

# Consulting Agreement

## 1. Parties to the Agreement

Winston Wood oy (8123844-9) (hereinafter "The Client")

Clean Code oy (1841223-5) (hereinafter "The Supplier")

## 2. Contact Persons

On behalf of The Client: Willy Winston (040 283 5744, [winston@winstonwood.fi](mailto:winston@winstonwood.fi))

On behalf of The Supplier: Cecilia Hansen (050 174 5102, [cecilia@cleancode.fi](mailto:cecilia@cleancode.fi))

## 3. Purpose of the Agreement

The Client purchases hourly billed consulting services from The Supplier for The Client's project.

The Project: Inventory system development

Consultant's role: Software Developer

The Client assigns consulting tasks to The Supplier within the scope of the Project. The results of consulting services are hereinafter referred to as "the deliverables".

## 4. Hourly Billing with Allocation

The Client pays 98 €/hour + VAT for the consulting services.

While The Agreement is in force, consulting is based on an agreed allocation, which at the start of The Agreement is on average 37.5 hours per week. The Client has the right to reduce the allocation by providing The Supplier with 4 weeks' notice.

If the tasks assigned by The Client to The Supplier are completed so quickly that the agreed allocation is not reached during a billing period (monthly), and The Client does not provide additional tasks for The Supplier, then an allocation credit will be paid. The allocation credit amounts to 30% of the unfulfilled allocation (the difference between realized hours and the agreed allocation). The Supplier is entitled to invoice, and The Client is obligated to pay this credit in addition to the billed hours.

Billing consists of a combination of allocation credits and consulting hours as described above and possibly additional expenses, such as travel costs. The Supplier sends The Client an invoice once a month in arrears. The Client provides The Supplier with written instructions on how to send the invoice.

An itemization of billed hours will be included with each invoice.

The Supplier has the right to change pricing reasonably once per year by notifying The Client in writing at least one month before the effective date of the change. The first price change may take effect no earlier than 12 months after this Agreement enters into force.

## **5. Validity**

The Agreement enters into force on 19.06.2025 and shall remain in force indefinitely.

Either party may terminate The Agreement with a notice period of 4 weeks.

If The Client does not pay an invoice in full within the time specified by the payment terms, The Supplier may send a written payment reminder. If The Client does not pay the invoice within 14 days of sending the payment reminder, The Supplier has the right to suspend or terminate The Agreement with immediate effect by unilateral notice. In this situation The Client is obligated to also pay the allocation credit corresponding to the normal notice period.

## **6. Consultant**

Consulting services are performed by Cecilia Hansen (hereinafter "The Consultant")

The Supplier may not swap The Consultant to another person without The Client's written consent. If The Consultant is unavailable due to illness or other reasons independent of The Supplier, The Supplier will notify The Client without undue delay, and consulting is suspended for such time without consequences for either party, unless the parties agree on alternative arrangements.

## **7. Subcontracting**

The Supplier may not utilize subcontracting without The Client's written consent.

## **8. Consulting does not constitute an employment relationship with The Client**

The Client is not The Consultant's employer. The Consultant is not an employee of The Client. This Agreement or related consulting services should not be interpreted as an employment relationship between The Client and The Consultant. This Agreement does not prevent The Supplier from making other agreements with other clients.

## **9. Payment Terms**

Invoices must be paid within 14 days net from the invoice date. Interest for late payments is determined by law (korkolaki).

## **10. Equipment and Hours**

The consulting services are provided primarily remotely within The Client's normal working hours. The Supplier is responsible for arranging a workspace and ordinary work equipment.

## **11. Access Rights**

If ordinary work equipment is not sufficient for The Client's particular needs, The Client is responsible for arranging and providing, at their own cost, sufficient access rights for The Supplier to access the necessary systems, cloud services, software, and other services.

## **12. Compensation for Extraordinary Hours**

If The Client specifically requests The Consultant to perform consulting outside normal working hours, these hours will be billed with an additional compensation of 49 €/hour + VAT on top of normal billing. Normal working hours in this context mean 7.5 hours on weekdays, occurring between 08:00–18:00. Weekends, holidays, and pre-agreed vacation periods are outside normal working hours.

