

Accounting services
contract **KL2004**



Taloushallintoliitto

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ACCOUNTING SERVICES CONTRACT KL2004

ACCOUNTING FIRM

CLIENT

Business name	Business name
Business ID	Business ID
Domicile	Domicile
Contact person	Contact person
Alternate	Alternate
Address	Address
Telephone	Telephone
Telefax	Telefax
E-mail	E-mail

OBJECT OF THE CONTRACT

The accounting firm shall provide the client with the services marked in the attached service specification.

SERVICE CHARGES

appear in one or several separate pricelists n:o _____ or a pricelist here included.

VALIDITY OF THE CONTRACT

The contract is valid until further notice with a notice period of _____ months.

The contract is in force for a fixed term: _____

CONTRACTUAL TERMS

The services shall be provided in accordance with this contract, the above mentioned attachments and the attached **General Conditions of Contract KL2004**. Order of priority is 1) this accounting services contract 2) service specification and other contract attachments in numerical order and 3) General Conditions of Contract KL2004. General Conditions of Contract KL2004 include limitations of liability of the accounting firm. Limitations of liability apply to all the services produced by the accounting firm whether bookkeeping and accounting or other services, tax planning, advising on taxation and corporate law or other services provided by the accounting firm.

This contract has been executed in originals, one for each signatory.

SIGNATURES

Date _____

Business name _____

Signature _____

Clarification of signature _____

Date _____

Business name _____

Signature _____

Clarification of signature _____

The contractual terms including General Conditions of Contract KL2004 apply also to us, to the extent the services in accordance to their nature affect me(us) or have an influence in my(our) position.

Date _____

Signature _____

Clarification of signature _____

Partner

Signature _____

Clarification of signature _____

Partner

Signature _____

Clarification of signature _____

Partner

Signature _____

Clarification of signature _____

Partner

ACCOUNTING FIRM'S SERVICE SPECIFICATION KL2004

Client: _____

Accounting firm: _____

The assignment includes services in the following service fields, in which the services according to the service specification hereinafter (ticked) shall be supplied

		Date
<input type="checkbox"/> 1. Bookkeeping, accounting, tax and corporate legislation related services		_____
<input type="checkbox"/> 2. Payroll services		_____
<input type="checkbox"/> 3. Electronic bank connection services		_____
<input type="checkbox"/> Debt collection services	Separate annex _____	_____
<input type="checkbox"/> Administrative services	Separate annex _____	_____
<input type="checkbox"/> Remote work services	Separate annex _____	_____
<input type="checkbox"/> _____	Separate annex _____	_____
<input type="checkbox"/> _____	Separate annex _____	_____
<input type="checkbox"/> _____	Separate annex _____	_____
<input type="checkbox"/> _____	Separate annex _____	_____
<input type="checkbox"/> _____	Separate annex _____	_____
<input type="checkbox"/> _____	Separate annex _____	_____

Client's signature

Accounting firm's signature

1. Bookkeeping, accounting, tax and corporate legislation related services

1.1. Bookkeeping

- Arranging bookkeeping vouchers
- Electronic retrieving of bank statements
- Electronic invoice processing
- Scanning of bookkeeping vouchers
- Posting of vouchers
- Audit postings made by client
- Bookkeeping according to cash basis
- Bookkeeping based on invoices
- Bookkeeping according to accrual basis

- Accruals every _____ month(s)
- Bookkeeping every _____ month(s)
- Interim financial statements every _____ month(s)
- Ledger and journals every _____ month(s)

- Preparing ledgers and journals after fiscal year end
- Maintaining the primary books in machine readable form
- Coding of vouchers into machine readable form
- Maintaining the vouchers in machine readable form
- Accounts payable ledger services
- Invoicing services
- Accounts receivable ledger services
- Follow-up of receivables; one letter requesting payment

- _____
- _____
- _____
- _____
- _____
- _____
- _____

1.1.2. Accounting services

- Budgeting services
- Cost control services
- Financing budget
- Funds statement
- Capital expenditure calculations
- _____
- _____

