

GENERAL PURCHASE TERMS

(“Terms”)

1. SCOPE OF THE TERMS AND PARTIES

These Terms shall apply to all offers, legal relationships and Agreements under which any supplier (“**Supplier**”) provides the Services (as defined hereinafter) to **so.fa.dog OÜ**, a company duly established and existing under the laws of the Republic of Estonia, having a registry number 14907465 and having its registered office at Kastiku tee 9, 11912 Tallinn, Estonia, e-mail hi@so.fa.dog (“**Customer**”). Supplier and Customer are hereinafter referred to each as a “Party”, and together as the “Parties”. “**Services**” shall mean any professional services agreed to be provided by the Supplier in the Agreement. “**Agreement**” shall mean the documents that incorporate or reference to these Terms, such as: (i) an agreement concluded in the form which can be reproduced in writing by the Parties (e.g. by exchanging emails), or (ii) Supplier’s binding offer that is accepted by Customer. “**Specifications**” shall mean the specifications of the Services in the Agreement.

Deviations from and additions to these Terms shall only be valid if they have been expressly agreed in the form that can be reproduced in writing. These Terms form an integral part of the Agreement. In the event of a conflict between the Terms and the other terms and conditions of the Agreement, the text elsewhere in the Agreement shall prevail. The application of the Supplier’s selling or other terms and conditions is expressly rejected. If any provision of these Terms is null and void or annulled, the other provisions of these Terms shall remain in full force.

All offers and other statements by the Supplier shall be without obligation, unless the Supplier expressly indicates otherwise in the form that can be reproduced in writing.

2. SUPPLIER’S OBLIGATIONS

Upon provision of the Services, the Supplier takes into consideration that in its business the Customer collects, analyzes and rationalizes news stories around the world and publishes news clips, videos, abstracts, short summaries as its journalistic activities in its smartphone applications (the “**App**”). The Customer’s aim is to bring all relevant news to its readers in an accessible and easy to follow mode. The Customer’s aim is to enable its users to consume news clips in just seconds by only showing the essential information. The Services shall be provided in a manner which enables the Customer to achieve the aforementioned.

Upon creating the news clips (or parts of it) the Supplier shall provide the Services timely, will follow the Customer’s guidelines and will provide the Customer information about the Services on the Customer’s first demand. The Supplier ensures that work performed in relation to the supply of the Service and its results comply with the requirements of legislation, including best practices, and shall follow generally recognized professional standards and video production quality standards. The Supplier performs his/her/its duties in a loyal manner, conscientiously, timely, accurately, with due diligence arising from the nature of the work, following thereby the Customer’s orders, instructions, and rules. In case of any inaccuracies the Customer shall have the right to request immediate correction from the Supplier.

All delivery and other periods shall be agreed in the Specifications of the Agreement. If delivery time is not agreed, then the Supplier shall deliver the Services within 2 calendar days as of receipt of the Customer’s order.

The Supplier refrains from providing any false information to the Customer and from damaging the Customer’s reputation in any way. The Supplier shall follow **journalistic ethics and standards**, and be guided by common **values** in journalism: honesty (incl. not mislead public), independence and objectivity, fairness, diligence, accountability.

The Supplier undertakes to procure, at his/her/its own expense, all equipment, means of work and labour force required for rendering the Services.

The Supplier is obliged to inform the Customer about all the significant issues in relation to rendering the Services and of any obstacles to the provision of the Services in the agreed manner or time.

Communication between the Parties takes place through electronic communication tools such as mobile phone, e-mail, WhatsApp, Messenger, Skype, Basecamp (or other messenger and/or video programs).

3. CUSTOMER’S OBLIGATIONS

The Customer is obliged to pay to the Supplier the price in the amount and pursuant to the procedure provided for in **Clause 4** of these Terms.

The Customer shall provide instructions and information to the Supplier necessary for the provision of the Services.

4. APPROVAL, PRICES AND PAYMENT

Prices for the Services are agreed in the Agreement. In case prices have not been agreed in the Agreement they shall be in accordance with the Customer’s price list applicable for purchasing of the Services in force from time to time.

The price payable shall include all the necessary costs required to be taken in relation with rendering the Services.

All prices shall be in Euros unless agreed otherwise. All payments shall be made via bank wire in Euros unless agreed otherwise (e.g. the Parties can agree on a TransferWise payment). If another currency is agreed, Parties will fix the currency exchange rates on the Euro parity in relation to the agreed foreign currency (by default an exchange rate from <https://www.xe.com/> is applied). All prices shall be inclusive of turnover/value-added tax (VAT) and other taxes, customs duties or levies imposed by the government, and are for risk and account of the Supplier.

