

## CONTRACT DETAILS

### Parties

The parties to this contract are identified as follows: '**Recipient**', representing you, and '**Provider**', designated as the European College of Polytechnics OÜ (Reg. code: 16291442), pertaining to the provision of services.

## AGREEMENT SUMMARY

This Agreement is made on: 'Issuing Date' as specified in the invoice.

The Recipient has engaged the Provider for the purpose of rendering the Services as detailed herein. Upon execution of this Agreement by signature or through payment, the Recipient thereby affirms acceptance of all terms and conditions contained in this Agreement. Concurrently, the Provider is obligated to deliver the Services to the Recipient in accordance with the terms stipulated herein.

## ORDER DETAILS

<b>Item</b>	<b>Description</b>
<b>1. Commencement Date</b>	As specified in invoice
<b>2. The Services</b>	Educational services
<b>3. Means of Services delivery</b>	Online and/or blended
<b>4. Location of the Services</b>	Rakvere 14-7 Jõhvi, 41537 Ida-Virumaa, Estonia.
<b>5. Consideration</b>	The Recipient will pay the Provider the fee as specified in the invoice, inclusive of any applicable taxes and bank charges, prior to the commencement date.
<b>6. Method of Payment</b>	Bank transfer, Credit card, or as specified in the invoice
<b>7. Service Completion Date</b>	As specified in invoice

## LEGAL TERMS

### 1. Definitions and interpretation

#### 1.1. Definitions

The following words have these meanings in this Agreement unless the contrary intention appears:

**Agreement** means this Services Agreement including any annexure;

**Business Day** means any day excluding Saturday, Sunday, a public holiday in Estonia;

**Confidential Information** means any information that is:

- (a) Information, ideas forms, specifications, processes, statements, formulae, trade secrets, drawings and data (and copies and extracts made of or from that information and data) that is not in public domain is considered confidential information; and
- (b) Confidential by nature, stipulated as confidential or any other information that would be reasonably considered to be confidential due to the value of the information;

**Intellectual Property Rights** means all present and future rights in relation to copyright, trademarks, designs, patents or other proprietary rights, or any rights to registration of such rights, whether created, written, developed or brought to existence by the Provider in the provision of the Services;

**Order Details** means the order for Services provided to the Recipient from the Provider from time to time; and

**Services** means the services specified in Item 2 of the Order Details or as agreed between the Parties from time to time.

#### 1.2. Interpretation

In this Agreement:

- (a) references to a person include an individual, firm or a body, whether incorporated or unincorporated;
- (b) clause headings are for references only and shall not form part of this Agreement nor used in the interpretation of this Agreement;
- (c) if the time of doing an act or thing under this Agreement falls on a day which is not a Business Day, then the time of doing that act or thing shall be deemed to be the next Business Day;
- (d) words in the singular include the plural and vice versa in accordance with the context of which that word is used;
- (e) words importing a gender include other genders;
- (f) a reference to a clause is a reference to a clause in this Agreement;
- (g) a reference to any of the words 'include', 'includes' and 'including' is to be read as if followed by the words 'without limitation';
- (h) a reference to a statute, ordinance, code or law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (i) a reference to any party include that party's executors, administrators, substitutes, successors and permitted assigns; and
- (j) each party has participated in the negotiating and drafting of this document and in the event of ambiguity or a question of interpretation arising, this Agreement is to be construed as if the Agreement was drafted jointly.

### 2. Commencing and completing the Services

#### 2.1. Commencing the Services

(a) The Provider will commence the Services on the Commencement Date. By entering into this Agreement, the Recipient acknowledges that the Provider possesses the requisite capability to deliver the Service to the Recipient.

(b) The Provider is obligated to furnish written notice to the Recipient, requesting additional information if all pertinent information and materials necessary for the completion of the Services have not been provided. Failure to furnish such notice implies that all relevant information and materials have been duly supplied. This condition should be understood in conjunction with other pertinent policies of the Provider.

#### 2.2. Completing the Services

(a) The Provider agrees to complete the Services by the Completion Date.

(b) If the Provider foresees being unable to complete the Services by the Completion Date, the Provider must inform the Recipient.

