

SANOMA MEDIA FINLAND OY'S GENERAL TERMS AND CONDITIONS FOR MARKETING SERVICES

1. Terms and Conditions and Scope of Application

- 1.1. These general terms and conditions ("Marketing Service Terms") apply to the advertising and marketing planning, content production and management services provided by Sanoma Media Finland Oy or its group company (hereinafter "**Sanoma**") to its clients ("**Client**"). A group company means a company that is the parent company or a subsidiary of the company or is otherwise under the same control. A company is deemed to be under the control of another party if the other party holds at least fifty per cent (50%) of the company's voting rights or is otherwise able to direct the company's affairs or appoint a majority of the company's board of directors or equivalent body.
- 1.2. The Agreement comes into effect when Sanoma has confirmed the Client's order, when the Client has accepted Sanoma's offer, or when both Parties have signed the Agreement for the Services.
- 1.3. The Client's general terms and conditions of purchase or any other terms appearing in its proposals, requests for quotation, or similar documents are not binding on Sanoma.
- 1.4. Amendments and additions to the Marketing Service Terms are binding only if expressly agreed in writing. Amendments and additions to the Marketing Service Terms apply only to the agreements for which they have been agreed.
- 1.5. The purchase of media space and the distribution of content are primarily governed by Sanoma's General Terms and Conditions for media sales (<https://media.sanoma.fi/en/tools-mediaplanning/rates>) ("General Sales Terms") in force at the time, or by other special terms and conditions applicable to Sanoma's products or services. Marketing Services provided under these Marketing Service Terms do not contribute to the calculation of the Client's aggregate media sales invoicing under the General Terms and Conditions.

2. Definitions

- 2.1. The following definitions apply in these Marketing Service Terms:

"Material" means all material and parts thereof in any form created by Sanoma during or as a result of the Service, including its modified versions. Material means any kind of content, regardless of whether the content or any part thereof is protected by any intellectual property right, such as copyright.

"Party" or **"Parties"** means the Client and/or Sanoma.

"Service" means the service, work and tasks provided by Sanoma, as specified in more detail in the Agreement or the Service Description.

"Raw Materials" means unedited, unprocessed

materials (e.g. photographs, videos, audio recordings) that were created during filming or in connection with production, but which have not been used as such in the final Material, and which do not contain material supplied by the Client.

"Agreement" means the agreement between the Client and Sanoma concerning marketing services, an offer accepted by the Client or an order confirmed by Sanoma, and all related appendices.

"Service Description" means a separate description of the Services purchased by the Client from Sanoma. The Parties may draw up several different descriptions of activities for various tasks and assignments. All such Service Descriptions form part of the Agreement and are subject to these Marketing Service Terms and Conditions.

3. Delivery of the Service

- 3.1. Sanoma shall deliver the Services and the Material to the Client in the manner and within the timeframe agreed in the Agreement. If Sanoma becomes aware that delivery may be delayed, Sanoma shall notify the Client of any potential delay without undue delay. The Parties shall agree on a new delivery date.
- 3.2. Sanoma shall deliver the Materials to the Client for review within the agreed timeframe. The Client shall have the right to comment on and propose changes to the Materials during one (1) round of comments. Sanoma shall implement the changes provided they are technically, temporally and substantively feasible without material deviation from the agreed Service. If the changes cannot be implemented, Sanoma shall be entitled to deliver the original or partially modified Material to the Client for approval. The Client must approve the Material without delay following the changes. If the Client does not approve the Material without good cause within seven (7) days or within a separately agreed timeframe, the Material shall be deemed to have been approved.
- 3.3. Sanoma shall deliver the finished Materials to the Client in accordance with the agreed schedule and in the manner separately agreed. Unless otherwise agreed, the Materials shall be delivered using the delivery method chosen by Sanoma. Following delivery, the Client shall be responsible for the safekeeping of the Materials.
- 3.4. If the Client requests changes to the Materials after handover (e.g. changes to size, content or translations), these shall be agreed and charged separately on an hourly basis. Follow-up work, orders and versions shall be agreed and priced separately.