The Customer shall make all remarks with regard to the Services to the Supplier at the latest within 4 calendar days of the receipt of the complete works delivered to the Customer in the framework of the provision of the Services. Works shall be considered delivered if the Customer has received the works in its possession which confirm to the Agreement. In the event Supplier receives no remark within such time, the Customer shall be deemed to have approved the Services and the Supplier will have the right to demand payment for the Services rendered.

If not otherwise agreed in the Agreement the Services will be invoiced or paid for biweekly afterwards or upon completed delivery of the Services.

In case the Customer shall fail to fulfil its obligation to pay the price as stipulated hereunder and in the Agreement, the Supplier has the right to demand a fine for delay in the amount of 0.05% of the sum in delay per day.

5. COPYRIGHT AND OWNERSHIP

The Supplier ensures that all results of the work performed by the Supplier under these Terms and/or Agreement shall be the property of the Customer. The Customer shall have full copyright (hereinafter referred to as the “**Copyright**”) and ownership to the work results produced by the Supplier, its employees and/or other natural persons it uses for rendering of the Services. Their ownership and any rights attached to them shall hereby transfer to the Customer. Any Copyright fee is considered to be included in the payment agreed in **Clause 4** of these Terms. Such protected work results include any and all results of intellectual activity including inventions, software (including source and compiled code), utility models, industrial designs, integral circuit designs, know-how, databases, copyrights (including illustrations, literary works, mask works, multimedia works, videos, graphs, logos, charts, documentation, photographs, graphic works) and all other business or technical information and developments, as well as improvements and other modifications of the results of intellectual activity, created by the Supplier or its employees or any other natural persons it uses for rendering the Services (authors) alone or in collaboration with others. Such Copyrights shall entirely belong to the Customer on the territory of all countries of the world as of the date of their creation and regardless of the Supplier’s/author’s duty to notify the Customer about creation of the results of intellectual activity.

Hereby the Supplier guarantees, agrees and acknowledges that the Supplier and/or any natural persons it uses to provide the Services do not retain a right to use service creations (results of intellectual activity) itself/himself/herself, as well as to provide third parties with any rights to use these service results of intellectual activity. The Supplier agrees not to adapt, de-compile or otherwise impact service results of intellectual activity without prior written consent of the Customer.

The Supplier undertakes to render the Customer under the Customer’s request all and any assistance that the Customer may deem necessary for proper and full ensuring and securing of the Customer’s exclusive title to the Supplier’s service results of intellectual activity in any country of the world. Also, the Supplier undertakes to assist the Customer under the Customer’s first request in course of enforcement, registration, protection of the Customer’s rights with respect to the Supplier’s service results of intellectual activity. Particularly, the Supplier undertakes to provide all necessary assistance to the Customer in preparation of any documents, required for obtaining of patents by the Customer, as well as documents, required for proper registration of service results of intellectual activity and/or for compliance with any other procedures and formalities necessary to assert the Customer’s ownership of exclusive rights to service results of intellectual activity. The Supplier shall also fully assist the Customer in protecting such intellectual property, where such rights

are infringed by third parties or where any claims or lawsuits are filed against the Customer in connection with the use of such rights by the Customer.

The right to obtain a patent with regard to such service results of intellectual activity as inventions, industrial designs or utility models, created as prescribed above, belongs to the Customer in any country of the world.

Hereby the Supplier guarantees that the Customer can, and explicitly authorizes the Customer to: (a) use the Services results of intellectual activity without indicating of any author's name (anonymous use) or in the name of the Customer, (b) release and publish Services results of intellectual activity or any of service results of intellectual activity parts at any time under the Customer's own discretion, and (c) to make any changes, modifications and reductions to the Services results of intellectual activity.

During the term hereof the Supplier shall inform the Customer in the form that can be reproduced in writing and in a timely manner of creation of any Service intellectual activity results, including software, databases and videos, regardless of the fact that Service intellectual activity results are created by the Supplier and/or natural persons it uses to render the Services alone or in collaboration with others and regardless of service intellectual activity results' assumed protectability. The Supplier undertakes to deliver to the Customer all documents, copies and other materials and tangible media related to such Service intellectual activity results.

