



MICHELIN Guide

HOST CITY PARTNERSHIP AGREEMENT FOR THE MICHELIN STAR REVELATION NORDIC COUNTRIES 2023 EVENT

Between the Parties:

1. MICHELIN NORDIC COUNTRIES

- Part of Michelin Tyre Public Ltd Company, under company number 855 200 507 and VAT number FR33855200507
- Whose registered address is at 23, Place des Carmes Déchaux, 63000 Clermont-Ferrand, France, to be represented by Manual Fafian, President of Michelin Experiences
- To be referred to hereinafter as “MICHELIN”
- *Main point of contact from MICHELIN regarding this Agreement: Dezelle Villanueva, whose contact details are: +447827157275, dezelle.villanueva@michelin.com*

2. CITY of TURKU

- Under Business ID number: 0204819-8
- Whose registered address is at Olavintie 2, 20700 Turku, Finland, to be represented by Tuomas Heikkinen, Director of City Administration
- To be referred to hereinafter as “City of Turku”
- *Main point of contact from City of Turku regarding this Agreement: Kimmo Hyyppä, whose contact details are: +358505590180, Kimmo.hyyppa@turku.fi*

3. BUSINESS FINLAND

- Under Business ID number: 2725690-3
- Whose registered address is at Porkkalankatu 1, 00180 Helsinki, Finland, represented by Heli Jimenez, Senior Director of International Marketing
- To be referred to hereinafter as “Business Finland”
- *Main point of contact from Business Finland regarding this Agreement: Terhi Hook, whose contact details are: +358294695656, terhi.hook@businessfinland.fi*

CITY OF TURKU AND BUSINESS FINLAND WILL BE COLLECTIVELY REFERRED TO AS “HOST CITY PARTNERS” HEREINAFTER

- As Host City Partners, City of Turku and Business Finland will collectively receive the services provided by Michelin. Each Party will individually enjoy rights and are

individually bound by the obligations set by this agreement, especially in relation with the financial conditions.

Whereas:

- A. MICHELIN (Appendix 1) offers to the Host City Partners the opportunity to co-organise the Michelin Star Revelation Event Nordic Countries 2023, in Turku, Finland, on Monday, 12th June 2023. The Event will comprise of three parts: Welcome Cocktail Reception, Revelation Ceremony, and Afterparty.
- B. This Agreement sets out the terms of the partnership arrangements between MICHELIN and the Host City Partners, for the Host City Partners' sponsorship of, and participation at the Michelin Star Revelation Event Nordic Countries 2023.
- C. All Parties have agreed to be bound by the terms of this Agreement, which consists of this Agreement and its Appendices. In the event of a conflict between or among the Agreement documents, the order of precedence shall be the provisions of this Agreement and then the Appendices, in this order.
- D. This Agreement may be revisited and have additional Appendix sections in relation to the Host City Supporting Partners and the details of the Event format, until maximum two months prior to the Event.
- E. Either Party may terminate this Agreement immediately upon written notice to the other in the event of any material breach of this Agreement by the other party which breach is not remediable or, if remediable, is not remedied within thirty (30) days after the service by the party not in default of a written notice on the other party, specifying the nature of the breach and requiring that the same be remedied.

It is hereby agreed as follows:

- 1. MICHELIN confirms to select City of Turku as the Host City for the MICHELIN Star Revelation Nordic Countries 2023 Event.
- 2. The Host City Partners confirm the acceptance of all the obligations, responsibilities, and duties as a Host City, set out in this Agreement and its Appendices.
- 3. The order of documents shall be as they are set out above, namely Host City Partnership Agreement, and Appendices.
- 4. The Host City Partners warrant and confirm that they are capable of ensuring that the commitments of the Host City Partners in this Host City Partnership Agreement, are fully performed, that they accept responsibilities accordingly, and in particular agree to provide or procure the provision of the indemnity referred to in Appendix 3.
- 5. Where the Host City Partners fail to meet any of the obligations set out in this Agreement, MICHELIN reserves the right to charge the Host City Partners to cover any costs incurred in taking on such obligations.

6. Fees and payments

- 6.1. The Host City Fee for the Event is two hundred thousand euros (200,000 EUR), also outlined in Appendix 3.
- 6.2. The Host City Partners shall therefore pay this fee to MICHELIN, being in aggregate two hundred thousand euros (exclusive of any relevant taxes and duties) made payable in the instalments set out in Appendix 3.
- 6.3. The Host City Partners shall pay or procure the payment of all costs, fees, and expenses required to be borne or discharged by the Host City Partners, pursuant to the Obligations and Undertakings in Appendix 2.
- 6.4. Except where specifically stated otherwise, all Parties must pay their own costs in connection with and incidental to this Agreement, including cancellation.

TERMS AND CONDITIONS

1. STANDARD DEFINITIONS

- 1.1. For the purpose of this Host City Partnership Agreement including these Terms and Conditions, all Appendices, and any other documents exchanged between the Host City Partners, in relation to the Michelin Star Revelation Nordic Countries 2023 Event:
 - 1.1.1. "Event" means MICHELIN Star Revelation Nordic Countries 2023 Event
 - 1.1.2. "Edition" means 2023
 - 1.1.3. "Territory" means Nordic Countries
 - 1.1.4. "Host City Partners" mean Business Finland and City of Turku
 - 1.1.5. "Host City Supporting Partner" means 1 of 4 brands that the Host City Partners have acquired to sponsor the Event and participate, as set out in Appendix 4.
 - 1.1.6. "Host City Fee" means the monies payable to MICHELIN by the Host City Partners, in accordance with the Host City Partnership Agreement.
 - 1.1.7. "Agreement" means this Host City Partnership Agreement document.
 - 1.1.8. "Appendices" means (Appendix 1-5) the supporting documents to this Agreement, with extended information on these terms and conditions, where relevant and stated.
 - 1.1.9. "Customer assets" mean assets belonging to the Host City Partners including logos and any other material with their company trademark.

