

## PATRIA'S GENERAL PURCHASING TERMS FOR SERVICES

December 2022

### APPLICATION

1. These General Purchasing Terms for Services ("**Terms**") shall apply to all orders, requests, agreements, order confirmations and deliveries (together "**Agreement**") between Patria Oyj or any other company belonging to the same group (hereinafter "**Patria**") and any service provider ("**Supplier**") regarding any services performed by the Supplier ("**Services**").
2. Unless otherwise agreed in writing, no other terms shall be applied to the Agreement. Any changes to these Terms shall be agreed upon in writing between the Parties. By accepting the order issued by Patria, the Supplier shall be deemed to have accepted these Terms.

### SERVICES

3. The Services are defined in the Agreement. Any changes to the Services always require Patria's prior written consent.
4. The Supplier shall deliver in connection with the Services any documentation that is required for the full enjoyment of the Services and their results by Patria. Title to any results of the Services shall pass to Patria when the results are delivered.
5. The Supplier shall report on the provision of the Services as reasonably requested by Patria from time to time.

### RESPONSIBILITIES OF SUPPLIER

6. The Supplier shall perform the Services in a timely and workmanlike manner, in accordance with these Terms and the Agreement, with diligence and in accordance with common industry practices. Furthermore, the Supplier shall ensure that the Services comply with all applicable legislation.
7. The Supplier shall correct any defects in the Services (including without limitation the results and related documentation, if any) without undue delay and at its cost and expense.
8. The Supplier agrees to abide by sound business practices and legislation, regulations and other stipulations applicable to the performance of the Services, and to otherwise act in accordance with acceptable ethical practices. These include without limitation antitrust and competition legislation (such as the prohibition on acquiring confidential information through inappropriate means and the prohibition of the illegal use or assignment of confidential information), regulations on trade sanctions and legislation related to the company's operations (such as legislation related to administration, product security and liability), occupational health and security, labour, environment, human rights, privacy and equal opportunities. The Supplier shall not give or receive any bribes, nor participate, contribute or accept any activity related to bribes or corruption. In addition, the Supplier shall, at a minimum, comply with corresponding principles as set out in Patria's Supplier Code of Conduct.

9. For the avoidance of doubt, the Supplier shall ensure that possible subcontractors of the Supplier comply with the foregoing. In case the Supplier or any of its subcontractors breaches any of these responsibilities Patria shall have the right to terminate the Agreement and claim compensation for damage caused.

### SUPPLIER'S PERSONNEL AND SUBCONTRACTING

10. The Supplier shall exercise the rights of employer and shall be responsible for all employer's obligations in respect of personnel, who perform the Services. In no event shall an employment relationship be deemed to exist between the Supplier, the Supplier's personnel or its subcontractors' personnel, if any, and Patria.
11. Patria may require that those Supplier employees, who perform the Services, before commencement of performance, have completed the necessary security clearance according to Patria's instructions.
12. The Services shall be performed by such Supplier's personnel, who have appropriate qualification and experience to perform the Services. The Supplier shall use its reasonable efforts to avoid any changes in the personnel performing the Services.
13. Patria may require that the personnel of the Supplier, who perform the Services, sign individual confidentiality agreements with Patria. The Supplier agrees to take all reasonable actions to assist Patria with concluding such confidentiality agreements with its personnel.
14. The Supplier is obligated to replace, without undue delay and at no cost to Patria, any member of its personnel performing the Services, whom Patria reasonably considers lacking the required competence or who does not agree to sign an individual confidentiality agreement.
15. The Supplier is not entitled to use subcontractors in performance of the Services without Patria's prior written consent. The Supplier shall be liable for its subcontractors' actions and omissions as for its own.

### PRICE AND PAYMENT TERMS

16. The price of the Services is specified in the Agreement. The price shall include all costs incurred from the provision of the Services, including without limitation travel and accommodation costs, overtime compensation and taxes, excluding value added tax. The prices are expressed and paid in Euros.
17. As regards one-time Services, the price stated in the Agreement is always fixed. In case of any continuous Services, the following shall apply:
  - (i) The Supplier shall use its best efforts to keep the prices as competitive and cost efficient as possible in comparison with other services on the market.
  - (ii) The Supplier is entitled, once in a calendar year, to propose negotiations in order to change the prices. A proposal to increase prices must be justified and increases shall be based on increased production costs.
18. Unless otherwise agreed, (i) any monthly fees shall be invoiced monthly in arrears and (ii) any other prices are invoiced after the delivery of the Service in question. The payment term shall be 60 days net from the date of receiving the invoice.

19. However, if there is a defect in the Services, Patria has the right to withhold payment until the defect has been corrected.
20. An invoice shall include a description of the work performed and in case the price of the Service is based on hourly rate, the hours used for the work.