1.1.3. Reports and notifications

- Hard copy of periodic profit and loss statement and balance sheet every _____ month(s)
- Electronic copy of periodic profit and loss statement and balance sheet every _____ month(s)
- Hard copy of management report on _____ periodically every _____ month(s)
- Electronic copy of management report on _____ periodically every _____ month(s)
- Delivery of ledgers and journals to the client every _____ month(s)
- Delivery of information from subsidiary to parent company every _____ month(s)
- Publishing of annual accounts, registering of annual accounts with the Trade Register
- Delivery of annual accounts to third parties that regularly receive them

- _____
- _____
- _____

1.1.3.1. Organisation of the authorizations for electronic notifications to authorities

- Drafting of a power of attorney for the client's approval by using power of attorney for electronic data interchange-procedure
- Assisting the client in establishing Katso identification service and Katso authorization

If neither of above is chosen, the customer is alone responsible for establishing of Katso identification service and Katso authorization.

Electronic notifications to authorities

- The periodic tax return (in which case the periodic VAT return and/or the periodic employers return of the periodic tax return as mentioned below will not be submitted)
- The periodic VAT return of the periodic tax return
- Value added tax recapitulative statement (community sales)
- Employers' annual notifications to tax authorities
- Corporate income tax return

Other electronic notifications

- Employers' annual notifications to insurance companies

1.1.4. Closing of books

- Meeting regarding closing of books
- Preparing of profit and loss statement and balance sheet
- Preparing of funds statement
- Compilation of notes to the financial statements according to Bookkeeping Act
- Compilation of notes to the financial statements according to Companies Act
- Compilation of notes to the financial statements according to:

- Integration of Annual Report information in the notes to the financial statement
- Assisting the client in preparing the annual report
- Compilation of Balance Sheet
- Preparing of consolidated annual accounts of parent company
- Supplying parent company with Annual Accounts information of affiliated company
- Preparing of balance sheet specifications
- Preparing of Annual Accounts information for the Trade Register
- Analysis of financial statements

1.1.5. Archiving

- Archiving of Client's bookkeeping documents: _____

- Retrieving archived material and documents
- Destroying of bookkeeping material after archiving period

1.1.6. In addition to the General Contract Terms KL2004 it is agreed on the following:

1.1.6.1. The Accounting Firm takes care of payments only if it is separately agreed upon in Section 3.

1.1.6.2. Supplying of data

The Client is responsible for being able to supply and receive data in electronic form according to the instructions, guidelines and working methods of the Accounting Firm. The Accounting Firm may amend its working methods e.g. due to changes in data systems. The Accounting Firm pursues to inform the Client about changes in advance when possible. The changes may require adjustments in Client's own operations at own cost.

- When sending messages and attachments in electronic form between parties, these shall be sent as protected/encrypted documents.

1.1.6.2.1. Deadlines for delivery of data

The Client shall supply data

- more frequently than once a month; every _____ day(s)
or weekly, on _____
- by the _____ the day of each month
- by the _____ the day of every _____ month
- for preparing of reports _____ working days before the due date
- for preparing of notifications to authorities _____ working days before the due date
- information on closing of books and on taxation shall be available
to the Accounting Firm within _____ days from the end of the fiscal year
- _____

The Accounting Firm shall deliver

- client's documents after preparing of the monthly bookkeeping
- client's documents after preparing of Annual Accounts
- copies of notifications to authorities and other notifications to third parties, _____
or within _____
from sending a notification
- _____
- _____

1.1.6.2.2. Contents of data

The Client shall supply

- information for invoicing
- copies of sales invoices
- posting summary of sales invoices
- data of sales invoices in machine readable form
- other income vouchers
- purchase invoices
- posting summary of purchase invoices
- data of purchase invoices in machine readable form
- summarized specification of salary payments

- other expense vouchers
- journal of received bank account transactions
- journal of paid bank account transactions
- account statements used as vouchers
- account statements and related vouchers
- cash vouchers for petty cash transactions
- cash journal of petty cash transactions
- other financing transaction vouchers
- duly confirmed self-prepared memos and adjusting-entry vouchers
- other self-prepared bookkeeping documents duly confirmed
- _____
- _____
- _____
- for preparing reports the following: _____

1.2. Services relating to taxation

- Calculation of Value Added Tax (VAT)
- Calculation of social security contributions
- The VAT information for the periodic tax return for declaring on paper
- Scanning, checking and completing the facts of the tax account statement with accounting and informing the customer on payment remarks of the tax statement
- Patronizing in VAT-EU-service
- Corporate income tax return
- _____
- _____
- _____
- _____