2. ASSISTANCE WITH THE ORGANIZATION OF THE EVENT

As outlined in Appendix 2: "Partnership Description and Obligations", the Host City Partners will provide the venue for the Event under its responsibility and provide support where relevant and agreed with Michelin.

Michelin will contract freely with other sponsoring partners of the Event. As outlined in Appendix 4: "Host City Supporting Partners", the Host City Partners will acquire no more than four partners within the agreed brand sectors and in adherence to the acquisition process.

3. CANCELLATION OR MODIFICATION OF THE EVENT

Michelin undertakes to make its best efforts so that (i) the Event takes place at the location and according to the dates and description agreed in this Agreement; (ii) the services are provided according with the terms of this Agreement.

If whole or part of the Event is cancelled and/or if Michelin does not provide all or part of the services described in this Agreement, for any reason whatsoever, the Parties will meet as soon as reasonably possible to discuss the new terms of their relationship (updated schedule, modification of the financial terms etc).

In case of a cancellation by Michelin of the Event or service, for any reason within the scope of Michelin's responsibility and if the Parties don't agree on new terms for their relationship, Michelin shall refund the Host City Partners of all the amounts already paid by the Host City Partners in relation to the cancelled Event, and/or service.

For the sake of clarity, in case of cancellation by Michelin of the Event or service, Michelin will waive to require the Host City Fee, and Host City Partners will have the right to receive a refund from Michelin for expenses already paid to third parties, for example, space rental.

In case of cancellation due to force majeure, article 14 shall apply.

In the event of a change in the date and/or location of the Event (and related provision of services) by Michelin, this Agreement will apply under the same terms, without compensation to either side, and will not give rise to no refund of sums already paid by the Customer. A possible postponement of the date of the Event (and related provision of services) will then automatically lead to an extension of the Agreement until the day of the postponed event, which the Host City Partners expressly accepts.

4. RIGHTS GRANTED BETWEEN MICHELIN AND THE HOST CITY PARTNERS

Unless otherwise stated, neither Party shall grant nor assign intellectual property rights to the other Party within the framework of this Agreement. Any reproduction and/or representation by a Party of any protected item belonging to the other Party, without prior authorisation of the latest, is strictly prohibited.

The performance of the Agreement may require the right for Michelin to use (including to reproduce and represent) trademarks, logos, tradenames, know-hows, concepts and other distinctive signs, as well as articles, data, images and videos and other recordings provided by the Host City Partners.

In such case, the Host City Partners grant Michelin the right to use the Host City Partners' assets only as described and for the purposes detailed in Appendix 5.

5. LIABILITY

NEITHER PARTY MAY BE HELD LIABLE FOR ANY INDIRECT DAMAGE WHATSOEVER, INCLUDING, BUT WITHOUT LIMITATION, ANY LOSS OF PROFIT OR TURNOVER, LOSS OR IMPAIRMENT OF DATA, COSTS RELATED TO ADDITIONAL INSURANCE OR REPLACEMENT GOODS OR SERVICES. BOTH MICHELIN'S AND THE HOST CITY PARTNERS' TOTAL LIABILITY IN AGGREGATE FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT MAY NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY THE HOST CITY PARTNERS UNDER THE AGREEMENT (OR IN CASE OF A MULTIYEAR AGREEMENT THE TOTAL AMOUNT PAID OR PAYABLE BY THE HOST PARTNERS UNDER THE AGREEMENT FOR THE YEAR AFFECTED BY THE EVENT GIVING RISE TO THE LIABILITY). FOR THE SAKE OF CLARITY, TOTAL LIABILITY FOR BUSINESS FINLAND IS LIMITED TO THE TOTAL AMOUNT FOR BUSINESS FINLAND MENTIONED IN APPENDIX 3 SECTION 3. THE SAME APPLIES TO CITY OF TURKU.

THE LIMITATIONS OF LIABILITY SET OUT IN THIS CLAUSE APPLY TO ANY TYPE OF LOSS, HOWSOEVER CAUSED, AND SHALL SURVIVE THE EXPIRY OR TERMINATION OF THE AGREEMENT. THE LIMITATIONS OF LIABILITY DO NOT APPLY IN THE EVENT OF (I) EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (II) DEATH OR BODILY INJURY OR (III) BREACHES OF THE LIMITS APPLICABLE TO THE AUTHORIZATIONS GRANTED BY MICHELIN TO THE CUSTOMER ON THE MICHELIN GUIDE ASSETS OR MICHELIN GUIDE CONTENT. THE LIMITATIONS OF LIABILITY SET OUT IN THIS CLAUSE SHALL ALSO APPLY TO ANY CORPORATE OFFICER, MANAGER, EMPLOYEE, AGENT OR SUPPLIER OF THE PARTIES. COMPENSATION REQUESTS MUST BE SUBMITTED TO MICHELIN WITHIN ONE (1) YEAR OF THE EVENT GIVING RISE TO THE CLAIM.