## INTELLECTUAL PROPERTY RIGHTS

21. "**Intellectual Property Rights**" shall mean, in whatever form, patents, pending patents, utility models, copyright, trademark, design rights, trade names and any other intellectual property rights including but not limited to trade secrets.
22. "**Foreground IPR**" shall mean any Intellectual Property Rights resulting from the Services performed by the Supplier to Patria under the Agreement.
23. "**Background IPR**" shall mean any other Intellectual Property Rights which are not Foreground IPR, such as any Intellectual Property Rights generated outside the scope of the Agreement.
24. All Foreground IPR (including the right to modify and assign) shall vest in and be owned by Patria. All Background IPR is and shall remain the property of the Party owning it. Patria shall obtain a non-exclusive, perpetual, royalty-free and worldwide right to (by itself or with a help of a third party) use, modify and further develop Background IPR, which is incorporated in the Services and their results.

## DATA PROTECTION AND DATA SECURITY

25. The Supplier warrants that the Supplier's operations and Services meet the requirements of the data protection legislation valid at any given time. If the Supplier processes personal data on behalf of Patria, the Supplier undertakes to comply with all the rules referred to in Article 28 of the EU General Data Protection Regulation and to conclude a separate data protection agreement.
26. The Supplier shall comply with all data security guidelines and instructions of Patria valid at any time.

## CONFIDENTIALITY

27. All information and material (i) supplied by or on behalf of Patria to the Supplier and/or (ii) that the Supplier has obtained in connection with the performance of the Services ("**Confidential Information**") shall be confidential and the property of Patria, excluding information proven to have been public knowledge or published by a third party without any breach of contract against Patria. For clarification, any data that is generated in connection with the provision of the Services, and which relates to Patria and/or its operations, belongs to Patria and is considered as Patria's Confidential Information.
28. The Confidential Information shall remain the exclusive property of Patria. The Supplier shall keep all Confidential Information strictly confidential and shall not use Confidential Information to any other purpose than for the provision of the Services under the Agreement. Furthermore, the Supplier shall not disclose to third parties any Confidential Information except to the extent strictly necessary for the provision of the Services under the Agreement.

29. The Supplier is required to destroy the Confidential Information (i) if so requested by Patria or (ii) in any event no later than when the information is no longer necessary in view of complying with the Agreement. However, the Supplier may retain Confidential Information in automatically stored back-ups or automatically created temporary files and/or metadata, which are regularly destroyed and which the Supplier cannot access without specific expertise, provided that the confidentiality obligations set out in these Terms are complied with until such information has been destroyed.
30. The confidentiality obligation set out above shall stay valid also after the termination of the Agreement.

## TERMINATION

31. If the Agreement is fixed term, the Agreement shall terminate without separate notice of termination at the specified end date. In case the Agreement concerns the performance of a one-time Service, the Agreement shall terminate when the Service and all obligations under the Agreement have been performed and fulfilled.
32. In case of continuous Services, (i) Patria may terminate the Agreement by written notice to the Supplier with one (1) month's prior written notice, and (ii) the Supplier may terminate the Agreement by written notice to Patria with six (6) months' prior written notice.
33. Furthermore, the Agreement may be terminated with immediate effect by written notice by the non-defaulting Party in the event (i) that the other Party commits a material breach of this Agreement and fails to remedy such breach within thirty (30) days after having been given written notice in respect thereof or (ii) it is evident that the other Party cannot fulfill its obligations under this Agreement.

## APPLICABLE LAW AND DISPUTE RESOLUTION

34. These Terms and the Agreement shall be governed by and construed in accordance with the substantive law of Finland, without regard to its rules for choice of law.
35. All disputes or claims arising out of or relating to these Terms and/or the Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration shall be Helsinki, Finland and the language shall be Finnish. Alternatively, Patria may also always bring action against the Supplier at the District Court of the domicile of Patria or the domicile of the Supplier.

## OTHER TERMS

36. **Force Majeure.** Events of force majeure ("**Force Majeure**") are events beyond the control of the Party which occur after the time of signing of the relevant purchase order and which were not reasonably foreseeable at the time of signing of the purchase order and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Neither Party shall be liable to the other Party for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. If the fulfillment of an order is delayed more than three (3) months due to Force Majeure, the Party who is not affected by the Force Majeure, shall have a right to cancel the order.

37. **Transfer.** Neither Party has the right to transfer the Agreement or any of its rights or obligations to a third party unless otherwise agreed in writing.
38. **Amendments.** Any amendments or changes to the Agreement and these Terms must be in writing and agreed by both Parties.
39. **Survival.** The Clauses of these Terms and the Agreement, which by their character are meant to survive the termination of the Agreement, shall survive such termination.
40. **References.** The Supplier has no right to use Patria as a reference without Patria's consent.