

STANDARD TERMS FOR PROCUREMENT FINNAIR GROUP

1. General

These Standard Terms for Procurement (the "**Standard Terms**") shall apply to procurement of any Goods and/or Services (as defined below) by Finnair Oyj or Customer Affiliate (as defined below), (collectively together with the Finnair Oyj, the "**Customer**") together with the other parts of the agreement (collectively together with the Standard Terms, the "**Agreement**") concluded between the Customer and the Supplier (as defined below). No amendments or modifications to the Standard Terms shall be valid, unless accepted in writing by the Customer. Nevertheless, a valid written agreement for the purchase of the Services and/or Goods shall prevail over these Standard Terms if concluded.

The Customer does not grant exclusivity to the Supplier for the delivery of any Goods or Services, nor does the Agreement restrict in any way the Customer's possibilities to conclude agreements with third parties. The Customer shall have no obligation to order the Goods or Services and is not bound by any minimum volume requirements, unless otherwise specified in the Agreement.

2. Definitions

For the purpose of these Standard Terms, the following terms shall have the following meanings:

"**Applicable Laws**" means all applicable laws of any jurisdiction, including without limitation securities laws, tax laws, social, employment and welfare laws, data protection laws, tariff and trade laws, ordinances, judgements, decrees, injunctions, writs and orders or like actions of any Competent Authority and the rules, regulations, orders, interpretations, licenses and permits of any Competent Authority.

"**Competent Authority**" means any international, national, federal, state, county, local or municipal government body, bureau, commission, board, board of arbitration, instrumentality, authority, agency, court, department, inspectorate, minister, ministry, official or public or statutory person (whether or not autonomous) having jurisdiction over the Agreement or either of the parties.

"**Customer Affiliate**" shall mean any corporate entity who is a member of the Finnair group of companies and whose ultimate holding or parent company is Finnair Oyj or any entity directly or indirectly controlling, controlled by, or under common control with Finnair Oyj.

"**Force Majeure**" means an event (i) which is unusual and unforeseen, (ii) occurs after the conclusion of the Agreement, (iii) which is outside the control of the affected Party and (iv) the effects of which cannot be reasonably avoided or overcome.

"**Goods**" shall mean any goods or products to be delivered by the Supplier to the Customer as specified in the purchase order, agreement or other document making reference to the Standard Terms.

"**Intellectual Property Rights**" or "**IPRs**" means copyrights, including right to assign the copyright or edit works protected by copyright, patents, utility models, registered or unregistered models, trademarks and other intellectual property rights, regardless of whether they may be registered and whether they are registered as well as any applications relating to the aforementioned rights.

"**Services**" shall mean any work, services and tasks performed or to be performed by the Supplier and/or services made available online, as specified in the purchase order,

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agreement or other document making reference to the Standard Terms.

"**Supplier**" shall mean the contracting party who has concluded the Agreement on the delivery of Goods or Services with the Customer.

Where the context so admits, with respect to the above definitions, the singular shall include the plural and vice versa.

3. General Obligations of the Supplier

The Supplier shall perform the agreed Services and/or supply the agreed Goods with all due skill, diligence, prudence and foresight which can be expected from a leading supplier skilled and experienced in the field of such Goods or Services and shall comply with all Applicable Laws, quality standards and the Customer's reasonable instructions.

The Goods and/or Services shall in all respects conform to the Agreement and shall always be fit for the specific purpose for which the Customer has acquired such Goods or Services.

The Goods shall be delivered and/or the Services shall be performed in accordance with the agreed time schedule and pursuant any service levels agreed.

Should the Services and/or Goods differ from the aforesaid requirements in any manner, the Supplier's delivery of the Services and/or the Goods shall be considered defective.