6. CONFIDENTIALITY

The Parties acknowledge that confidentiality is of the essence of this Agreement.

Within the context of this Agreement, either Party (each a "Discloser") may disclose confidential information (the "Confidential Information") to the other Party (the "Recipient"). The following are considered Confidential Information: (i) information that the Discloser designates as being confidential to the Recipient, (ii) information that under the circumstances surrounding disclosure should be treated as confidential by the Recipient, or (iii) information that by reason of its nature should be reasonably treated as confidential by the Recipient. Confidential Information includes, without limitation, documents, data, know-how, marketing, commercial and communication strategies and policies, financial information, hardware and software, provided by the Discloser by any means whatsoever (written, oral, electronic form or any other form) or to which the Recipient accesses in the framework of its collaboration with the Discloser.

The Recipient shall (i) keep strictly confidential all Confidential Information, and any authorized copies of such, applying at least the same degree of care as the Recipient applies to the protection of its own confidential information, but in no event less than a reasonable degree of care; and (ii) use the Confidential Information solely for the purpose of the performance of the Agreement.

The Recipient is authorized to disclose the Disclosing Party's Confidential Information to its Affiliates, to its own employees and, as the case may be, to its providers and subcontractors (i) having a legitimate need to know for the purpose of this Agreement and (ii) bound by a confidentiality obligation no less protective of the Discloser than the Agreement.

The obligations set forth in this article "Confidentiality" shall not apply, to the extent it is demonstrated by the Recipient, through documentary evidence, that the information at issue is or was:

- publicly available at the time of disclosure or becomes publicly available after disclosure through no act or omission of the Recipient;
- already legally in the possession of the Recipient prior to receipt of the Confidential Information of the Discloser, provided, however, that said information was not obtained by the Recipient, directly or indirectly, in violation of an obligation of confidentiality;
- disclosed to the Recipient by a third party who has not violated any obligation of confidentiality;
- independently developed by or for the Recipient, without access to or use of Confidential Information; or
- required to be disclosed by law, court order or other lawful government action, but only to the extent so ordered or compelled by law, and provided the Recipient shall immediately notify the Discloser and shall limit the scope of such disclosure to the extent

possible and shall preserve as much as possible the confidentiality of such disclosures, including cooperating with the Discloser in its efforts to do the same.

The Recipient shall promptly inform the Discloser of any unauthorized possession, use, access or knowledge, or attempt thereof, of Confidential Information by any person not authorized, of which it becomes aware.

The confidentiality obligations remain in force after the end of the contract period.

From and after the date of expiry or termination of this Agreement, all Confidential Information (other than information the Recipient is required to retain for administrative or evidentiary purposes), whether originals or copies, provided by the Discloser to the Recipient, shall be returned to or destroyed in accordance with the instructions of the Discloser and erased from any computer memory, provided that this is technically feasible, within the timeframe agreed by the Parties, or failing such agreement, within ten (10) days from the Discloser's formal request.

7. ANTI-BRIBERY

The Parties state and agree that they have not, and will not, in the course of conducting business under this Agreement:

- (a) violate any applicable anti-bribery policies and anti-bribery laws; or
- (b) offer, promise, give or agree to receive or accept any unlawful bribe, rebate, pay-off, influence payment, kickback, or other unlawful payment (including facilitation payments).

If a Party or any of its Affiliates, group companies, sub-contractors, agents, or representatives breaches this representation and/or is charged with or investigated in relation to or engages in any conduct that may constitute an offence under the anti-bribery laws, the other Party shall have the right unilaterally to immediately suspend the services and/or payment or terminate this Agreement or to take other appropriate action in accordance with the terms of this Agreement.

Each Party warrants and represents that it has not and will not, at any time or during the term of this Agreement, offer, promise, render or agree to give any illegal bribery, kick-back, benefits, mediation fee, commission or any other illegal fees (including mediation fee in small amount), including any improper money or any form of benefit or advantage, gift or entertainment to the other Party's staff. If a Party fails to fulfill above undertaking, the other Party shall have the right to terminate this Agreement forthwith in writing without liability to the defaulting Party and to claim against the defaulting Party for any direct loss or damage arising thereof. Each Party shall report to the other Party any solicitation or extortion of bribery or other such actions from any staff of the other Party and assist the other Party in its investigation or prosecution of such conduct.

8. EXPORT CONTROL

In addition, the Host City Partner shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export, including but not limited to those relating to: trade sanctions (including but not limited to comprehensive or sectoral embargoes and restricted parties) and export controls (including but not limited to military or dual usage products), altogether defined hereafter as "Trade Restrictions". For the avoidance of doubt, all applicable laws and regulations could include those originating out of the United Nations, the European Union, the OSCE, or the United States of America. The Host City Partner shall not cause Michelin to, either directly or indirectly, risk any potential violation of any applicable Trade Restrictions.

The Host City Partner certifies that, as of the date hereof, neither the Host City Partner, nor any of the Host City Partner's group companies, nor any of their respective directors or officers is a Restricted Person (meaning any individual, entity or body either: (i) specifically designated or listed under Trade Restrictions; (ii) owned or controlled by any person specifically designated or listed under Trade Restrictions; or, (iii) acting for or on behalf of any person specifically designated or listed under Trade Restrictions).