1.3. Tax legislation related services

- Legal consulting services on client's request
- _____
- _____
- _____
- _____

1.4. Corporate legislation related services

- Preparation of the minutes of the Board of Directors
- Preparation of the minutes of the Shareholders' meetings
- Consulting services on corporate legal matters on clients' request
- _____
- _____
- _____
- _____

2. Payroll Services

2.1. Paydays

- _____
- _____
- _____

2.2. Reports and notifications

- Statutory documentation of payroll accounts
- Particulars for bookkeeping
- Mailing of pay slips to the employees
- Particulars to client on paid salaries
- An electronic periodic employers return of the periodic tax return
- The information of periodic tax return for declaring on paper
- The right to use the Palkka.fi service
- Employer's annual notification to tax authorities
- Employer's annual notifications to insurance companies
- Summaries of paid salaries, withholdings and related matters
- _____
- _____
- _____
- _____
- _____
- _____

2.3. In addition to the General Contract Terms KL2004 it is agreed on the following:

2.3.1. The Client is liable for corporate-wise interpretation of legislation and contracts.

2.3.2. The Accounting Firm takes care of payments relating to salaries only if it is separately agreed upon in the Section 3.

2.3.3. Supplying of data

2.3.3.1. Contents of data

Client shall supply for payroll accounting

- working hour sheets for calculation
- summarized specifications per salary period
- travelling expense specifications to be compensated
- payroll accounting data in machine readable form

- _____
- _____
- _____

2.3.3.2. Deadlines for delivery of data

Client supplies the data

- _____ working days before payday
- _____
- _____
- _____
- for preparing of certificates and separate calculations _____ working days before due date

2.3.4. Archiving of payroll accounting documents

- _____
- _____
- _____

2.3.5. Contact persons for payroll services

Client: _____

Accounting Firm: _____

3. Electronic bank connection services

3.1. Electronic bank connection services

- Retrieving of bank account balances
- Retrieving of account statements
- Retrieving of bank references
- Payment of domestic invoices; payment plan

- Payment of foreign invoices
- Payment of VAT settlements
- Payment of salaries based on particulars of payroll accounting prepared by Accounting Firm
- Payment of employer's settlements to tax authorities based on particulars of payroll accounting prepared by Accounting Firm
- Payment of Trade Union fees based on the particulars of payroll accounting prepared by Accounting Firm
- Payment of travel expense compensations based on the particulars of payroll accounting prepared by Accounting Firm

Other payments:

3.2. In addition to the General Contract Terms KL2004 it is agreed the following:

3.2.1. Client is liable for securing sufficient balance in the bank account to cover payments on due dates.

Client's bank accounts

3.2.2. Client shall supply approved particulars for preparing of remittance

_____ **working days before the payment day.**

3.2.3. The Accounting firm shall transmit payment details to the bank

without separate consent for payment by Client on due date of invoices

without separate consent for payment by client on cash discount date of invoices

via electronic rotation system of invoice approval

3.2.4. Contact persons for electronic bank connection services

Client: _____

Accounting firm: _____

GENERAL CONDITIONS OF CONTRACT KL2004

These conditions of contract shall be applied to services, offers, order confirmations and services contracts of the accounting firm.

Offer

1. An offer of an accounting firm shall be valid for a period of 30 days from the date of the offer, unless otherwise stated in the offer.

Entry into force of the contract

2. The contract enters into force by signing of the service contract by both parties or when the accounting firm has confirmed the order of the client.

Services

3. The tasks to be performed by the accounting firm are marked with an x in the service specification (hereinafter Services) attached to the contract. If the accounting firm performs on the basis of an order other than the marked services mentioned in the attachment, these terms apply to them as well.

The accounting firm starts to provide the Service forthwith after the client has given the accounting firm necessary information and material and paid a possible advance payment. Accounting firm shall provide the Services carefully and professionally in accordance with the working and reporting methods of the accounting firm.

Basic Information

4. The client shall see that the accounting firm always has up to date basic information on the client (hereinafter Basic Information). Such information include contact, personnel, financial year, Trade Register information, industry, domicile, nationality, members of the board of directors and other necessary information and instructions on the measures to be taken. The client shall name a contact person, to whom the accounting firm can turn if needed to obtain information or decisions in relation to the Services. A party shall inform the other party if the contact person is changed.