4. Suspension, cancellation and termination of the Service

- 4.1. If the Service is terminated, cancelled or suspended after production or production-related plans have

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commenced (e.g. resource bookings have been made), Sanoma shall be entitled to charge in full for all verified and incurred expenses and costs up to the time of suspension or cancellation, including costs and expenses related to planning and subcontracting arising from the suspension or cancellation. However, the Client shall only be liable to pay any contractual penalties and other compensation payable to Sanoma's subcontractors in excess of the actual costs and expenses incurred, provided that Sanoma has notified the Client of them in advance in a cost estimate or in another context in writing prior to the commencement of the provision of the Services.

- 4.2. A Service based on a fixed-term Agreement may not be terminated, suspended or cancelled.

5. Price of the Service and terms of payment

- 5.1. Sanoma shall invoice the Client in accordance with the prices, payment terms and schedule agreed in the Agreement or its annexes. Prices include taxes and public charges imposed by the authorities, with the exception of value added tax, which shall be added to the prices in accordance with the legislation in force at the time. The payment term is fourteen (14) days net from the date of the invoice, unless otherwise agreed in the Agreement. Interest on late payment shall be in accordance with the Interest Act in force at the time.
- 5.2. Any additional work not included in the ordered Service must be approved and agreed in writing by the Parties in advance. Unless otherwise agreed, the same pricing principles shall apply to additional work as those applied to the original agreement or order.
- 5.3. If the Service includes, as an integral part, purchases, venue hire, courier costs, catering costs exceeding the normal level, or other similar costs, Sanoma shall obtain the Client's approval for such costs prior to making the purchase. Sanoma shall be responsible for such agreed costs and shall invoice the Client for them.
- 5.4. For meetings taking place outside the Helsinki metropolitan area (Helsinki, Espoo, Vantaa and Kauniainen) other than those held at the Client's premises, Sanoma shall charge domestic travel and daily allowance expenses in accordance with the costs incurred. The Parties shall agree in writing in advance on any travel arrangements that deviate from the norm.

6. Rights to the Material

- 6.1. The Agreement does not transfer to either Party any rights to the other Party's existing rights or materials. If the Material includes either Party's existing rights, the right to use such rights shall be granted in accordance with these Marketing Service Terms.

- 6.2. Unless otherwise agreed in writing, Sanoma shall assign to the Client, in return for payment, all rights to the Material worldwide, including the right to further assign these rights and to modify the Material. The rights shall be assigned to the Client once the Client has approved the final version of the Material.

- 6.3. Notwithstanding the provisions of clause 6.2, if it is agreed that the Material will include material subject to third-party rights, the Client may be granted a limited right to use the Material (such as a licence for a specific purpose). The Client is aware that the rights to use the Material may be restricted geographically, temporally or by the medium of use (such as media), so the Client must confirm any restrictions on the rights to be granted separately with Sanoma. The rights to be granted in respect of the Material in question or part thereof, and any fees payable by the Client in connection therewith, shall be agreed separately.

The use of the Material or any part thereof for purposes other than those specifically agreed and/or its transfer to a third party shall be agreed separately with Sanoma and/or the author of the work.

Sanoma shall not be liable for any rights or any deficiencies therein if the Client uses the Material for purposes other than those agreed.

- 6.4. Notwithstanding the provisions of clause 6.2, if the Parties agree on the production of native content for publication on Sanoma's channels, the Client shall be entitled to use the Material as is on its own channels and on the channels of other media companies following its initial publication. Should changes to the Material be required (e.g. changes to size/format or content, translations), these shall be agreed and charged separately as additional work.
- 6.5. Notwithstanding the provisions of clause 6.2, unless otherwise agreed, TV and radio productions shall be produced for publication solely on Sanoma's channels, and the Client shall be granted a limited right of use to the Material exclusively for this purpose. The Client shall not have the right to edit, alter or amend the Material, nor to use the Material in any of its own media or to transfer the Material to third parties, unless otherwise specifically agreed in writing between the Parties.
- 6.6. If natural persons appear in the Material, removing their contributions from the original content or context is prohibited.
- 6.7. The Client grants Sanoma a royalty-free, non-exclusive, non-transferable licence, without the right to sub-license, to use the Client's materials and intellectual property rights to the extent necessary and solely for the purpose of providing the Service to the Client in accordance with this Agreement.
- 6.8. Unless otherwise agreed, the rights to the Raw Materials shall remain with Sanoma, and Sanoma