4. Supplier's Representations and Warranties

The Supplier represents and warrants that

(i) it is entitled to conclude the Agreement and that its contractual obligations do not infringe any rights of third parties;

(ii) it conforms to all Applicable Laws in its operations and in performing its obligations;

(iii) it has a liability insurance covering sufficiently the Supplier's potential liability, however not less than one million (1.000.000) Euro per event covering the Supplier's potential liability towards the Customer and shall, if requested by the Customer, provide a copy of the insurance certificate and the relevant terms and conditions;

(iv) all material, equipment and supplies furnished (a) shall satisfy and perform in accordance with, the requirements and specifications; (b) are free from defects in design, workmanship and materials; (c) are manufactured and supplied in compliance with all Applicable Laws; (d) are new; (e) are free from liens or other title encumbrances or defects; (f) can be used by the Customer without infringing or violating the rights of any third parties; and (g) are free from any contamination by hazardous or toxic waste, chemicals or materials of any kind;

(v) it is in full compliance with the international economic, trade and financial sanctions and/or embargoes enacted any Competent Authority;

(vi) it is neither owned nor controlled, directly or indirectly, by a blocked person or entity as specifically named on a list of sanctioned persons and entities upheld by any Competent Authority; and

(vii) the representations and warranties set forth in this Section 4 are true and correct, and, shall immediately notify the Customer in writing if it becomes aware that any of them are untrue, misleading or incorrect.

5. Supplier's Ethical Business Conduct

The Supplier shall act in compliance with Finnair Group Supplier Code of Conduct. The Supplier shall also ensure that any subcontractors it uses in the performance of or to assist with its obligations shall comply with Finnair Group Supplier Code of Conduct. The Supplier shall on an ongoing basis keep itself updated on changes to and updates of the Finnair Group Supplier Code of Conduct. Finnair will post changes to or updates of the Supplier Code of Conduct at its website.

The Supplier shall at all times comply with all Applicable Laws related to anti-bribery, anti-money laundering and anti-corruption. The Supplier shall not offer, pay, or authorise any financial or other advantage to be given:

(i) to any official or employee of any government or political party, political candidates or employees of government enterprises ("**Official**"); or

(ii) to any person who deals with the Customer in connection with its business,

for the purpose of: (a) obtaining an improper business advantage, or (b) influencing such Official to take, or not take, any action or decision, or

(c) inducing such Official to use his/her influence to affect any act or decision of the government

6. Supplier's Personnel

The Supplier shall ensure that its personnel possess high proficiency and experience to perform and fulfil its obligations.

The Supplier shall without undue delay replace an employee the Customer finds not to have sufficient qualifications to perform the Services or to be otherwise unsuitable. If a certain employee has been named to

provide the Services, the Supplier shall always notify the Customer if this person is prevented from performing the Services and shall replace this person by a new at least equally qualified person, approved in advance by the Customer.

The Supplier is always liable for the supervision of work even if performed in the Customer's premises. The Supplier undertakes to apply the appropriate collective labour agreement in force to its employees working in the Customer's premises.

The Supplier shall not make any claim against the Customer and shall hold harmless, defend and indemnify it against any claims or suits, including costs and expenses incidental thereto, in respect of: (i) property damage or injury or death of a Supplier's employee; (ii) any liability of an employer howsoever connected to the employment relationship between the Supplier and its employees (including without limitation payment of wages, allowances, supplements, severance pays, pensions and or other social security contributions) or (iii) any damage suffered by third parties by reason of a negligent act or omission of a Supplier's employee, save where such liability or claim in each case results from the Customer's breach of its obligations or from a negligent act or omission of the Customer.

7. Subcontractors

The Supplier shall not be entitled to employ subcontractors to perform and fulfil, or assist with, any part of the Supplier's obligations unless otherwise agreed in writing with Customer. The Supplier shall remain fully liable for the performance of its subcontractors as for its own.

8. Delay of Delivery and Defects

The parties acknowledge that the timely delivery of the Goods and/or Services is of essential importance to the Customer. The term for deliveries of Goods is Delivered Duty Paid DDP (named place by the Customer) Incoterms 2020. The Supplier shall promptly notify the Customer of any suspected delays of the Goods or Services delivery. The Services and/or Goods may not be delivered before the agreed delivery time without a prior written consent of the Customer.

The Customer shall be entitled to liquidated damages if a delivery of the Goods or Services is delayed due to a reason attributable to the Supplier and the delay is not caused by an event of Force Majeure.

