

## Mandate agreement

### *1. Parties*

Entrepreneur's information:

Name: \_\_\_\_\_

Business ID: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Client's information:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The entrepreneur is a private trader. No employment contract (as referred to in the Employment Contracts Act) exists between the parties.

OP Palvelut Oy provides the OP Light Entrepreneur service to the entrepreneur. OP Palvelut Oy is not a party to this agreement and shall not be liable for the contents of the agreement in any respect. The entrepreneur and client are responsible for ensuring that the contents of the mandate agreement correspond to what has been agreed about the work performance.

### *2. Description of mandate*

Briefly describe the mandate and the tasks that it involves:

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### *3. Duration of mandate*

The agreement is valid from: \_\_\_\_\_ to \_\_\_\_\_

**OR**

The agreement is valid indefinitely from: \_\_\_\_\_

**OR**

Until the agreed tasks are carried out: \_\_\_\_\_

### *4. Fee*

☐ Total compensation: \_\_\_\_\_ euros

**OR**

☐ Hourly rate: \_\_\_\_\_ euros/hour

**OR**

☐ Other fee basis: \_\_\_\_\_

All fees listed above are subject to VAT valid at the time.

### *5. Billing cycle & payment term*

Billing takes place: Monthly / After the order is completed / Other billing cycle, what?

\_\_\_\_\_

The payment term is 14 days net.

Any additional work and alterations must be agreed in advance in writing

### *6. Dissolution of the agreement*

An agreement that is in force indefinitely can be cancelled with a notice period of one (1) month

However, the agreement can be dissolved effective immediately if

- Either party is in material breach of the agreement and does not rectify the breach within 30 days of the other party notifying about the breach
- Either party is filed for bankruptcy or financial restructuring or the company becomes permanently insolvent

### *7. Liability for damages*

The parties' liability arising from this agreement is limited to direct damages.

Neither party shall be liable for damages or negligence resulting from actions taken by the authorities, strike, lockout, war, disruption in payment transfers or telecommunications or other insurmountable and unexpected factor that is beyond the party's control and results in consequences which the party could not have avoided by exercising all due care.

Both parties shall be responsible for obtaining sufficient insurance for their property and operations, unless otherwise agreed between the parties.

### *8. Confidentiality and intellectual property rights*

Each party shall be obliged to keep the other party's business and professional secrets confidential, unless otherwise agreed between the parties.

All intellectual property rights that have not been explicitly transferred by an agreement shall remain the property of the parties, and this agreement shall not place any restrictions on the rights of copyright owners under the Copyright Act. The parties shall be responsible for ensuring that the mandate does not infringe the copyrights, other rights under the Copyright Act or intellectual property rights of third parties in any respect.

### *9. Amendment and transfer of the agreement*

Amendments to the agreement must be made in writing and approved by both parties. The rights and responsibilities described in the agreement are binding and cannot be transferred to another person.

### *10. Applicable law*

The agreement is governed by Finnish law. Any disputes arising from the agreement shall be primarily settled by way of negotiation between the parties. If the dispute cannot be settled, the matter shall be settled in the competent district court.

### *11. Additional information*

Briefly describe other relevant details to be included in the agreement:

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*12. Signatures*

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Date and place

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Entrepreneur

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Client