

GENERAL TERMS AND CONDITIONS

BROKER AGREEMENTS CONCERNING CERTAIN REAL ESTATE PREMISES OF TECHNOPOLIS

Definitions in these general terms and conditions and Agreement.

In these general terms and conditions and in the broker agreement to which these terms and conditions apply following definitions shall have following meaning:

"Agreement" shall mean broker agreement which enters into force upon Technopolis accepting in writing Broker's Lead submitted by Broker's representative, and to which below general terms and conditions apply which the Broker accepts in connection submission of Lead. For the sake of clarity Agreement shall be valid without further notice from submission and acceptance of the Lead on a Geographical Area in accordance with section 4 of the general terms and conditions.

"Broker" shall mean the legal entity named by its representative in the web browser form on Technopolis' website in connection to submitting the lead to Technopolis.

"Geographical Area" shall mean buildings in a city or its immediate greater city area of Technopolis' business unit chosen by the Broker's representative on Technopolis' website in connection to submitting the lead to Technopolis.

"Potential Customer" or **"Lead"** shall mean a potential customer introduced by Broker's representative in writing to Technopolis with at least following information: registered name, contact person (name, phone number and email address), estimation on need for space in sqms and Technopolis business unit. Introduction shall be deemed to take place when Broker gives aforementioned information to Technopolis

"Restrictions" shall mean any restrictions provided for by Technopolis (if any) in connection to separate email accepting Lead, however, so that premises of UMA business unit are always excluded from those premises of any campus business units even if they are located in the same Geographical Area, and vice versa, unless otherwise agreed in writing.

"Technopolis" shall mean the legal entity of Technopolis' business unit in the Geographical Area chosen by the Broker's representative on web browser form on Technopolis' website in connection to submitting the lead to Technopolis.

Any other capitalized definitions below shall have the meaning as set below.

General terms and conditions

1 Background and purpose of the Agreement

- 1.1 Purpose of this Agreement is to set boundaries to the cooperation between the parties. This Agreement shall replace all agreements, understandings and undertakings, whether written or oral, concerning cooperation between the parties.
- 1.2 This Agreement concerns lettable office premises in Geographical Area excluding Restrictions (if any).
- 1.3 Broker shall actively search companies that fits to the concept of Technopolis. Broker shall introduce Potential Customer in writing to contact person appointed by Technopolis or on Technopolis' website.

2 General responsibilities of the parties

- 2.1 At the request of the Broker, Technopolis delivers and updates (if needed) marketing material reasonably needed by Broker including commercial and technical details, brochures and general terms and conditions of lease and sale of services. Broker undertakes to keep the information up-to-date in marketing channels utilized by it. Technopolis undertakes to assist, if needed, in presenting the office premises and concept of Technopolis. Any marketing measures shall be agreed separately between the parties before initiating them.
- 2.2 Broker shall be liable for its own conduct in accordance with applicable legislation. Broker shall represent and warrant that it complies with applicable legislation, regulations and authority rulings concerning personal data processing. For the sake of clarity it is stated that parties act as separate data controllers.
- 2.3 Parties undertake to conduct loyally and in good faith towards each other in realizing the purposes of this Agreement and cooperation.

3 Broker fee and its payment

- 3.1 Technopolis shall undertake to pay to Broker a fee determined under section 3.2 of this Agreement ("**Broker Fee**"), if Technopolis (or its subsidiary) concludes a lease agreement concerning office premises in the Geographical Area (excluding Restrictions, if any) with Potential Customer within six (6) months from the introduction of Potential Customer to Technopolis in accordance with section 1.3 of this Agreement. However, Broker shall not be entitled to Broker Fee in following situation:
 - a. Potential Customer has been introduced by another broker or Technopolis already conducted active negotiations with Potential Customer before Broker introduced Potential Customer in accordance with section 1.3 of this Agreement For the sake of clarity it is stated that Technopolis shall pay only one Broker Fee (in case more than one broker was involved) per Potential Customer with whom lease agreement has been concluded;
 - b. Potential Customer is already a lessee in premises owned or possessed by Technopolis (or its subsidiary) in the Geographical Area before Broker introduced Potential Customer in accordance with section 1.3, unless otherwise agreed in writing;
 - c. Validity of the lease agreement concluded by the Potential Customer ends before the lease term begins due to a cause beyond the control of Technopolis;
 - d. Potential Customer does not pay its first rent or set a collateral in accordance with the lease agreement; or
 - e. Broker has breached this Agreement.

3.2 Determination of Broker Fee

- a. Broker Fee shall be determined separately in each business unit as communicated by a representative of Technopolis to the Broker in connection to acceptance of Lead. The fee shall be based on gross rent to be paid by the Potential Customer, Technopolis business unit and market specific conditions.
- b. "Gross rent" in communications shall mean monthly capital and maintenance rents added together amounts being as provided for in the lease agreement concerning office premises between Technopolis (or its subsidiary) and Potential Customer.
- c. However, the maximum Broker Fee in all cases shall be determined in the acceptance/confirmation notice concerning Lead sent by Technopolis to Broker. The amount of maximum Broker Fee shall be based on e.g. Technopolis business unit and the property in question. However, in case maximum Broker Fee is not determined in the acceptance/confirmation notice, the maximum Broker fee is 50.000 €, unless parties agree otherwise in writing.
- d. It is stated that parties may from time to time agree fee structures deviating from the above in this section 3.2, for instance on the basis of campaigns published in the broker newsletter of Technopolis or otherwise in writing (including email correspondence).

- 3.3 Broker Fee shall become payable against invoice issued by the Broker after Potential Customer has paid its first rent and set collateral as agreed.

4 Validity and termination

- 4.1 This Agreement shall enter into force after Technopolis has delivered the acceptance of Lead and specific terms and conditions to the Broker and Broker has accepted in writing such terms and conditions, and it is valid until further notice.
- 4.2 Agreement may be terminated by each party by applying one (1) month notice period. Notice of termination shall be made in writing to the other party.
- 4.3 If Technopolis concludes within six (6) months from the termination of this Agreement a lease agreement with Potential Customer introduced by Broker during the validity of this Agreement, Broker is entitled to Broker Fee as determined under section 3 provided that Broker would be entitled to Broker Fee also if this Agreement would have been still valid.

5 Governing law and disputes

- 5.1 This Agreement is governed by the Laws of Finland without giving effect to its choice of law provisions.
- 5.2 Parties undertake to solve their disputes relating to Agreement primarily by negotiations. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity

thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration is Helsinki, Finland and language English.

6 Other terms

- 6.1 Nothing in this Agreement restricts Technopolis to lease its premises by itself, cooperate with other brokers or make agreements having same purpose than this Agreement or other agreements concerning its premises with other brokers or other third parties.
- 6.2 Technopolis has full and unlimited right to accept or decline Potential Customer for whatever reason of in whichever point of time in the negotiations.
- 6.3 Technopolis drafts and accepts independently from Broker terms and conditions of any offers or agreements of Potential Customer, and Broker does not have any right to agree or make any undertakings or commitments on behalf of Technopolis.
- 6.4 Contact persons for the purposes of this Agreement are given in connection to submission of the Lead and/or acceptance thereof, unless respective party otherwise informs in writing to the other party:
- 6.5 All notices and communications relating to this Agreement may be effectively made to the contact person above, and email shall be deemed received when recipient has confirmed the receipt thereof or on the business day following the sending of the email, whichever is earlier.

7 Counterparts

- 7.1 This Agreement has been made only in one electronical counterpart, and the terms of Agreement have been communicated to the Broker in connection to Agreement entering into force.