The amount of the liquidated damages payable by the Supplier to the Customer shall be calculated on the basis of two (2) percent of the price of the delayed part of the delivery per each commencing working day up to the maximum of fifty (50) percent of the total price of the delayed part of the delivery. A delivery shall be regarded as delayed in its entirety, if, despite the fact that a part of the delivery has been performed, the Customer cannot use the delivery for its intended purpose. If a substantial part of the delivery remains delayed for more than ten (10) consecutive working days the Customer shall be entitled to cancel the order or terminate the entire Agreement with an immediate effect.

The Customer seeks to provide the Supplier with a written notice of defects in the Goods or Services without undue delay. At the Customer's request the Supplier shall at its own cost immediately correct or repair any deficiencies and defects in the Goods and/or Services. In addition, the Supplier shall be

liable for any expenses and damages caused to the Customer by the defects.

This Section 8 does not restrict the Customer's other rights or access to any other legal remedies or the right to demand compensation for actual losses exceeding the amount of the liquidated damages.

9. Warranty for Deliveries and Product Liability

The Supplier's deliveries shall come with a warranty period of twenty-four (24) months, calculated from the accepted delivery to the Customer. The warranty shall cover all defects in the deliveries which appear during the warranty period and the warranty shall apply notwithstanding any inspection, testing, acceptance of, or payment for the deliveries by the Customer. The Supplier shall be liable to remedy such defects at its cost without delay after being notified thereof.

Upon receipt of a notice of defect in any of the Supplier's deliveries, the Supplier will, at its own cost and expense (including any transport costs), at the Customer's option, exercise any of the following remedies as requested by the Customer: (i) repair or modify the delivery so that it is non-infringing and in compliance with the Agreement; (ii) compensate the Customer for the full cost of repair if repaired by the Customer; (iii) replace the delivery so that it complies with the Agreement; or (iv) accept the return or cancellation of the defective delivery and refund any amount paid.

The Supplier shall grant the Customer an indemnity against any product liability claims in respect of the Goods supplied. The Supplier shall not make any claim against the Customer and shall hold harmless, defend and indemnify it against any claims or suits

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by third parties, including costs and expenses incidental thereto, in respect of property damage or injury or death of person caused by the Goods, save where such liability or claim in each case results from a negligent act or omission of the Customer.

This Section 9 does not restrict the Customer's rights to demand compensation for its actual losses caused by any defect in the Supplier's deliveries or access to any other legal remedies.

10. Reporting

The Supplier shall report of the progress and phases of the delivery of the Goods and/or Services and any other aspects of its deliveries as may be reasonably requested by the Customer. The Supplier's reporting shall be included in the price without any additional cost to the Customer. Standard reporting shall at the minimum comprise a detailed description of Services and/or Goods delivered, their costs, any quality defects and the Supplier's invoicing.

11. Business Continuity Requirements and Audits

In order to support Customer's business continuity, the Supplier shall have documented continuity arrangements that meet or align with commonly accepted good practices (such as ISO 22301 standards). Upon a disaster, Supplier will promptly undertake all applicable actions required to avoid or, if unavoidable, minimize any interruption to the Services.

The Customer, the authorized representatives of the Customer or the Applicable Authority auditing the Customer (all referred to as "Auditors") shall have the right to audit the Supplier's and its subcontractors operations as relevant for the

performance of the Supplier's obligations, Finnair business continuity and security requirements and Finnair Group Supplier Code of Conduct. Such audits may cover, without limitation, the Supplier's quality, sustainability and continuity responsibilities as well as the Supplier's quality management system, its reporting, instructions, documents, archive, security and trainings related to the delivery of the Goods or Services and the production facilities of the Supplier. The Customer shall deliver to the Supplier a written notice three (3) working days prior to conducting the audit. The Supplier shall at its own expense assist in the audit and provide the Auditor with unrestrained access to all such documents and facilities as requested.

Corrective and preventive actions shall be initiated immediately when a finding has been made during an audit, quality inspection, management review or normal operation. The Supplier shall analyse the finding and, if it is a nonconformity, define the root causes, initiate corrective actions and ensure their efficiency and effectiveness in removing the root cause. The aim is to find a solution which eliminates reoccurrence of the nonconformity.