Giving of information and instructions on measures to be taken

5. The Client shall supply the accounting firm with the information and material necessary to perform the Services well enough in advance in order to enable the accounting firm to carry out its tasks properly within normal working hours. Unless otherwise agreed, the material must be available to the accounting firm as follows:

- entire accounting material by the 10th day of the month following the end of the month in question
- material relating to calculation of salaries 7 days before the acceptance and payment date

- material relating to financial statements and taxation no later than within 30 days from the end of the financial year
- other material no later than 10 working days before the due date. The client contributes to the producing of the the Services and carefully fulfills its own tasks in accordance with the contractual terms and instructions and recommendations of the authorities and the accounting firm. Enquiries and requests of the accounting firm shall be responded to without delay.

Confidentiality

6. The party shall keep confidential the other party's trade secrets and other confidential information brought to his knowledge. They can not be used to any other purpose than to fulfill the contract. The offer, order confirmation and contract with its terms and thereto included plans and schemes and other material are regarded as confidential. The confidentiality obligation shall survive the termination of the contract. The parties shall ensure that also their employees undertake to observe the confidentiality obligation.

Validity of the contract

7. The contract is valid until further notice with a two months' notice period, unless otherwise agreed. If neither of the parties give a notice on a fixed term contract at least two months before the end of the agreed fixed term, the contract is valid until further notice with a two months' notice period.

Interruption of the Services and termination of a contract with immediate effect

8. The accounting firm has the right to interrupt the Services, if

- a) the payment to the accounting firm is delayed with more than **seven (7) days**,
- b) the client does not provide the necessary information or material in due time or does not otherwise properly contribute to the provision of the Services, or
- c) client breaches the contract in some other manner or breaks the laws, orders, instructions or recommendations of the authorities significant to the provision of the Services.

If the client does not correct the situation within seven (7) days from the written remark of the accounting firm, the accounting firm has the right to terminate the contract with immediate effect.

9. The client has the right to terminate the contract with immediate effect, if the accounting firm essentially breaches the contract and does not begin to correct the situation within seven (7) days from the written remark of the client.

10. A party may terminate the contract with immediate effect, if the other party is declared bankrupt or applied for reorganization or arrangement of debts.

Certain services upon the termination of the contract

11. If the contract terminates before the closing of the accounts of the financial year ended during the validity of the contract is made, the accounting firm will close the accounts, if the client pays an advance payment and provides the accounting firm with information and material needed for the closing of the accounts. If the contract terminates in the middle of the financial year, having received the advance payment the accounting firm prepares the itemization of the balance sheet accounts based on the information available to it. Equally, the accounting firm shall prepare the necessary itemizations of the calculation of salaries and payroll accounting. The accounting firm charges the costs and a fee of the aforementioned Services according to its practice.

Rights to the material, right of retention to the material, transfer of the material to the client

12. The rights to the material and the databases produced by the accounting firm belong to the accounting firm. This condition has no effect on the rights the client has to the material it has submitted to the accounting firm.

The accounting firm has the right to have in its possession the material prepared for the client on the basis of the material the client has submitted to the accounting firm or otherwise until all the receivables of the accounting firm from the client have been paid, unless nothing else is regulated in mandatory bankruptcy or other legislation. The accounting firm shall transfer the material to the client forthwith upon payment. The client shall take care of the picking up of the material at its own expense. If the client does not come to pick up the material on a due date given by the accounting firm at the latest, the accounting firm will send it as registered collect on delivery, unless otherwise agreed. The accounting firm has the right to keep the copies of the material it has produced also after the termination of the contract. The accounting firm keeps the Basic Information at least five years from the termination of the contract. The accounting firm has the right to collect a fee on the keeping of the client's material.

Charges

13. The accounting firm's principles for charging have been agreed upon in contract attachments. In addition to the fee, the Client shall compensate the accounting firm for necessary direct travel and other costs. Unless otherwise agreed, additional work shall be charged in accordance with the accounting firm's practice. Payable additional work is e.g. processing of delayed material and amendment work of the account scheme or other material caused by amendment of law or orders of the

authorities or recommendation of the branch to be taken into use as well as supplementary work due to a request or a notification of authorities or other additional work which is not due to the accounting firm. If the request or a notification of authorities is resulting from an error or negligence due to the accounting firm, the additional work performed due to the request is not chargeable.