9. INDEMNIFICATION

Michelin warrants that it holds all of the necessary rights, and in particular intellectual property and/or licence rights over the Products and services provided under this Agreement. In the event of an action or allegation made against the Host City Partners by a third party on the grounds of infringement, by the Products or services, of an intellectual property right belonging to the said third party, Michelin, assisted by the Host City Partners, shall defend the case against the third party's claim, provided that (i) the Host City Partner notifies Michelin of the allegation or action by the third party within 15 days after this comes to its notice; (ii) the Host City Partners allow Michelin to be in sole charge of managing the defence and any negotiations conducted with a view to reaching a possible settlement with the third party, (iii) the Host City Partners join Michelin to the action without delay in the event of legal proceedings, and (iv) the infringement of intellectual property rights is not due to the Host City Partners' failure to comply with the obligations arising from this Agreement. If the infringement of a third party's rights by Michelin's Products or services is proven and recognised by a court decision handed down as *res judicata* or by a settlement agreed by Michelin, Michelin shall compensate the Host City Partners for any damages awarded against the latter by a final court decision and based solely on the demonstration of such an infringement.

The Host City Partners agree to indemnify, defend and hold harmless Michelin and to keep Michelin indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses (including reasonable legal and other professional advisers' fees and disbursements) which are made or brought against or incurred by Michelin arising directly from any infringement of any third party right (including but not limited to intellectual property rights) where such infringement arises out of the use, in accordance with the terms of this Agreement, of any distinctive signs or content provided by the Host City Partners.

10. REPORTING AND VERIFICATION PROCESS

Michelin will provide to the Host City Partners the reporting informations and documents agreed between the Parties.

Once the services relevant to the Event are provided by Michelin, the Host City Partners will control that they are compliant with the terms and conditions of the Agreement. If the Host City Partners consider that all or part of the services provided are not compliant with the terms and conditions of the Agreement, the Host City Partners will notify Michelin of this non-compliance situation. Such notification will (i) identify the services considered as non-compliant, as well as the compliance gap and (ii) be made within a month from the date Michelin has notified the Host City Partners of the provision of the services (or if no notification was made by Michelin, from the date of provision of the products and/or services itself). If no notification is made to Michelin within the aforementioned time limit, the services shall be considered as compliant with the terms and conditions of the Agreement.

11. DEFENSE

Each Party undertakes to immediately inform the other Party if it becomes aware of an act that may constitute an infringement of its rights or could be non-compliant with the terms and conditions of

the Agreement. Each Party undertakes to provide support the other in any legal proceeding that may be taken to enforce its rights. Each Party shall allow the other Party to defend itself and to collect any damages that may be awarded provided that such Party bears its own defense costs.

12. INSURANCE

Each Party warrants that it is insured against all the financial consequences of its professional civil and operational liability incurred as a result of any physical, material or consequential damage caused to the other Party and/or to any third Party in connection with the Agreement. These insurance policies shall be maintained for the term of the Agreement and for one year after its expiration and shall be taken out with an insurance company known to be solvent. Each Party undertakes to provide an annual certificate issued by said company stating the sums guaranteed, upon the first request of the other Party.

13. PRIVACY

Michelin, as data controller, implements personal data processing of Host City Partners' employees which purpose is to perform the Agreement. These processing are based on the execution of a contract and, as the case may be, the legitimate interest of the data controller to defend its interest in legal proceedings, as well as to comply with relevant regulations. The processed data are essential for these processing and are used by Michelin's relevant departments and, where applicable, its subcontractors. They may in certain cases be transferred outside the European Union to UK. In order to provide adequate safeguards for the protection of such data, a cross border flow agreement incorporating the standard clauses of the European Commission has been signed between Michelin and its subcontractors. Transfers within the Michelin Group can also take place and are framed by the Group's Binding Corporate Rules which have been validated by the CNIL (available on michelin.com). The data retention period is strictly limited to what is necessary to fulfill the purposes of the processing, plus relevant legal limitation periods. In accordance with the General Data Protection Regulation and related local regulations, the Host City Partners undertake to inform the data subjects about these data processing and about their rights to access and obtain copy of their data, to object the processing of data for legitimate reasons, to have them rectified or deleted, to restrict the processing of their data, their right to the portability of their data in the cases defined by the applicable regulations and their right to define the fate of their data after their death. To exercise one of these rights please contact the service privacy at the following address privacy.tp@michelin.com. If your request is unsatisfied, you can also file a complaint with the CNIL on its website www.cnil.fr or with your local control authority.

14. MISCELLANEOUS

Deadlines. Michelin will not be held responsible of any delay directly or indirectly caused by the Host City Partners. (Refer to Appendix 2 for best practice ways of working)

Compliance with the law. The Parties warrant that they will comply with the regulations in force applicable to the performance of the Agreement.

Waiver. A Party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.

Assignment. Michelin may assign this Agreement to any Affiliates (meaning any existing or future legal entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with one of a Party; the notion of control shall consist in the power to direct

the management and policies of the legal entity whether through the ownership of a fraction of the share capital or by contract or otherwise and shall be deemed to exist upon the ownership of 50% or more of the share capital or voting rights of such entity). Subject to the foregoing, neither Party may assign this Agreement or its rights or obligations arising therefrom.

Notices. All notices given under the Agreement must be given via email and confirmed via registered post with acknowledgment of receipt to the address of the Party stated on the first page of the Agreement.