The corrective actions shall be efficiently informed by the Supplier to all personnel that may be affected including other parts of the organisation where similar tasks are done. The Supplier shall provide the Customer with unrestrained access to follow up information on the status and effectiveness of actions recommended by the Auditor.

Any potential audits or inspections performed by the Customer shall not limit the Supplier's liability in any way. However, any findings and actions originating from Supplier's own audits that cover activities directly or indirectly related to the delivery

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of the Goods or Services to the Customer shall be promptly brought to the attention of the Customer.

12. Financial Risk Management

The Customer may run periodically dependency and financial risk reviews regarding its supplier and partner network. The Supplier shall, upon request of the Customer, provide the Customer with necessary financial reports and analyses of its company operations that are reasonably available and that the Supplier can disclose to the Customer according to the applicable law.

13. Prices and Payment Terms

Subject to Supplier performing in accordance with the Agreement, Customer shall pay the agreed price in accordance and as defined in the Agreement.

Payment shall be due sixty (60) days net from the receipt of invoice. The due date represents the date of payment by the Customer at its own bank. The invoice shall be issued only after the delivery has been completed and the Customer has accepted the delivery. The payment shall only be made against an invoice and the payment term shall not start before the Services and/or Goods have been delivered, and the delivery has been accepted. The Supplier is not entitled to change or adjust the prices. The Supplier shall only be entitled to invoice expenses such as, without limitation, travel expenses and out of pocket expenses, which have been expressly agreed between the parties in advance. The Customer shall pay invoices by wire transfer only, payments by cheque are not supported. The Parties agree to account for the expenses issued by their own banks in relation to the payment

transactions. International payments are sent on a shared service charge basis, i.e. the Customer will pay all costs levied by the Customer's own bank and the Supplier will pay all cost levied by the correspondent bank and Supplier's own bank. The Supplier shall send all invoices electronically as per the Customer's instructions for e-invoices, using the Customer's electronic invoicing addresses. For avoidance of doubt e-mail message with an attached document is not considered as an e-invoice.

Invoices shall be in compliance with all Applicable Laws. In addition to obligatory information under the Applicable Laws each invoice shall contain also the following information:

- (i) reference to the Agreement and/or Customer's purchase order number issued by the Customer's purchase management system;
- (ii) specification of the invoiced scope of supply;
- (iii) name and address of the Finnair Group legal entity and Finnair Group's contact person for the Agreement;
- (iv) name and address of the Supplier legal entity and Supplier's invoicing contact;
- (v) agreed payment term;
- (vi) Supplier's complete and accurate banking details required for wire transfer payment;
- (vii) any other information agreed or reasonably requested by the Customer.

If Customer is overdue with any payment due under the Agreement, Supplier may request interest on the overdue amount at an annual rate equal to one (1) percent above the three (3) month Euribor on due date. Supplier shall make such request within a

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reasonable time, however not later than three (3) months after the payment has become overdue.

Where applicable or separately requested by the Customer, the invoices shall be followed by a separate report setting forth all necessary details for confirming that the invoice and invoiced amount are in line with agreed scope of supply and invoicing principles. The Customer has the right to reject the invoices that do not meet all the requirements mentioned above, and in such cases, the invoice shall be deemed not to have been issued.

Payment by Customer shall be without prejudice to any claims or rights which Customer may have against Supplier and shall not constitute any admission by Customer as to the performance by Supplier of its obligations under the Agreement.

14. Intellectual Property Rights

Any Intellectual Property Rights of the Customer shall vest in and be the sole property of the Customer and will not be transferred, and, no rights of use or any other rights will be given save as expressly otherwise stated in the Agreement.

Supplier hereby grants to Customer and Customer Affiliates a non-exclusive, royalty free, fully paid up, perpetual, irrevocable, transferable, worldwide and sub-licensable right and license to use and exploit in any possible ways (including but not limited to copy, modify, amend, translate, further develop, make available, sell, distribute, assign and sublicense) all pre-existing IPRs pertaining to the Goods and Services.