The charges do not contain VAT, which is added itemized to the charges together with all the other indirect taxes and charges ordered by the authorities.

Service charge is payable also during the notice period in accordance with the price list of the accounting firm, even though no Services have been ordered and performed during the notice period. The grounds for the charge may be e.g. a monthly charge corresponding to the average monthly charge of the previous six months.

Terms of payment, consequences for default

14. Unless otherwise appears in the price list of the accounting firm or otherwise agreed, the terms of payment is fourteen (14) days from the date of the invoice and interest on overdue payments as set forth in the Act on Interest. The accounting firm has the right to charge the collecting costs of a delayed payment.

Complaints regarding the invoices

15. Complaints regarding the invoices shall be made in writing within ten (10) days of the date of the invoice.

Changes of the payments and the General Conditions of Contract

16. In case of changes in labor costs or in other bases for determining charges, the accounting firm has the right to adjust its charges accordingly.

17. If these General Conditions of Contract applied in the contract change, the accounting firm shall have the right to change the contractual terms by replacing the General Conditions of Contract with the amended General Conditions of Contract.

18. The accounting firm shall notify the client of the aforementioned amendments in writing, no later than thirty (30) days before the adjustment enters into force. Then the client shall have the right to give a notice in writing within fourteen (14) days of the date of the notification to terminate the contract on the effective date of the adjustment.

19. In case the charges or the bases for determining the charges change due to amendment of law or orders of the authorities, the accounting firm shall have the right to amend its charges accordingly. The changes shall be notified fourteen (14) days before they become effective.

Responsibilities of the parties

20. The client, having a legal obligation to keep books, is responsible for its bookkeeping, as a taxpayer he is responsible for paying the taxes and as an employer he is responsible for the obligations related to the employer status. The client is responsible for properly making all the surveillance and official notifications and obtaining the necessary permits. These responsibilities do not transfer to the accounting firm. The client shall see that the appropriate material describing business transactions is collected, kept and delivered to the accounting firm. The responsibility for the correctness, completeness and pertinence for bookkeeping purposes of the information and material supplied to the accounting firm rests with the client. The client decides on what calculations and reports shall be prepared and how they are exploited.

21. The accounting firm shall place the Services and its expertise at the client's disposal in accordance with the contract and these General Conditions of Contract. The accounting firm shall notify the client of errors in the material supplied by the client. Unless otherwise agreed, the accounting firm shall, however, not be responsible for controlling or correcting any computational or other errors in the material provided by the client.

22. The accounting firm is liable for its breaches of contract with the limitation included in these General Conditions of Contract, error in its Services and negligence causing damages to the client. The accounting firm has the duty to compensate the damage only and to the extent that the client proves that due action according to the contract, carried out by the accounting firm on time, would actually have prevented the damage or limited it.

Notifying of the error of the accounting firm and correction of it

23. If an error is discovered in the Service performed for the client by the accounting firm, the client must inform the accounting firm thereof without delay. The accounting firm shall then have the right and the obligation to correct the error it has caused without a charge, as soon as the circumstances permit. If the client neglects to report an error which it has detected, or which it should reasonably have detected, the client shall not have any right to make claims based on the error.

Accounting firm is responsible only for its own activities

24. The accounting firm is not responsible for the taxes of the client, or for damages other than those mentioned in Section 22 above. The accounting firm is not liable for the damages caused by the inadequateness, incorrectness or tardiness of the information or instructions or of the material provided by the client, or damages attributable to the client, or if the damage has been caused by a person, other than employee of the accounting firm, acting on behalf of the client. Nor shall the accounting firm be liable for damages caused by the fact that the client or somebody

acting on his behalf other than employee of the accounting firm has not followed the relevant laws or regulations of the authorities or the terms and conditions agreed. The accounting firm is never responsible for commercial or managerial decisions. They are decided upon and answered for by the client.

Limitation of liability of the accounting firm to direct damages and to maximum amount

25. The accounting firm is not liable for indirect damages, like the loss of income, turnover or markets, interruption of production or service, lost profits or other thereto comparable damages.

Accounting firm will be responsible only for direct damage which has been caused through its negligence. The maximum amount of liability of the accounting firm is however always Euros 10.000 per one event of damage and of all the damaging events appearing during the same financial year Euros 20.000 together. The damage shall be regarded as one event of damage even though the recurrence of the same defect had had influence in it and even though it would influence during several financial years. The damage is considered to have appeared in its entirety during that financial year when it appeared to its essential part, even though a part of the damage would appear during some other financial year.