For clarity, a request to work overtime constitutes extraordinary working hours even if The Client does not specify the exact hours during which overtime work should be performed.

## **13. Travel Compensation**

Travel within Helsinki metropolitan area will not be compensated in any way.

If The Client requires The Consultant to travel outside the aforementioned area, The Supplier has the right to charge separately for reasonable travel, per diem and accommodation costs, travel time hourly compensation, and mileage compensation. Per diem and mileage compensation are charged according to the Tax Administration's current guidelines. Travel time hourly compensation is 25 €/hour + VAT. Other costs are charged according to actual expenses.

## **14. Intellectual Property Rights**

All transferable copyrights transfer to The Client upon payment of the invoice. The same applies to any other intellectual property rights resulting from consulting services. If there are multiple payments, intellectual property rights transfer in the corresponding portions. The Client has the right to modify the deliverables provided by The Supplier themselves or with third-party assistance and transfer the rights granted by The Supplier without restrictions.

For clarity, the above does not apply to open source software that The Supplier may deliver to The Client in connection with or as part of consulting services. Unless otherwise agreed, The Client has the right to use these in The Client's own internal business and grant corresponding usage rights to The Client's group companies. Transfer of usage rights to third parties does not constitute The Client's own internal business. Open source software is typically subject to some kind of usage terms that are defined outside this Agreement — this Agreement does not limit or otherwise change The Client's rights with regard to said usage terms.

## **15. Personally Identifiable Information (PII)**

The Client may provide PII to The Supplier for data processing on The Client's behalf only if the parties agree on this and related terms in advance in writing.

## **16. Confidentiality**

The parties commit to keep confidential, while The Agreement is in force and for three years thereafter, any information and material received from the other party that is marked as confidential or reasonably understood as such.

## **17. Reference Rights**

The Supplier has the right to reference The Client in marketing as The Supplier's customer. Reference rights remain in force after The Agreement ends.

## **18. Warranty**

The Supplier bears responsibility for ensuring that the consulting services are performed carefully and professionally.

The consulting services corresponding to an invoice are considered to be accepted by The Client if The Client has not sent a specified written complaint within the timeframe defined in payment terms.

The Supplier's liability for errors in consulting and deliverables and their consequences is limited to correcting the error or re-performing consulting services at their own cost, and requires that The Client has sent a specified written complaint within the timeframe defined in payment terms.

## **19. General Responsibilities and Obligations**

A party is not liable for delay or damage resulting from an obstacle beyond the party's control and whose consequences the party could not reasonably have avoided or overcome.

If a party discovers that a delay affecting consulting occurs or is likely, the party must immediately notify this and its effects on consulting in writing to the other contracting party.

Each party is responsible for making decisions necessary for implementing The Agreement without delay. Each party has an obligation to facilitate the fulfillment of The Agreement in ways that they are able to.

The Client is responsible for information, instructions, and tasks given to The Supplier and for the suitability of deliverables for their intended use. The Client is responsible for ensuring that The Supplier has timely access to sufficient material and information that The Supplier reasonably needs or requests for purposes of providing the consulting services.

Each party has the right to terminate The Agreement if the other party materially breaches contract terms and does not correct their breach within a reasonable deadline set in writing by the other party.

The Supplier's liability for damages to The Client at most 50 percent of The Agreement's total price,

excluding VAT. If The Agreement continues for over a year, The Supplier's liability for damages for each contract year is at most 50% of that contract year's actual billing.

The parties are not liable to each other for indirect damages caused.

However, the liability limitation defined in this section does not apply to intentionally caused damage or gross negligence.

Despite the termination of The Agreement, such terms that by their nature are intended to remain in force after The Agreement ends, remain in force.

## **20. Applicable Law**

Finnish law applies to this Agreement. However, provisions within Finnish law concerning the choice of international law are excluded. If disagreements concerning this Agreement cannot be resolved through negotiation, the dispute will be finally resolved in District Court of Helsinki.

## **21. Signatures**

Date: .....

On behalf of The Client

On behalf of The Supplier

.....  
Willy Winston

.....  
Cecilia Hansen