**Resource Hiring Agreement**

**1. The parties of the agreement and the subject of the contract**

Company B (Business ID: )) (”Customer”) and Company A (Business ID: ) (”Contractor”) agree with this Resource Hiring Agreement (“Agreement”) on the provision of the agreed experts for the Customer’s use on mutually agreed days (“Experts”) as described in more detail in Section 2.

The Customer and Contractor shall herein be referred to each separately as a ”Party” and both together as the “Parties”.

**2. Experts**

Contractor appoints the following Expert with the following hourly rate for the Customer’s use for the duration of this Agreement or another mutually agreed schedule:

● Name, title, ( euros/hour + VAT)

The Expert shall work full-time, averaging 37.5 hours / week as agreed in more detail during the Agreement, excluding pre-announced training days, sick days, annual holidays and other similar absences. Public holidays in Finland are not counted as working days.

The Expert(s) shall work under the Customer’s direction.

If not otherwise agreed, the Expert will work in the facilities of the Customer. The Customer is responsible for the facilities and their suitability for the work of the Expert(s). The Customer is responsible for occupational safety and direction of the Experts. The Customer is also responsible for the training of any Customer or project specific methods and tools, as well as for the provision of appropriate workspaces, tools and equipment for use by the Expert(s).

Contractor is responsible for ensuring that the Experts have the agreed skills and experience. As the Agreement concerns resource hiring services, the work performed by Experts and work results do not have other warranties than those provided in this Section.

**3. Invoicing**

Contractor invoices the work of the Experts on a time and material basis in accordance with the hourly rates specified in Section 2. The payment terms are 14 days net from invoice date. VAT will be added to the prices according to the applicable regulations.

Unless otherwise agreed, the Expert(s) will report the time spent for work to Contractor and Contractor will invoice the Customer in accordance with these reports.

Ordered work that exceeds normal daily working times is charged as follows: the normal rate plus (i) a 50% increase of the unit price on weekdays, (ii) 100% increase of the unit price on Saturdays and (iii) 200% increase of the unit price on Sundays and public holidays. Night work i.e. work done between 22:00 and 06:00, is agreed separately and is always charged by at least 100% increased unit price.

Contractor charges actual travel and accommodation costs, as well as daily allowance in accordance with guidelines of the Finnish tax authorities, for trips ordered by the Customer to outside the greater Helsinki area. Travel time for such trips is charged by 50 % of the applicable hourly rates.

**4. Results**

All rights to the results of the work done by the Experts (“Results”), including the right to make changes to and further assign such rights, are transferred to the Customer upon Customer’s payment of Contractor’s invoice for the Services in question.

The Results can include or require open source software, third party software or standard software or material (together “Pre-existing Material”). All rights to the Pre-existing Material belong to and remain as property of the applicable rightsholder. The Customer will receive usage rights to all the Pre-existing Material exhaustively in accordance with the applicable licensing terms and conditions

If not otherwise agreed, the Customer is responsible for the management and storage of all Results.

**5. Confidentiality**

The Parties agree not to disclose any material or information received from and belonging to the other Party, that has been marked as confidential or that should by their nature otherwise be understood to be confidential.

The receiving party has the right to use such material and information only for the purposes of this Agreement. The receiving Party may disclose such material and information to its advisors and other third parties only when it is essential for the purposes of this Agreement and the third parties in question have agreed to a confidentiality obligation with regard to the materials and information in question that is at least as protective as the provisions of this Section 5.

The obligations in this Section 5 do not apply to information that

(i) is generally available or otherwise public;

(ii) the Party has received from a third party not subject to confidentiality obligations;

(iii) the Party was in possession of before receiving the same information from the other Party and the information was not subject to confidentiality obligations;

(iv) the Party has independently generated without using material or information received from the other Party; or

(v) the Party must disclose under law, regulation or based on competent authority’s order or court decision.

Both Parties may use the professional skills and experience they have acquired in connection with the Agreement.

The confidentiality obligations in this Section 5 remain in force for three (3) years after the termination or expiration of the Agreement.

Unless otherwise agreed, Contractor has the right to use the name of the Customer and the cooperation subject to this Agreement as reference, taking care of the confidentiality of the Customer’s confidential material and information.

**6. Other Terms**

Unless otherwise agreed, the Agreement is valid until further notice. If the Agreement is valid until further notice, either Party may terminate it by giving the other Party at least 4 weeks’ prior written notice. Either Party may terminate the Agreement with immediate effect if the other Party commits a material breach of the Agreement and fails to remedy a remediable breach within 30 days from the receipt of the other Party’s notice identifying the breach and requiring its remedy.

Neither Party shall be liable for indirect damages, such as production losses, lost profits, anticipated savings or loss of profit. The total aggregate liability of a Party under this Agreement is limited to twenty (20) percent of the sum paid by the Customer to Contractor in the 12 months preceding the cause for the claim. The limitations of liability agreed in this paragraph do not apply to damages caused by gross negligence or willful misconduct.

**7. The Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of Finland, with the exception of provisions concerning its conflict of laws.

Disputes relating to this Agreement will be finally settled by arbitration in Helsinki in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Finland Chamber of Commerce. The language of the arbitration shall be English.

**8. Signatures**

This Agreement is made in two identical copies, one of which is for each Party. The contract can also be signed electronically, whereby the electronic signature produces the same legal effect as the handwritten signature.

**Company A Company B**

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**Name: Name:**

**Title: Title:**

**Time: Time:**

**Place: Place:**