Breach of a contract, defect or negligence in performing the Services do not cause any other consequences to the accounting firm than the those aforementioned.

Deadline for presenting claims

26. The client shall notify the accounting firm, without delay and in writing, of any claim it may have. If the matter involves an error or deficiency which is detected or can be detected immediately, the notification must be made immediately and in no case later than within fourteen (14) days. Unless an itemized claim is presented to the accounting firm within six (6) months of the detection of the damage, no compensation shall be paid. Furthermore, no compensation will be paid if a claim is presented when more than three (3) years has lapsed after the performing of the Service in question. Nonetheless, if the damage is caused by an error committed by the accounting firm appearing in the Service directly relating to the bookkeeping of the client, which can be residual tax inspected, the time for presenting the claim is six years from the performing of the Service in question instead of the aforementioned three years.

Third party claims

27. Should a third party present one of the parties with a claim for damages based on the Services or the assignment contract, the other party must be notified of this without delay. Should the accounting firm pay damages to a third party, the client shall indemnify the accounting firm for the loss the accounting firm has incurred so far as it is not resulting from the error or omission of the accounting firm in observing of the contract terms.

Subcontractors and the personnel

28. The party is responsible for the work performed by its subcontractors like it is responsible for its own work. Client's obligations towards the accounting firm and the terms on the limitation of liability are in force also for the benefit of the subcontractors, personnel, shareholders and management of the accounting firm.

Liability insurance of the accounting firm

29. The accounting firm keeps in force at its own expense proper liability insurance. Upon the occurrence of an event of damage the client shall for its part submit the insurance company with necessary reports and provide the insurance company with a possibility to assess the quantity and quality of the damage.

Force majeure; grounds for release

30. If the fulfilment of either party's contractual obligations is prevented, impeded or delayed owing to a circumstance beyond the party's control, such as a strike, work boycott, lockout or other labour conflict, a fire or other accident or crisis situation, lightning damage or other act of nature, or due to a disturbance in the communications connections or electricity, the party concerned shall be released from the performance of its contractual obligations and from the sanctions as long as the circumstances require. Error or delay of the authorities or of a bank, a defect in equipment, software, information connections or lines, the breaking off, interruption, or disturbance of data communications or links, and an action taken by a network operator shall be deemed grounds for release.

31. The other party shall immediately be notified of the force majeure and the ending of it.

Notifications

32. Termination or early termination of the contract, as well as other remarks and notifications according to the contract must be made demonstrably. Unless otherwise agreed, the notifications deem to have been made and come to the knowledge of the receiver the following working day of the date when,

- they are left for the post to be delivered and addressed to the address mentioned in the contract or notified later by the party in writing,
- they have been sent to the telefax number mentioned in the contract or notified later by the party in writing, or
- they have been sent to the e-mail address mentioned in the contract or notified later in writing by the party.

Electronic communication

33. The parties are each responsible for information security and anti-virus and other protection software condition and up-dating. The parties know and accept that despite of this electronic communication may be disturbed. The parties may send each other emails and attachment files without encrypting them, unless otherwise agreed. The party is not responsible for the email or attachment file sent through the electronic communication system has been received unchanged or without delay.

The limited remote login of the Software used by the accounting firm

34. If it is agreed that the client produces part of the bookkeeping, accounting, or other material related to the Services through remote login of the application software used by the accounting firm through information network, the following shall be applied, unless otherwise agreed:

Accounting firm acquires, subject to an extra charge, for use of the client a limited right to remote login to the application software the accounting firm is using. The application software is in a server named by the accounting firm or the software supplier which has assigned the access right to the accounting firm. The client is responsible for constructing the data communication connection and the costs for transfer of information as well as the compatibility, functioning and maintenance of the user terminals and computers and the software it is using. The client must have available up to date antivirus and screen wall software. Unless otherwise separately agreed, the accounting firm is not responsible for the performance of the software in the operating environment of the client and not for the need for changes in the client's operating environment caused by possible repairs, updates or maintenance of the software.

The client is responsible for its own use of the software and the contents, accuracy and the due form of the material created by the client with the help of the software. The material so produced by the client is considered to be accounting material assigned by the client to the accounting firm.

