

## Event cooperation agreement

### 1 PARTIES

1.1. SHIFT Events Oy (Business ID 2794221-7) (also "Organiser") and

1.2 Turun Kaupunki (Business ID 0204819-8) (also "Partner"),

together ("Parties").

### 2 BACKGROUND INFORMATION AND PURPOSE OF THE AGREEMENT

The Parties hereby agree to undertake a Cooperation Agreement regarding the event "SHIFT" (also "Event").

This contract is effective for 2022-2024. The dates for SHIFT 2022 are 24.-25.8.2022.

### 3 CONTENT OF THE AGREEMENT

The partnership package of SHIFT will be decided yearly and it can include the following:

- Partner's logo as one of the partners and a short introduction in the partners section on the SHIFT website linking to the partner's website.
- Branded area: lounge/ booth/ sitting area. The area will be determined at a later date.\*
- Program track partner:
  - Panel place OR fireside chat OR other program collaboration for the partner. This is determined in collaboration with the SHIFT head of program.
- Content marketing during the year leading up to SHIFT via Organisers marketing channels.
- SHIFT Passes (for staff, stakeholders, clients etc.)
- = 20 000 € + VAT per year

The Partner will make a payment of 20 000 € + VAT to the Organiser for the arrangements, expenses and execution of the production yearly, 2022 in February and 2023 and 2024 in January. The payment will be made to the bank account addressed by the Organiser.

Additionally, the Partner is eligible to purchase tickets to the Event on a special Partner discount.

Partner Ticket prices are applicable for all staff. The Partner may buy partner-priced tickets for guests also, in this case the payer must be the Partner.

\*Partnership includes only the floor space for the booth and does not include any structures, decorations or furniture.

#### **4 LIMITATION OF LIABILITY AND FORCE MAJEURE**

Should the fulfilment of the Agreement or a specific term in the Agreement be prevented or delayed by an event of force majeure, Organiser is not liable for any possible damage or harm met by the Partner, for any cause beyond Organiser's reasonable control. These include all "Force Majeure" situations, and situations of similar kind, as well as other insuperable occurrences and amendments, which the Organiser cannot reasonably avoid.

In this Agreement "force majeure event" constitutes (but is not limited to) an unusual and relevant event that prevents the fulfilment of the Agreement, in whole or in part, that is beyond the control of the Party in question and which effects the Party cannot reasonably be expected to have taken into account when entering into the Agreement, and whose impeding impact cannot be eliminated without unreasonable additional costs or loss of time.

Such events include war, rebellion, internal disturbances, acts or decrees of governmental or military bodies, administration regulations by authorities, requisition or confiscation by authorities for public needs, labour strike or lock-out, civil commotion, epidemic and any restrictions related to it, import or export bans, natural disasters, interruptions of public traffic, energy supply or internet connections, industrial disputes, fire and other similar, unusual events that are independent of the Parties and have major consequences. Furthermore, the Parties agree that COVID-19 pandemic is interpreted as a force majeure event under this Agreement.

In the event of a force majeure event Organiser reserves the right to cancel and/or postpone SHIFT to another date or make necessary changes to its practical arrangements.

If the Partner defaults by failing to deliver the content as agreed in section 3, the Organiser is no longer obliged to deliver the contents as agreed on.

## **5 REMEDIES ON DEFAULT**

If the Partner defaults by failing to make the payment to the Organiser according to article 3., the payment shall be made with an increased charge within four weeks from the original due date stated in the Organiser's invoice. This extra rate will be determined by the confirmed standards of the Finnish Interest Act. In such a situation, the aforementioned interest rate is considered a contract penalty caused by Partner's default, which must be paid once and for all.

If the Partner further defaults by failing to meet the aforementioned terms of the contract penalty payment to the Organiser, the Organiser has the right in addition to the aforementioned contract penalty to compensate for all the damage and harm caused by or related to the Partner's failure to make the payment to the Organiser.

If the Partner defaults by failing to deliver the content as agreed in section 3, the Organiser is no longer obliged to deliver the contents as agreed on.

## **6 AMENDMENT AND DISSOLUTION**

Amendments to this agreement may be made upon the unanimous consent of both Parties. This agreement may also be dissolved upon the unanimous consent of both Parties.

## **7 GOVERNING LAW AND ARBITRATION**

This agreement shall be governed by and construed by the laws of Finland. Any controversies or disputes caused by this agreement will preferably be solved by negotiations between the Parties. If the Parties fail to come to terms upon the issue, the controversies or disputes shall be resolved by the District Court of Southwest Finland.

## **PLACE AND DATE**

In Turku      Date 28.2.2022

## SIGNATURES

SHIFT Events Oy

Turun Kaupunki

Ex parte

Ex parte

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Sini Toivonen  
CEO

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Niko Kyynäräinen  
Elinvoimajohtaja