Arm's length Agreement. The Parties warrant that they are and shall remain independent commercial and business partners throughout the term of the Agreement, with each Party assuming the risks of its own operations. Nothing in the Agreement shall be construed as appointing the Host City Partners as a representative, agent or attorney of Michelin, for any purpose whatsoever.

Entire Agreement. This Agreement (including any Appendices) is the entire agreement between the Parties regarding its subject matter. It replaces all prior agreements, communications, and representations between the Parties regarding its subject matter (in this case, the Event). This Agreement can be changed only by an amendment signed by authorized representatives of both Parties.

Severability. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

Commercial references. Michelin may refer to the fact that the Customer is a commercial partner in its sales documents, press releases and/or any other external documents.

Force majeure. Neither Party shall be held liable for delays, cancellations, non-performance of its obligations or damage caused by a force majeure event, provided the Party asserting the force majeure event notifies the other Party of its existence within ten (10) days of the said event. It is expressly agreed that the following events shall be treated as force majeure events: pandemics, fires, explosions, lightning or power failures, strikes or labour disputes, water damage, wars, public disorder, terrorist acts, actions by civil or military authorities and damage arising from the operation or availability of a third Party's communication services or networks. For the sake of clarity, COVID-19 may be equated to a force majeure situation.

Survival. Upon termination or expiry of the Agreement, those provisions of the Agreement which by their nature are intended to survive will survive termination or expiry. It is especially, but not limited to, the case for the following articles of this Agreement: "Liability", "Confidentiality" and "Miscellaneous".

Conciliation. In the event of any dispute, controversy or difference between the Parties arising out of or relating to this Agreement, including a dispute relating to the validity or existence of this Agreement and any non-contractual obligations arising out of or in connection with this Agreement (the "Dispute"), the representatives of the Parties shall, within five (5) business days of service of a written notice from either Party to the other Parties hold a meeting (the "Dispute Meeting") in an effort to resolve the Dispute in good faith. If, however, the representatives mentioned above, as applicable, don't reach an amicable settlement within five (5) working days after the Dispute Meeting (or such additional time as they may agree on) or if the emergency justifies not to hold a Dispute Meeting, the matter may be referred to the courts having jurisdiction.

15. APPLICABLE LAW AND JURISDICTION

THE AGREEMENT IS GOVERNED BY FINNISH LAW, EXCEPT FOR PROVISION ON CHOICE OF LAW. THE COURTS OF FINLAND SHALL HAVE JURISDICTION TO HEAR ANY KIND OF DISPUTE THAT MAY ARISE IN CONNECTION WITH THE INTERPRETATION, PERFORMANCE AND/OR TERMINATION OF THE AGREEMENT.

16. ELECTRONIC SIGNATURE

The Parties may sign this Agreement by electronic signature where and to the extent recognized by applicable law. An electronic signature of this Agreement made through the means of Electronic Transmission as defined hereinafter shall be as legally binding as a physical signature. "Electronic Transmission" shall mean any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, provided that the transmission is secure and all actions are tracked and recorded by a reliable system, such record being able to be retained, retrieved and reproduced by the recipient and the sender.

BUSINESS FINLAND signee 1

SIGNED BY: Heli Jimenez
Position: Senior Director, Marketing
Date: 17.1.2023

BUSINESS FINLAND signee 2

SIGNED BY: Hanna Rantala
Position: Senior Director, Program
Management
Date: 17.1.2023

CITY OF TURKU

SIGNED BY: Tuomas Heikkinen
Position: Director of City Administration
Date: 17.1.2023

MICHELIN

SIGNED BY:
Position:
Date: 17.1.2023

MICHELIN

SIGNED BY:
Position:
Date: 17.1.2023

The Michelin group is a worldwide leading tyre manufacturing group and a recognised global mobility player, whose purpose is to offer everyone a better way forward.

Thus, Michelin group companies design, develop, publish and market all around the world a wide range of mobility, travel and gastronomic products and services.

Among these products and services, the MICHELIN Guide is a renowned international gastronomic selection which recognise the most outstanding restaurants in the world by awarding them distinctions (MICHELIN Guide Red and Green Stars, Bib Gourmand...).

MICHELIN Guides are available by country and / or city (e.g. MICHELIN Guide France, MICHELIN Guide Italy, MICHELIN Guide New York etc.) and are published in different forms (books, websites and mobile applications). The MICHELIN Guide selection also extends beyond gastronomy to include travel/destination, hotels and other recommendations. The MICHELIN Guide is also present on major social networks.

Michelin is a wholly owned subsidiary of the Michelin Group, marketing the Michelin Group offers on its geographical scope.

In this framework, Michelin has created a specific program in order to offer the opportunity to selected cities to become the official host city of a yearly edition of a MICHELIN Guide.

Michelin has offered the Host City Partners the opportunity to participate to such MICHELIN Guide's host city program and the Host City Partners are willing to participate.

APPENDIX 2 : PARTNERSHIP DESCRIPTION & OBLIGATIONS

1. PARTNERSHIP TERMS

This Agreement shall enter effect on the date of its signature by both Parties. It shall end three (3) months after the date of the Event.

2. PARTNERSHIP CONTENT: DESCRIPTION OF THE EVENT

MICHELIN Star Revelation Ceremony	DATE OF THE EVENT
<i>Michelin Star Revelation Nordic Countries 2023 Event</i> <i>Location: Logomo, Turku, Finland</i> <i>Up to 500 persons (physical format)</i>	Monday, 12 th June 2023

The definitive date and location of the Event shall be finalised by Michelin at least three (3) months prior the event date. Michelin shall announce the date of the event to the public 2 months prior.