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shall not transfer the Raw Materials to the Client or to any third party designated by the Client. As a general rule, Sanoma shall not transfer anything other than the final approved versions of the Material to the Client for use. Sanoma may, at its discretion, retain Raw Materials to the extent necessary to enable Sanoma to carry out additional work and further production for the Client.

7. Use of performers and models in production or campaigns

- 7.1. The Parties shall agree separately on the use of influencers, interviewees, presenters and other performers ("performers") in campaigns, print native advertising and other productions, as well as on the fees payable to Performers. The responsibilities of the Parties regarding the contact, management and instruction of performers shall be specified in more detail in the Service Description or separately between the Parties. Unless otherwise agreed by the Parties, the Client shall be responsible for the performers' fees and for providing the performers with instructions regarding the Client's business, marketing, products and services. If the Parties agree that Sanoma is responsible for the management of performers (communication, contracts, instructions), Sanoma shall charge for this in accordance with the amount of work involved, as separately agreed.
- 7.2. When using actors or other performers, the Client confirms that it is aware that the use of the Material may be restricted by any conditions or restrictions that the actors may impose on their performance. The Client undertakes to comply with these restrictions, which may relate, for example, to distribution channels, the timing of the active distribution of the Material, areas of use or formats.
- 7.3. If consumer models (e.g. a focus group) have been used in the campaign, the Client is responsible for ensuring that separate agreements are reached with the models regarding the use of images and other Material for purposes other than the original intended use.

8. Video and audio productions

- 8.1. The parties shall agree separately on the purpose for which the video and/or audio content and their versions are produced and adapted. The scope of the rights of use and the technical standard of the video and/or audio content shall be determined in accordance with the agreed purpose.
- 8.2. Sanoma shall ensure that the music used in video and/or audio productions, materials obtained from image, audio and video libraries, and, for example, voice-over recordings by voice actors, have the necessary usage rights that meet the production requirements and cover the agreed media platforms

and publication dates.

- 8.3. When agreeing on the production, the Client is responsible for ensuring that agreements have been reached with the persons named by the Client and those appearing in the video and/or audio or images regarding filming/recording and the public presentation of the video and/or audio and their versions, and that consent has been obtained from those persons for the storage of the Material in the archive and for the use of the Material in accordance with the Agreement.
- 8.4. During filming, Sanoma shall ensure that persons visible and recognisable in the video consent to their appearance in the video. This consent shall be obtained verbally at the time of filming and in such a way that the person authentically appearing in the video understands what kind of video is being filmed, who is filming it and which Client is funding the production. Where necessary, and where separately agreed with the Client, Sanoma shall also obtain written filming consent from identifiable persons. Sanoma shall not seek separate consent from persons appearing briefly in the background of the video footage whose role or visibility in the video is of minor significance.
- 8.5. During filming, the Client is responsible for ensuring that persons not involved in the filming are informed of the video recording when filming takes place on the Client's premises. The Client is responsible for obtaining filming consents from its own employees who appear in the Material.
- 8.6. Sanoma and the Client shall endeavour, already at the production planning stage, to ensure that no details sensitive to the Client's business or the privacy of individuals are recorded on video or in photographs during filming. Such details may include, for example, personal data, contracts or trade secrets located on the Client's premises, and vehicle registration numbers. When reviewing the Material, the Client is obliged to check for the presence of its own sensitive information in the Material and to notify Sanoma of any such instances. Sanoma undertakes to blur or remove such details from the final versions of the videos.