If any such rights exist, then in respect of the rights related to the Copyrights and/or any rights to the Service results of intellectual activity which cannot be transferred by virtue of law such as author's personal rights, the Supplier hereby grants the Customer against the payment agreed in **Clause 4** of these Terms the exclusive, **unconditional and irrevocable right (license)** to use and sub-license all the said rights on any territory. Supplier waives the right to use those itself. Besides the payment no other fees or compensation shall be paid for this.

The Supplier warrants that its creations shall not violate the rights of any third party.

6. DATA PROTECTION

Upon processing any personal data in the framework of the Services, the Supplier shall always be the "data controller" in the meaning of General Data Protection Regulation 2016/679 of the European Union ("GDPR").

The Supplier shall fully perform the obligations of the data controller and other obligations relating to personal data processing arising from GDPR.

It will be taken into account that personal data may be processed and disclosed in the media for journalistic purposes without the consent of the data subject, in particular disclosed in the media, if there is public interest therefor and this is in accordance with the principles of journalism ethics. Disclosure of personal data must not cause excessive damage to the rights of any data subjects.

The Supplier shall ensure that the Customer will be released from any liability arising from the Supplier's breach of any data protection requirements set forth in GDPR and/or other laws. Pending such release, the Supplier undertakes to indemnify the Customer against all amounts paid by the Customer to any third party pursuant to any such obligation (and all costs incurred in connection with such obligation).

7. CONFIDENTIALITY

The Supplier shall maintain the confidentiality of any information regarding the Customer and its business ("**Confidential information**"), including but not limited to all information concerning scientific, technical, financial, economic, commercial and other business data, documents and records and know-how, the Customer's business contacts and clients. The obligation to maintain business and production secrets extends also to any other information that is indicated by the Customer as confidential. The Supplier shall take reasonable measures for preventing disclosure of any Confidential information to third persons.

8. LIABILITY

Supplier shall indemnify, defend and hold harmless the Customer from and against any claim, liability, expense, action or suit by any third party claiming that the information or materials provided by the Supplier to the Customer upon provision of the Services infringe the third party's intellectual property or other rights, or are false or inaccurate information, or against journalistic ethics or standards or law.

A Party shall be liable for any damage caused to the other Party which arises from the breach of any of its obligations. The Customer is not liable for damages caused by inaccurate information provided by the Supplier.

9. TERM AND TERMINATION

Unless otherwise agreed in the Agreement, the Agreement shall be in force for an indefinite period. In case the Agreement is in force for a fixed term, after the fixed term it shall continue in force for an indefinite period.

When the Agreement is in force for an indefinite period, either Party may terminate it with three (3) full calendar months' notice in the form that can be reproduced in writing (e.g. by e-mail) to the other Party.

Either Party may terminate the Agreement immediately with a notice in the form that can be reproduced in writing to the other Party in case:

- (a) the other Party commits any material breach of the Agreement and fails to remedy the same within ten (10) days after receipt of a notice in the form that can be reproduced in writing by the other Party, or
- (b) of the grounds set forth in the law.

Any termination shall be without prejudice to the rights of either Party, which may have accrued until the date of termination.

10. MISCELLANEOUS

The Agreement may be amended or modified only by an agreement of the Parties on the format that can be reproduced in writing (e.g. by e-mail).

Notifications sent through e-mail will be considered duly delivered on the same day of the issuance.

The Parties shall address all notices and notifications to each other by e-mail at the addresses stipulated in the Agreement.

Parties may not assign any of their respective rights and obligations under the Agreement without an approval of the other Party.

Upon any termination of the Agreement, the provisions of the Agreement relating to Copyright, proprietary rights, confidentiality, and liability shall survive. Also, any other provisions which by their nature contemplate effectiveness beyond the termination of the Agreement, shall survive the termination.

The Agreement constitutes the complete agreement between the Parties with respect to the subject matter of the Agreement and supersedes all previous negotiations, oral and written agreements, marketing materials and proposals and other communications between the Parties with respect to the subject matter of the Agreement.

If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.

No change, deletion, modification, amendment, supplement to or waiver of the Agreement shall be binding upon a Party unless agreed in form that can be reproduced in writing by both Parties.

These Terms and the Agreement shall be governed by Estonian laws.

The Parties shall make their best effort to resolve any disputes arising from the contract by negotiations. If the Parties fail to resolve a dispute by negotiations, the dispute shall be resolved by the Harju County Court.

The specific details of the Agreement are confidential. This confidentiality obligation does not extend to persons who have the right to receive information pursuant to the effective legislation. The Parties may disclose information constituting the object of the confidentiality obligation to their legal advisers or other consultants.

Publication	Validity	Main changes
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