All right, title and interest in and to all Intellectual Property Rights in or related to any and all Services and Goods developed by

the Supplier under the Agreement in connection with Customer needs ("**New IPRs**"), whether or not specifically recognized or perfected under Applicable Law, shall worldwide and in perpetuity vest in and be the sole and exclusive property of the Customer. The Supplier shall promptly notify the Customer of any New IPRs which result from the Agreement. The Supplier shall assign (and cause Supplier personnel and Supplier subcontractors to assign) any and all such rights to the Customer and give assistance and take such additional actions as may be requested by the Customer to perfect the Customer's rights thereto. For the avoidance of doubt it is recorded here that in consideration of the exclusive rights of the Customer, the Customer shall have the sole right to copy, amend, modify, develop, sublicense and assign the deliverables in connection to Services and Goods and associated documentation or any change thereof.

If and to the extent it is impossible as a matter of law to transfer ownership in New IPRs to the Customer, the Supplier hereby grants to the Customer an exclusive, royalty-free, fully-paid up, irrevocable, perpetual, transferable, worldwide and sub-licensable right and license to use and exploit in any possible ways (including but not limited to copy, reproduce, modify, amend, translate, further develop, prepare derivative works of, communicate to the public and make available, sell, offer for sale, distribute, import, export and manufacture and have manufactured) any and all New IPRs pertaining to the Services and Goods and warrants that Supplier personnel and Supplier subcontractors will do the same. The Supplier further warrants not to take any action that jeopardizes such New IPRs or acquire any such right to any Services and Goods and shall upon request and without cost to the Customer promptly do all such

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things as may be necessary (if any) to formally effect such vesting.

Save for the purposes of the proper fulfilment of the Supplier's obligations hereunder nothing shall be interpreted as granting to the Supplier any rights to Customer data or IPRs of Customer.

The Supplier represents and warrants that (i) the Goods or Services or a part thereof do not infringe any Intellectual Property Rights of third parties and (ii) it has sufficient rights for the performance of the Services and the delivery of the Goods. The Supplier shall indemnify and hold the Customer harmless against any claims, actions, damages, losses, liabilities or costs (including but not limited to attorney's fees and costs) incurred by the Customer as a result of any infringement of alleged infringement of a third party's Intellectual Property Rights.

15. Language

The Services and material or documents related to the Services and/or Goods supplied by the Supplier shall be in English or Finnish language and the personnel of the Supplier shall be able to perform the Services in at least one of those languages.

16. Finnish Act on Main Contractor's Liability

Should the Services provided by the Supplier be governed by the Finnish act on Main Contractor's Liability (tilaajavastuulaki), the Supplier shall prior to commencement of the Services provide the Customer with all necessary documentation to prove that the Supplier has fulfilled the requirements of the applicable law.

17. Security and Personal Data Protection

The Supplier shall comply with applicable privacy and data protection laws as well as the Customer's requirements for security and personal data protection, as effective and as may be amended from time to time.

Should the performance of the Services require an access to the security-controlled airport area, the Supplier shall, at its own cost and expense, acquire and furnish the necessary personnel with required access rights and permits before the commencement of the Services.

When applicable the Supplier can apply for the approved operator status in accordance with the applicable law on the security control of the goods delivered to security controlled airport area where the Supplier warrants that its manufacturing, warehousing, dispatching, or other locations where the Goods are shipped to airport area meet the security standards required for granting of the approved operator status. Otherwise the Supplier acknowledges that the Goods will be subject 100% security control.

18. Force Majeure

Neither party shall be considered to be in default if the fulfilment of all or part of its obligations is delayed or prevented due to Force Majeure.

Whenever any occurrence of Force Majeure is delaying or threatens to delay either party's timely performance, such affected party shall promptly give notice thereof to the other party. The party affected by any occurrence of Force Majeure shall pursue the performance of its obligations immediately when the event of Force Majeure has ceased.

If an event of Force Majeure results in delay or non-performance of thirty (30) days or longer the Customer shall have the right to

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terminate the Agreement in part or in whole with immediate effect, and Customer shall not be liable for any damages related to such termination.

19. Limitation of Liability

Neither party shall be liable to the other for any indirect or consequential losses or damages which are characterized as loss of profits, loss of business, loss of sales, loss of opportunities, loss of commercial reputation or, if applicable, any punitive damages, except for in case of breach of the confidentiality obligations, breach of applicable laws, indemnification obligations related to Intellectual Property Rights or fraud, wilful misconduct or gross negligence, where the limitations of liability under this Section 19 shall not apply provided however that the Customer's liability shall in all cases be limited to the actual loss or the payments made by the Customer for the Goods and Services, whichever is lower.