The client shall obey the instructions given by the accounting firm and/or a third party, such as the software supplier, and use the remote login right only to the agreed purpose. The client has no right without the written consent of the accounting firm to transfer further the remote login right in whole or in part or the material or the service produced with the help of the software, unless otherwise required by the mandatory rules of law.

The client shall carefully keep the remote login user names and passwords. Unless otherwise agreed, remote login user names can be used only by a user named by and belonging to the personnel of the client. The client is always responsible for the actions made by the user names given to the client.

The accounting firm can give customary advise over the phone on the remote login of the application software. Unless separately otherwise agreed, the accounting firm has no responsibility for the continuous availability of the application software free of interferences and breaks.

The accounting firm is not liable for damages caused by the interferences and breaks. The client shall notify the accounting firm itemized of the interferences and the accounting firm pursues to solve the problem as soon as the quality of the interference reasonably requires and the solving is possible. The repairing may be performed e.g. by giving instructions to bypass the problem. If the interference is caused by other circumstances than those for which the accounting firm is liable, the accounting firm shall have the right to receive separate compensation for the work performed to investigate the interference.

Infringement of intellectual property rights

The accounting firm is liable for the fact that the use of the remote login does not upon conclusion of the agreement infringe with intellectual property rights of a third party in force in Finland. In case a third party deems that the client infringes with his intellectual property right by using the remote login, the client shall forthwith notify the accounting firm in writing of such a claim. If the client authorizes the accounting firm to respond on its behalf to the claim of the third party and gives the accounting firm necessary information and help needed for the handling of the matter, the accounting firm handles it the way it deems the best at its own expense and is liable for the compensation possibly payable by the client. The payment of the compensation requires that the liability for the use of rights belongs to the accounting firm in accordance with the contractual terms.

If the claim is accepted and legally valid or the accounting firm considers the claim justified, the accounting firm has the right at its discretion to

- acquire at its own expense the right to continue the use or part of it,
- replace it with another functionally comparable right
- change the remote login right so that the rights of a third party are not infringed, or
- end the remote login right without notice period.

The infringement of a right is not deemed the fault or delay of the accounting firm. The liability of the accounting firm for the infringement of a right is limited to measures appearing in this section.

The accounting firm is not responsible for the infringement of a right caused by the non-observance of the instructions given regarding the remote login.

Validity and termination of the remote login right

Each party may give one (1) month's notice on the contract on the remote login right, unless otherwise agreed. The remote login right is in force not more than as long as the accounting firm has the right to use the application software. The remote login right ends not later than at the moment the accounting Services contract terminates.

Recruitment limitation

35. Neither party may without the consent of the other party engage a person, who has performed tasks meant by and essential to the Services, employed at that moment or previously by the other party, or agree on any

other arrangement in order to acquire the work input of such a person, before six months has passed from the termination of the accounting Services contract.

Unless otherwise agreed, the party breaking the recruitment limitation shall pay the other party a compensation amounting to six (6) months' gross salary of the employee in question.

The recruitment limitation is not in force, if the employment relationship has ended for a reason attributable to the employer.

Transfer of contract

36. The transfer of contract is subject to a written consent of the other party.

Amending of contract

37. Other amendments to the contract than those mentioned in sections 16.-19. shall be agreed upon in writing.

Previous contracts

38. Contract which includes these terms of contract supersedes all the previous contracts regarding the Services made between the parties and oral and written notifications.

Dispute resolution

39. The parties pursue to solve their disputes through negotiations. Any disputes arising from this contract are to be brought primarily for settlement by mediation in accordance with the mediation rules of the Finnish Bar Association or when enabled by the law, in a court of law. Settlement may be brought to be confirmed by an arbitrator. Otherwise the disputes shall be settled by the district court of the domicile of the defendant.

Other terms

40. These General Conditions of Contract and other documents mentioned in the contract shall be applied to this contract in accordance with the Laws of Finland. Information contained in the brochures, price lists and material of the accounting firm are part of the contract only, if it is separately and explicitly stated so in the offer, order confirmation or contract.

Order of priority

41. If the contractual instruments contradict, they are applied in following order of priority:

1. Accounting Services contract
2. Service specification and other attachments to the contract in the numerical order
3. These General Conditions of Contract



Taloushallintoliitto

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