9. Use of AI tools

- 9.1. Unless otherwise agreed, Sanoma shall be entitled to use AI-based tools in the provision of the Services without separate notice, including in the design, preparation and production of content. If the Material contains final content produced using artificial intelligence, Sanoma shall notify the Client of this. The use of artificial intelligence tools internally to support production (e.g. in brainstorming, drafting or scheduling) does not require notification to the Client.
- 9.2. Unless otherwise agreed, AI tools may also be used to produce the Material based on content and

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material supplied by the Client. It is the Client's responsibility to notify Sanoma of any restrictions regarding the use of material supplied by the Client in AI tools. Sanoma shall not use material provided by the Client or content generated in connection with the provision of the Services for the training of AI tools without the Client's prior written consent.

- 9.3. The Client acknowledges and accepts that content produced by the AI tools may contain errors. The Client is responsible for verifying the accuracy of the final Material, including marketing claims, product information and other content based on materials or instructions provided by the Client.

10. The Client's obligations

10.1. Submission of Materials and Rights of Use

- 10.1.1. If the Client supplies Sanoma with materials or information (such as data, product images and previously produced video clips) or identifies interviewees for the production of the Material, the Client shall be responsible for the content and accuracy of the materials supplied and for ensuring that (i) the materials do not infringe the rights of third parties, (ii) Sanoma has the necessary rights to edit and use the materials for the purposes of providing the Service, and (iii) the interviewees are aware of the intended use of their interviews.

- 10.1.2. If the Client supplies Sanoma with material for the provision of the Services or produces the content included in the Service itself, such material must be supplied to Sanoma in good time before the agreed delivery date of the Service or in accordance with a schedule separately agreed between the Parties and in accordance with separate material guidelines.

- 10.1.3. The Client shall provide Sanoma with the background information and materials required for the provision of the Services (e.g. logos, fonts, brand book, background information such as press releases, etc., as well as product and pricing information), as well as the links, URLs and any tags required for the campaign (e.g. links to be embedded in articles, retargeting URLs, etc.) in the agreed manner and in accordance with the agreed schedule.

- 10.1.4. Sanoma shall not be liable for any delays resulting from the Client's actions or omissions in the delivery of materials, content or information.

10.2. Specific responsibilities regarding political advertising

- 10.2.1. The Client must notify Sanoma, in accordance with Regulation (EU) 2024/900 on the transparency and targeting of political advertising, whether the Service relates to political advertising, and must provide the information required by the Regulation in the manner and format required by Sanoma.

- 10.2.2. The Client is responsible for providing the information required by the Regulation to publishers

of political advertising (including Sanoma's channels and third-party channels) in the manner required by the Regulation. Unless otherwise agreed, the Client is responsible for including the mandatory information in the advertisement.

10.3. Marketing prize draws and competitions

- 10.3.1. If the campaign or Service ordered by the Client includes marketing prize draws or competitions, the Client is responsible for the terms and conditions of the prize draws, the prizes, contacting the winners and delivering the prizes, unless otherwise agreed. Furthermore, the Client is responsible, where applicable, for lottery tax or other taxes relating to lotteries, competitions or prizes and for reporting such taxes, as well as for other fees and expenses and the legality of the lottery, including the processing of personal data.

11. Responsibilities regarding the Material and compensation for damages

- 11.1. Sanoma warrants that it holds all necessary rights to the Material it produces and that the use of the Material in accordance with the Agreement does not infringe the copyright or other intellectual property rights of third parties or any other rights based on applicable legislation and regulations.

- 11.2. The Client shall be liable for the Material to the extent that it is based on materials supplied by the Client. The Client warrants that it has the necessary rights in this respect and that the use of the Material in accordance with the Agreement does not infringe the copyright or other intellectual property rights of third parties or any other rights based on applicable legislation and regulations.

