or industry accepted requirements in the target country (such as compliance with the Finnish Act on Contractor’s Obligations and Liability when Work is Contracted Out (22.12.2006/1233), “Contractor’s Obligations Act”) and the general Reliable Partner program requirements, as amended by the Supplier from time to time (all such requirements together “Target Country Specific Requirements”). In addition, the service provides relevant background information for corporations and consumers, supporting decision making in their selection of contractors.

To subscribe to the Reliable Partner service, the Company must provide the Supplier with a written power of attorney document that authorizes the Supplier to receive all information required by the Company to fulfil the Target Country Specific Requirements from the Company’s insurers, tax authorities, social security authorities and other third parties, and to make such information available through the Reliable Partner Estonia service. Information collected and published through the Reliable Partner Estonia service contains the information needed in the selected Target Country, as defined by the Supplier, taking into consideration applicable mandatory legislation in the Target Country. For example, in case the target country is Finland, published information contains all information required under the Contractor’s Obligations Act as well as additional information that the Supplier chooses to include in the Reliable Partner Estonia service. The Supplier may, from time to time, update and amend the list of supported target countries and Target Country Specific Requirements.

Publication of Company information in the Reliable Partner Estonia service is conditional to the Company authorizing the Supplier to collect all information required under Target Country Specific Requirements and paying the applicable annual subscription fees and other service fees by the due date.

When the Company sends employees to the Target Country, it must notify the required information to the Supplier as set out under the Target Country Specific Requirements. The Company and the Supplier may also separately arrange for the Supplier to obtain these details (such as A1 certificates for posted workers) using an authorization issued by the Company and when necessary, an authorization given by the employee of the Company.

It is the duty of the Company to notify the Supplier of all changes in the information provided by the Company, such as a change in the provided contact details, invoicing address, change of mandatory pension insurance or other social insurance provider, occupational health care provider or any changes in published additional voluntary information such as liability insurance details. The Company hereby expressly agrees that the Supplier shall also always be entitled to use its authorization to retrieve details that may be required in future under the Target Country Specific Requirements (such as in case of Finland, information that is required under Contractor’s Obligations Act or other statutory provisions or official regulations or amendments thereto) from pension and other insurers, occupational health service providers and private businesses, public authorities and other sources, but that were not yet required by law at the time of issuing the authorization and were not specified therein.

Information about the Company will be made available through the Reliable Partner Estonia service within about two weeks of the company submitting the authorization to the Supplier, provided that all service fees have been paid when due. After that, the contractor’s liability report regarding the Company for the selected Target Country can be downloaded from the Reliable Partner Estonia service. Registered users of the Supplier’s services may access and download Reliable Partner reports of all companies listed in the service free of charge. The Supplier may also publish information on the Company in other parts of Reliable Partner services and in the Supplier’s other online services. In addition, the Supplier may make Reliable Partner Estonia 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 Company information stored by the service will be updated at intervals not exceeding two months.

The Supplier will invoice an annual subscription fee for the Reliable Partner Estonia Service for each selected Target Country. The Supplier shall have a right to terminate the agreement with immediate effect if the Company fails to pay the annual subscription fees 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 have the right to adjust the annual subscription fees and other service fees by publishing adjusted fees on the website of the service 30 days before these changes take effect.

The Supplier shall only serve as a medium for exchanging Company information and shall not be liable for any faults or interruptions in the service, any errors or omissions in the information contained therein or for any service downtime. The Supplier shall not be liable for or for any indirect or consequential loss or damage, such as loss of profit, loss of business, loss of reputation or damage caused by decrease in turnover or production. The total aggregate liability of the Supplier under this agreement shall be limited to an amount corresponding to the annual subscription fee paid by the Company. This limitation of liability shall not apply when the loss or damage was caused by willful misconduct or gross negligence.

The Supplier may use subcontractors to provide the services under this agreement. The Supplier shall have the right to assign the service and its associated liabilities, duties and agreements to a third party. Supplier shall have the right to modify these terms and conditions by publishing the amendment in the website of the Reliable Partner service or sending an email notice 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 Supplier concerning publication of information about the Company within the scope of the Reliable Partner service in the Target Country shall remain in force until further notice. The Company may terminate the service with immediate effect by notifying Supplier of the termination in writing. Supplier shall be entitled to terminate this agreement by a 60 days' prior written notice. Supplier shall have no duty to refund any fees paid on termination of the agreement. Supplier may retain archival copies of all published Reliable Partner reports even after the termination or expiry of this agreement for the purposes of the Supplier being able to verify authenticity and integrity of all published reports. The Supplier may also use information contained in the archived reports for the purposes of making and publishing statistical analysis and for internal service development in a manner that does not enable identification of any individual customer.