3. RIGHTS OF USE OF THE 'HOST CITY PARTNERS' TITLE

The Host City Partners will make the partnership public in January 2023 (Host City Partnership only, no information about the date and location of the Event will be included in the announcement).

Michelin shall authorize the Host City Partners to communicate about the partnership with Michelin Guide Nordic Countries 2023. The Host City Partners can communicate about the partnership from 1st January 2023, without mentioning any details of the Event, including the Event date and location.

The Rights of Use to the Partnership title shall end on 31st December 2023.

In any case, all communication material issued by the Host City Partner will be submitted to Michelin for prior approval regarding its content as well as the use of MICHELIN Guide Assets (including the MICHELIN Guide logo, co-branded logos, etc). Michelin may revoke such approval in its absolute discretion, if in Michelin's reasonable opinion, at any time during the term of the Agreement, such materials may damage the MICHELIN Guide Assets, the Michelin Group image, reputation or the commercial interests of Michelin.

- Approval for social media content will be within 24 hours from submission
- Approval for all other content will be within 5 working days

4. MUTUAL OBLIGATIONS

Michelin and the Host City Partners shall manage the Event project collaboratively and transparently:

- 4.1** First kick-off project meeting: January 2023, after the contract has been signed
- 4.2** Bi-weekly meetings: Twice per month in February 2023 and March 2023
- 4.3** Weekly meetings: Once a week in April 2023, May 2023, and June 2023
- 4.4** Develop clear Project Documents throughout the project and refer to these as point of references during meetings, including action points and deadlines.

5. MICHELIN'S OBLIGATIONS

5.1 GENERAL

- 5.1.1** Michelin is responsible for all costs relating to the Event, except for the for the event venue rental costs, which will be directly paid by the Host City Partners.

5.2 INVITATIONS

- 5.2.1** Michelin shall begin to send out the digital Save the Dates two months prior to the event, and send the official e-invitation with the online registration link four weeks before the event.
- 5.2.2** Michelin shall provide the Host City Partners 30 invitations to the Event for their own clients and/or staff (excluding chefs and media). If the Host City Partners wish to invite journalists or chefs to the Event, the Host City Partners shall submit these contacts to Michelin for approval and invitation, no later than six weeks before the Event. Michelin reserves the right to refuse invitations to guests, without having to justify its decision.
- 5.2.3** Michelin may provide up to 20 additional invitations, conditioned to the venue size, the Event format details, the number of attending press (must be prioritized and be of a higher number) and sponsoring partners in total. Michelin and the Host City Partner may review this point one month prior to the Event.

- 5.2.4 Information on the Host City Partners' side event activations will be included in the official event invitation that will be sent to guests, where the online registration link is included, no later than six weeks before the Event.

5.3 VISIBILITY OF THE HOST CITY PARTNERS' BRAND ASSETS

Michelin shall display the Host City Partners' brand assets on:

- 5.3.1 The event's digital communications including save the date, invitation, online registration platform
- 5.3.2 'Thank you' email sent to all attendees post Event
- 5.3.3 Press release about the Event broadcasted max one month prior to the Event
- 5.3.4 On-site step and repeat photo wall
- 5.3.5 'Thank you' slide at the end of the Stars and Awards Ceremony
- 5.3.6 On the new and official uniforms of the new Michelin-starred Chefs for the Nordic countries

5.4 PRESS AND MEDIA

- 5.4.1 Michelin shall select the media delegates for the Event. The Host City Partners may submit a list of their media and press contacts to Michelin, via the following process:
- The Host City Partners will curate a list of top local and international press contacts, and share the list with Michelin
 - Michelin will cross-reference with their own list and add any from the Host City Partners' list, where relevant
 - Invitations to all selected press contacts will be sent by Michelin directly.

5.5 COMMUNICATIONS AND MARKETING MATERIALS

- Allow a representative of the Partner (from one institution of Turku) to make a speech during the ceremony award (speech must firstly be validated by Michelin);
- Display of a video (of max 2 minutes), produced by the city and submitted to Michelin's validation, during the ceremony to promote the city and the region;
- Display 1 (one) article in English, focalized on the Turku/Turku region, destination, on the Michelin Guide website of two international market of interest from the Turku area, as indicated from the City of Turku;
- Display one Instagram Story about the destination;
- Authorize the Host City Partners to communicate about the partnership and the Events (Michelin Star Revelation and Side Events) after the Michelin official press release (confirming the Revelation date and location), which will be broadcasted 2 months prior to the event.
- In any case, **all communication material issued by one of the Parties in connection with the Partnership and/or the Event will be submitted to the other Party for prior approval** regarding its content as well as the use of the Parties' Trademarks. Approval must be provided within 5 working days from receipt of the proposed content.

6. HOST CITY PARTNERS' OBLIGATIONS

6.1 Cover all rental costs only for the Event venue: Logomo, Turku, Finland will confirm all elements that are included in this rental cost which may include:

- Event set up and take down days: Friday 9th – Tuesday 13th June 2023
- Venuemanagers 1-2
- Security 10 – 12
- Clothes, check room 4 – 6
- Cleaning duty during the event 2
- Stage techs 2

- 6.2 Ensure that spaces at the Event venue are fully accessible to the Michelin team on specific days defined by Michelin and the Host City Partners
- Site visits: Max 2 visits from Michelin, conditioned to permission and available dates set by Logomo
 - Partner material and/or product deliveries prior to the event (from Friday 9th June 2023)
- 6.3 Support Michelin and its event team when organising the Event and liaising with the Event contacts, where required and agreed in meetings.
- 6.4 Support Michelin and its sales and marketing team in other local partnership discussions, where required and agreed in meetings.