- 11.3. Sanoma shall indemnify the Client and defend the Client against all claims, damages, losses and expenses, including reasonable legal fees and compensation payable to third parties, arising from any infringement or alleged infringement of third-party rights in connection with the Material produced by Sanoma. This indemnity is conditional upon the Client notifying Sanoma without undue delay of any claims made against it regarding infringements of third-party rights, and the Client granting Sanoma the right to defend against such claims. Sanoma is obliged to organise a defence or a settlement in the matter, without any costs being incurred by the Client.

12. Limitations of Liability

- 12.1. Neither Party shall be liable to the other Party for any indirect damages or losses, including loss of profits.

- 12.2. Sanoma's maximum aggregate liability under the Agreement for any loss incurred by the Client in connection with the provision of ongoing Services to the Client is limited to the average monthly fee for

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the relevant service under the Agreement multiplied by twelve (12).

12.3. Sanoma's maximum total liability under the Agreement for damage suffered by the Client in respect of actions under the Agreement relating to Services provided on a project basis (e.g. project agreement) is limited to an amount corresponding to 50% of the agreed fixed price or the actual price of the project under the Agreement.

12.4. The limitations of liability under this clause shall not apply to damage or loss resulting from a breach of confidentiality, data protection or data security obligations, or from gross negligence or wilful misconduct.

13. Data Protection

13.1. If personal data is processed in connection with the Services, the Party processing the data must comply with applicable data protection legislation. If the Client processes personal data for which Sanoma is the data controller, the Client must comply with Sanoma's privacy policy. Sanoma may also require the Client to enter into a separate data processing agreement if Sanoma deems it necessary.

14. Confidentiality

14.1. The Parties undertake to treat as confidential all information received from the other Party or otherwise obtained which is marked as confidential or which, by its nature, must be treated as confidential. Such information includes, for example, the terms and content of the Agreement or order, unpublished Material, and information relating to the other Party's business operations. Confidential information may not be disclosed or revealed to third parties without the prior written consent of the other Party, nor may it be used for any purpose other than the performance of the Agreement.

14.2. Sanoma shall, however, have the right to refer to the cooperation in general terms in its own marketing, provided that the Client's confidential information and/or details of the Service are not disclosed. Joint and more detailed references (e.g. industry competitions) shall be agreed upon separately on a case-by-case basis.

14.3. The restrictions and obligations under this clause shall not apply to material and information which can be proven to (i) be generally known or to have become generally known other than through disclosure by the other Party (or its representatives), (ii) was obtained from a third party, provided that such third party did not receive it from a source in breach of its confidentiality obligations; or (iii) was in the Party's possession prior to disclosure or can be shown to have been developed independently without reference to confidential information. A Party shall be permitted to disclose confidential information if such disclosure is required by a court

order or by mandatory law.

14.4. Upon the request of the other Party, a Party shall, without delay, remove and destroy (and ensure that others destroy and remove) all information in electronic form containing confidential information (excluding backup copies that cannot reasonably be removed).

14.5. The confidentiality obligation shall remain in force for the duration of the Agreement and for two (2) years following its termination, unless the information has become public in a manner other than through a breach of the Agreement.

15. Force majeure

15.1. Neither Party shall be liable for any delays or damages resulting from a force majeure event beyond the Party's control, which the Party could not reasonably have foreseen or prevented. Force majeure shall include, for example, strikes, lockouts, war, natural disasters, orders by public authorities, general disruptions to telecommunications or energy supplies, or other similar events. However, force majeure shall not release the Client from its payment obligations nor entitle it to defer payments or alter the payment schedule.

15.2. If the provision of the Service in accordance with this Agreement becomes impossible, is substantially delayed, or is likely to be materially delayed for more than 14 days due to a force majeure event, either Party shall be entitled to terminate the Agreement with immediate effect by giving written notice to the other Party.