The Supplier may terminate the agreement (and any other agreements between the Supplier and the Company) with immediate effect, revoke Reliable Partner status and remove details of the Company from the service without prior notice under the following circumstances: (i) Supplier is advised by a public authority, another client of Supplier or another third party that an individual subject to a legally valid prohibition on engaging in business is involved, directly or indirectly, in the operations of the Company in a manner giving cause to suspect that the said individual is effectively directing those operations or administering the Company; or (ii) The Company, its registered responsible persons, individuals exercising a de facto controlling interest in the Company, or the Company's employees fail to comply with (or act in a manner that demonstrates intent to disregard) the applicable legislation and regulation, good business practices, good customs, the general objectives of the Reliable Partner service.

Either party may rescind this agreement with immediate effect in case of material breach of contract by the other party.

The Supplier and the Company shall endeavor in the first instance to negotiate a settlement of all disputes pertaining to these terms and conditions within one month. If this procedure is unsuccessful, then the disputes shall be settled in the first instance at the District Court of Helsinki. This agreement shall be governed by the laws of Finland, without regard to their choice of laws provisions.

AUTHORISATION – TARGET COUNTRY FINLAND

I, acting on behalf of the Company named in this Power of Attorney Agreement hereby authorise Vastuu Group Ltd (hereinafter “the Supplier”) or a third party designated by the Supplier to retrieve the following information from the sources of information set out below and publish the information in the Supplier’s Reliable Partner service:

Source of information	Description of the certificate, document or information
Tax authority Maksu- ja Tolliamet, or any governmental entity who subsequently assumes the tasks of this entity, or any business information provider that distributes information originating from this public source.	Certificate or register extract showing that the Company is entered into applicable tax payer registers in Estonia.
Tax authority Maksu- ja Tolliamet, or any governmental entity who subsequently assumes the tasks of this entity, or any business information provider that distributes information originating from this public source.	Evidence that the company is registered as VAT tax payer and has a valid VAT number.
National trade register Registrite ja Infosüsteemide Keskus RIK (äriregister), or any governmental entity who subsequently assumes the tasks of this entity, or any business information provider that distributes information originating from this public source.	Trade register extract
National governmental entities publishing information on valid business prohibitions, or any business information provider that distributes information originating from these public sources.	Valid business prohibitions concerning the Company or its registered officers or person(s) actually running the business.
Tax authority Maksu- ja Tolliamet, or any governmental entity who subsequently assumes the tasks of this entity, or any business information provider that distributes information originating from this public source.	Certificate of paid taxes, tax debts or tax payment plan
The Company	Company’s declaration concerning use of posted workers and availability of A1 certificates for all posted workers (see section 4.1 of the Agreement). Company’s declaration of the applicable collective bargaining agreement in Finland (see section 5 of the Agreement)
Registered qualified pension insurance company	If posted worker(s) without A1 certificate(s): certificate of the valid pension insurance in Finland with certificate of the payments of pension insurance or certificate for existence of a payment plan for any overdue amounts
Registered qualified insurance company providing Finnish occupational accident insurances	If posted worker(s) without A1 certificate(s): certificate of the valid mandatory worker’s occupational accident insurance against occupational injuries and occupational diseases as required under the applicable Finnish law.
Finnish occupational health care provider	Certificate that the Company has valid agreement concerning occupational health care services for employees working in Finland and existence of an occupational health care action plan as required under applicable Finnish laws.
Insurance company	Certificate that the Company has a liability insurance including description of geographical and business coverage, insured amount and currency and valid dates.

The authorization given by the Company to Supplier shall also cover details that fall within the scope of the Company’s duty to notify or investigate under the Finnish Contractor’s Obligations Act (and corresponding subsequent statutes) following any future statutory amendments or changes in official regulations.

The Company’s current insurers (pension/social security/liability etc.) are specified in the Agreement. The Company agrees to notify Supplier of any changes in this information.

This authorization shall remain in force for an indefinite period until it is separately revoked in writing. The Company agrees to the terms and conditions of the Reliable Partner Estonia service.