APPENDIX 3 : PARTNERSHIP FINANCIAL TERMS

1. HOST CITY PARTNERSHIP FEE TO BE PAID BY THE HOST CITY PARTNERS TO MICHELIN

Partnership of the MICHELIN Star Revelation Ceremony 2023 and Nordics	Price/year (excl. Taxes)
Host City Partnership Fee	200,000 €
TOTAL PRICE (excl. Taxes)	Two hundred thousand Euro 200,000 €

2. CURRENCY AND TAXES

All prices are stated in Euros and are exclusive of VAT and any other taxes due under applicable laws and regulations. The Host City Partners will be invoiced once (one invoice for each Host City Partner). If applicable, the Host City Partners will bear any additional taxes and/or duties related to the services rendered, including as the case may arise withholding taxes at the rate prevailing at the date of the invoice.

3. INVOICING AND PAYMENTS

Michelin shall send the Invoices to the Host City Partners by 30th June 2023

- **Amount invoiced to Business Finland:** One hundred thousand euros (€ 100.000,00 +VAT)
- One invoice will be sent after the Event
- Michelin is informed that invoices shall be worded and sent to:
Business Finland Oy, Porkkalankatu 1, 00180 Helsinki, FINLAND
Customer VAT Number: 2725690-3

- **Amount invoiced to City of Turku:** One hundred thousand Euros (€ 100.000,00 +VAT)
- One invoice will be sent after the Event
- Michelin is informed that invoices shall be worded and sent to:
City of Turku, Olavintie 2, 20700 Turku, PB 355, 20101 Turku, FINLAND
Customer VAT Number: 0204819-8

The payments shall be made by the Host City Partners mentioned above and all the invoices shall mention this Agreement.

Invoices are payable within thirty (30) business days of the invoice date by bank transfer to Michelin's account. The relevant bank account details will be specified in the invoice. Default or partial settlement of invoices by the due date will produce interest at the rate of Finnish legal interest. In the event of non-payment at due date, Michelin may suspend the execution of the Agreement without the need for prior notice.

APPENDIX 4 : HOST CITY SUPPORTING PARTNERS

1. BRAND SECTORS: Ongoing discussion until 12th May 2023

The Host City Partners are collectively permitted to search for Host City Supporting Partners in the following sectors:

- Food & Beverage (Meat, Seafood, Alcohol [excluding cognac and whiskey], Soft Drinks, Dairy, Chocolate and Confectionery, Bakery, Cereals, Caviar, Fruits & Vegetables)
- Transports & Logistics
- Hospitality (Hotels & Resorts)
- Telecommunications
- Retail

2. ACQUISITION PROCESS

- The Host City Partners are together permitted to acquire **maximum 4 Host City Supporting Partners**.
- The Host City Partners must firstly share with Michelin the list of leads and their brand sectors.
- Michelin will validate the brands and sectors within two weeks after receiving the list.
- The Host City Partners may organize introductions with Michelin, after the Host City Partners have presented the Host City Supporting Partner opportunities.
- Michelin will provide support in discussions where required
- The Host City Partners may introduce (a) lead(s) to partner directly with Michelin, for the Michelin Star Revelation Nordics Event, should the lead wish to express their interest in partnering with Michelin on a longer period.
- Content about the partnership between the Host City Partners and their Supporting Partners may be translated from English to Finnish.

3. MICHELIN'S OBLIGATIONS TO SUPPORT THE HOST CITY SUPPORTING PARTNERSHIPS

3.1 Michelin will support with a co-branded sales deck, for the Host City Partners to use in acquiring Host City Supporting Partners. The deck will include:

- Overview of City of Turku – F&B
- Overview of The Michelin Guide
- Michelin Star Revelation Events
- Host City Supporting Partner: Sponsorship Opportunities
 - Title « MICHELIN STAR REVELATION 2023 Host City Supporting
 - Partner »
 - Co-branded logo provided for their own use
 - Use for promotion of event association only

- Not to be placed on any products or materials that will support sales
- Not to be used for any advertising purposes
- Usage rights for digital content produced during the event
- Three invitations per Host City Supporting Partner
- Logo included on digital save the date sent 2 months prior to event
- Logo included in the e-invitation & online registration platform
- Logo on 'Thank you' slide at the end of on-site press conference
- 1 x Host City Supporting Partner's own press release (*Content to be approved by Michelin and can be used on your corporate communication including print, digital & social media, for maximum 3 months after the revelation event.*)
- Michelin Guide Instagram visibility: 1 x organic static story ("Thank you") dedicated to all Host City Supporting Partners, to be included in the UK & Ireland MSR 2022 Highlight, with 1 x tag @brand & 1 x hashtag
- Logo included on the step & repeat photo wall(s)
- Logo included in the Cocktail Menu (for F&B partners only)
- 1 product per F&B partner: integrated with the dishes being served at the afterparty
- 1 small area for a promotional booth at the afterparty (booth to be provided by the Supporting Partner)
- Inclusion in the 'Thank you' email to all guests, with event photos & video link