16. Term and Termination of the Agreement

16.1. The Agreement may be concluded as an open-ended, fixed-term or project-based agreement.

- An open-ended agreement (e.g. a framework agreement or ongoing cooperation) may be terminated in writing with three (3) months' notice, unless otherwise agreed.
- A fixed-term Agreement is valid for the agreed period and cannot be terminated during the term.
- A project-based Agreement (e.g. a single order or campaign) shall remain in force until both Parties have fulfilled their obligations under the Agreement and may not be terminated during production, unless otherwise agreed.

16.2. Either Party shall be entitled to terminate the Agreement with immediate effect if the other Party is declared bankrupt, files for bankruptcy, enters or is placed into liquidation, or becomes insolvent.

16.3. Each Party shall have the right to terminate the Agreement to which the breach relates with

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immediate effect if the other Party materially breaches its obligations under these terms and conditions or the relevant Agreement and fails to remedy the breach (if remediable) within thirty (30) days of receiving written notice from the aggrieved Party.

- 16.4. In addition to the aforementioned rights of termination, Sanoma shall at all times be entitled to terminate the Agreement with immediate effect subject to a thirty (30)-day notice period.

17. Other Sanoma or third-party platforms and services

- 17.1. If the Services involve the use or production of third-party or Sanoma service platforms (such as Ad Manager or Yleisöreportteri), data services or other technical solutions and applications, the special and usage terms and conditions of the relevant platform service or technical application, or the terms and conditions of the third party carrying out the production, shall apply in addition to these Marketing Service Terms.

18. Subcontractors

- 18.1. Sanoma has the right to use subcontractors in the provision of the Services. Sanoma is responsible for the activities of subcontractors as if they were its own.

19. Transfer and amendments to the Agreement

- 19.1. Sanoma has the right to assign the Agreement, in whole or in part, to a company belonging to the same group as Sanoma or to a third party to whom Sanoma's business or the part of the Agreement falling within its scope is transferred. The Client shall not be entitled to assign its rights or obligations under the Agreement to a third party without Sanoma's prior written consent. If Sanoma grants such consent, the Marketing Service Terms shall be binding on the third party accordingly.
- 19.2. Sanoma reserves the right to amend these Marketing Service Terms. The terms in force at any given time shall apply to the Client's orders.

20. Governing Law and Dispute Resolution

- 20.1. The Agreement between Sanoma and the Client shall be governed by Finnish law.
- 20.2. Any disputes arising from this Agreement shall in the first instance be resolved through negotiation. If the Parties are unable to reach a negotiated settlement within sixty (60) days of notification by the aggrieved Party, the dispute may be resolved by the Helsinki District Court. However, if the Market Court has jurisdiction over the matter or if the matter concerns an alleged copyright infringement, it shall be

resolved by the Market Court.

21. Special terms and conditions concerning research services

- 21.1. If the Parties agree on research to be carried out by Sanoma, these special terms and conditions shall apply primarily to Material relating to such research.
- 21.2. All rights to Material relating to the research shall vest in Sanoma unless otherwise agreed in writing between the Parties.
- 21.3. Sanoma shall grant the Client, in return for payment, a non-exclusive, non-transferable licence without the right to sub-license to use the Material or parts thereof as such for purposes separately agreed with the Client, regardless of the method of distribution, in Finland. The Client shall not have the right to edit, modify or alter the Material or to sub-license the Material, except to the Client's group companies, unless otherwise specifically agreed in writing between the Parties. If the Client transfers rights to its group companies or a third party, the Client shall be liable for their actions as if they were its own.
- 21.4. If the Client publishes research results contained in the Material as part of its own marketing, the Client must cite the research source in the agreed manner. The publication must comply with any guidelines provided by Sanoma regarding source references, visual presentation and the context of the content. The Client may not present the research results in a misleading manner or alter them without Sanoma's separate written consent.
- 21.5. The Client is solely responsible for the interpretation of the research results contained in the Materials and for any decisions made on the basis thereof. Sanoma shall not be liable for the interpretation of the research results or their use in the Client's business operations, nor for the consequences of any measures or decisions taken on the basis of the research results.