20. Confidentiality

The Parties agree not to disclose to third parties, without a prior written approval, any contents of the Agreement or any information belonging to the other Party that should be understood as confidential due to the nature of such information (hereinafter "**Confidential Information**"). An exception to this is that Customer has the right to disclose received Confidential Information to Customer Affiliates and its contractors, provided such contractors are bound by confidentiality obligations similar to those contained herein. For the avoidance of doubt, any information of or relating to Customer or its personnel, suppliers, contractors and customers, shall be deemed Confidential Information of Customer.

The confidentiality obligations do not apply to information

(a) which is or becomes available in the public domain without breach of the confidentiality obligations contained herein; or

(b) which a Party has obtained from a third party without being bound by a confidentiality obligation; or

(c) which was in a Party's possession without confidentiality obligation prior to its receipt of such information from the other Party; or

(d) which a Party has independently developed without use or recourse to Confidential Information of the other Party.

The Parties shall use all appropriate efforts, but in any event not less than reasonable efforts, to safeguard the Confidential Information and keep it secure. Supplier shall limit access to Confidential Information to those of its personnel for whom such access is reasonably necessary for the proper performance of the Agreement. Such persons shall be bound by confidentiality obligations not less restrictive than those provided for in the Standard Terms.

Notwithstanding the above, any separate confidentiality agreement made and entered into by and between the parties shall remain valid and binding and shall prevail over these Standard Terms in case of conflict.

21. Reference Use

The Supplier shall not use the Customer or its name as a reference without an express written consent of the Customer. The Supplier shall obtain the Customer's written consent prior to any publication, presentation, public announcement, or press release

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concerning its relationship as a supplier to the Customer.

22. Assignment

The Supplier shall not be entitled to assign any of its rights or obligations to a third party.

The Customer shall be entitled to assign any and all of its rights and obligations in connection with a sale of business and always to another Customer Affiliate. The Customer shall notify the Supplier in writing of the assignment.

All of the Customer's Affiliates shall have the right to purchase any of the Goods or Services from the Supplier on the terms and conditions of the Agreement.

23. No waiver and Severability

No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy.

If any term or provision of the Agreement is held to be illegal or unenforceable, the validity of the remainder of the Agreement shall not be affected.

24. Termination

The Customer may terminate the Agreement without cause at any time by a thirty (30) days' written notice to the Supplier and Customer shall not be liable for any damages related to such termination, except where the Agreement concerns a non-recurring, one-time sale of Goods in which case this right to terminate for convenience does not apply.

The Agreement may be terminated with immediate effect by either party in writing in the event that the other party commits a

material breach of the Agreement and fails to cure such breach, where curable, within fourteen (14) days after written notice of the other party; or, if the other party enters into bankruptcy proceedings or is put into liquidation or if it is found insolvent.

In connection with the termination of the Agreement, the Supplier shall, without extra charge, in good faith co-operate with the Customer in order to provide for the orderly transition of the Services and/or Goods provided by the Supplier to a new supplier. If requested by the Customer, the Supplier shall, *inter alia*, assist the Customer in making a transition plan.

The terms of the Agreement which due to their nature should survive termination of the Agreement such as the confidentiality obligations, warranties and representations, indemnification and governing law and dispute resolution shall survive termination.

25. Governing Law and Dispute Resolution

The Agreement shall be governed by and construed in accordance with the laws of Finland, including the United Nations Convention on Contracts for the International Sale of Goods, where applicable, without giving effect to the principles thereof relating to the conflict of laws. Any dispute, controversy or claim arising out of or in connection with the Agreement shall be finally settled in arbitration in accordance with the Arbitration Rules of the Finnish Chamber of Commerce. The arbitral tribunal shall consist of one (1) arbitrator and the arbitration shall be held in Helsinki, Finland, in the English language if the Supplier does not have its domicile or a branch office in Finland and in Finnish language if the Supplier has its domicile or a branch office in Finland.