APPENDIX 5 : HOST CITY PARTNERS & MICHELIN BRAND ASSETS

1. HOST CITY PARTNERS' LOGOS – provide a deadline for confirmation

1.1 The Host City Partners will provide one lockup of all five logos that belong to the two contractual Parties:

- Business Finland
- Food of Finland
- Visit Finland
- City of Turku
- Visit Turku

1.2 The lockup will be used in the following communications about the Michelin Star Revelation event:

- Title « MICHELIN STAR REVELATION 2023 Host City Partner »
- Co-branded logo provided for The Customer's use
- Save the date – 2 months prior to event
- E-invitation & registration platform – 1 month prior to event
- Social Media activities
- Step & repeat photo wall(s)
- Cocktail Menu (for F&B partners only)
- 'Thank you' slide at the end of on-site press conference
- 'Thank you' email to all guests, with event photos & video link

2. BRAND RIGHTS GRANTED BY MICHELIN TO THE HOST CITY PARTNERS

The Agreement may provide the right for the Host City Partners to use (including to reproduce and represent) trademarks, logos, tradenames, know-hows, concepts and other distinctive signs (the "MICHELIN Guide Assets"), as well as articles, data, images and videos and other recordings (the "MICHELIN Guide Content") provided by Michelin.

In such case, Michelin grants the Host City Partners the right to use the MICHELIN Guide Assets and the MICHELIN Guide Content only as described and for the purposes detailed in this Agreement.

The Host City Partners shall not use any MICHELIN Guide Assets not directly provided by Michelin.

Any use of the MICHELIN Guide Assets or MICHELIN Guide Content and any communication made by the Host City Partners about the MICHELIN Guide or any part of the relationship between Michelin and the Host City Partners shall be first approved in writing by Michelin. Michelin may revoke such approval in its absolute discretion, if in Michelin's reasonable opinion, at any time during the term of the Agreement, the use of the MICHELIN Guide Assets, MICHELIN Guide Content or any communication made by the Host City Partners may damage the MICHELIN Guide Assets, the Michelin Group image, reputation or the commercial interests of Michelin.

Michelin (or its Affiliates) remain the owner of all goodwill and intellectual property rights in relation with the MICHELIN Guide, including but not limited to the "MICHELIN" trademark and "BIBENDUM" trademark, the MICHELIN Guide selection and the MICHELIN Guide Content as well as any user/customer data generated from the MICHELIN Guide websites and applications.

In no event:

- the use of the MICHELIN Guide Assets or MICHELIN Guide Content by the Host City Partners, as well as any communication made by the Host City Partners about the MICHELIN Guide shall impair the image and reputation of Michelin or of the MICHELIN Guide;
- the Host City Partners will make a commercial use or exploitation of the MICHELIN Guide Assets or MICHELIN Guide Content.

Where the MICHELIN Guide Content includes trademarks or other intellectual property rights, the rights granted by Michelin to the Host City Partners also includes the right to use the included trademarks and other intellectual property rights, in accordance with the same terms and conditions.

Any use of MICHELIN Guide Assets and MICHELIN Guide Content shall comply with the MICHELIN Guide guidelines communicated by Michelin as the case may be. The Host City Partners shall never make an application for the registration of any trademark based on the MICHELIN Guide Assets or MICHELIN Guide Content.

The Host City Partners will use the MICHELIN Guide Assets and MICHELIN Guide Content as provided, to republish the original in full with no modifications or edits.

The Host City Partners will not remove and agrees to maintain all copyright notices referring to copyright holders.

The Host City Partners shall inform the public in a suitable way that the MICHELIN Guide Assets and MICHELIN Guide Content are protected by intellectual property rights and that these intellectual property rights do not allow the multiplication and copying of the content.

The Host City Partners agrees that the MICHELIN Guide Assets and the MICHELIN Guide Content shall never be used by the Customer for search engine advertising purposes. The Host City Partners also undertakes not to authorize a third party to do so.

In order to preserve the MICHELIN Guide image as an independent player in the gastronomy sector, the Host City Partners shall not give the impression or suggest that it has been involved in the selection process.

The Host City Partners shall stop using, reproducing, and representing the MICHELIN Guide Assets and confirm to Michelin such actions at the first of the following event:

- at the end of the relevant periods of authorization to use of the MICHELIN Guide Assets and/or MICHELIN Guide Content, as determined in each relevant section of the Agreement;
- upon termination of the Agreement, for any reason whatsoever.

APPENDIX 6: HOST CITY SIDE EVENTS & SPONSORS

1. HOST CITY PARTNERS' OPTIONAL ACTIVATIONS (SIDE EVENTS)

Subject to content validation by Michelin, the Host City Partners may organize a public event for media / chefs / public during the few days before/after of the Event to amplify the promotion of City of Turku as a culinary destination. All content and elements must be approved by Michelin before execution; approval must be provided within 5 working days from receipt of the content. In this case, one external emplacement will be reserved for Michelin.

2. TO BE FINALISED BY 31st MARCH 2023:

- Type of events
- Audience
- Dates and times
- Requirement from Michelin Guide
- Communications

3. HOST CITY SPONSORS

The Host City Partners will be working directly with suppliers, operators, etc to support the organisation and logistics of the Side Events in relation to the Michelin Star Revelation Event Nordics 2023

- Type of Sponsors (which sector)
- Sponsor obligations