(c) Successful completion of the Service may necessitate regular attendance and/or active participation of the Recipient.

#### 2.3. Rejection of the Services

(a) Notwithstanding clause 2.4 of this Agreement, the Recipient is entitled to reject the Services provided by the Provider if the Services are not in accordance with the description outlined in Item 2 of the Agreement Summary.

(b) In the event that the Services are deemed incomplete by the Recipient, the Recipient shall provide notification in written form, unless a different method of notification is specified within this Agreement.

#### 2.4. Alterations to the Services

(a) If the Provider is required to alter the description of the Services, the Provider agrees to notify the Recipient of such alterations.

(b) Upon notification, the Recipient acknowledges the alterations.

#### 2.5. Warranty Period for the Services

(a) Where the Services include the provision of technology, then due to the inherently complex nature of technology, the Provider is unable to provide the Recipient with a guarantee that the Services will be free from technical errors and/or bugs (Errors).

(b) The Provider's Services come with guarantees that cannot be excluded under the Estonian Consumer Law. For a major failure (as defined by the Estonian Consumer Law) with the service, the Recipient is entitled to terminate this Agreement.

(c) If the failure with the service does not amount to a major failure, the Provider is entitled to a re-supply of the service within a reasonable time, or to terminate this Agreement.

### 3. Payment for the Services

#### 3.1. Consideration

The Recipient agrees to pay the Provider an amount set out in Item 5 of Order Details (Consideration). In the event that the Recipient engages the Provider to avail the Service, which is facilitated through a business partner presented by the Provider, the Recipient hereby consents to bear any associated fees, inclusive of certification costs. In addition, the Recipient acknowledges that separate subsequent invoices may be issued without affecting the execution date of this Agreement. Refunds, if applicable, must be sought in accordance with the Provider's relevant policy, such as the Fee and Refund Policy.

#### 3.2. Time and Method for Payment

(a) the Recipient will make Payment of the Consideration pursuant to Item 5 of Order Details.

(b) the Recipient will make Payment of Consideration by the method prescribed in Item 6 of Order Details.

#### 3.3. Goods and Services Tax

Unless otherwise indicated, all amounts, including out of pocket expenses, described in or in connection with this Agreement and/or its Order Details are stated in Euro (€). The Recipient agrees to pay any additional VAT, as well as bank transfer fees incurred while

paying the Consideration to the Provider. In cases where services are provided outside of Estonia, Estonian law will govern such provisions.

#### **4. Copyright and Intellectual Property Rights**

##### **4.1. Intellectual Property Rights**

- (a) The Recipient recognises that all Intellectual Property are the property of the Provider and the Recipient will take all such steps as practicable to ensure that the Intellectual Property will vest in and remain vested in the Provider.
- (b) The Provider warrants that the Provider owns the Intellectual Property Rights in the Intellectual Property delivered to the Recipient in the provision of the Services.
- (c) The Provider reserves the right to confer upon the Recipient a non-exclusive, non-transferable license to utilise any intellectual property rights owned by the Provider, which have been employed in the execution of the Services, provided that such rights were in existence prior to the commencement of the Services.
- (d) The Recipient agrees that any Intellectual Property Rights arising from this Agreement are intended solely for the purposes explicitly stipulated herein. The right to utilise any such Intellectual Property Rights is limited to the duration up to the Completion Date of the Services and will automatically terminate upon the completion of the Services.

##### **4.2. Indemnification**

The Recipient hereby indemnifies and agrees to keep indemnified the Provider against all liability, losses or expenses incurred by the Recipient in relation to or in any way directly or indirectly connected with any breach of copyright or any rights in relation to copyright in such literary and artistic works supplied as aforesaid.

#### **5. Termination of this Agreement**

##### **5.1. For the Recipient**

- (a) The Recipient may terminate this Agreement for any reason by providing the Provider with 7 days' written notice of the Recipient's intent to terminate this Agreement.
- (b) If the Recipient terminates this Agreement for reasons other than a breach of this Agreement by the Provider, the Recipient will pay the Provider for the portion of the Services completed to date and time of cancellation.

##### **5.2. For the Provider**

- (a) The Provider may terminate this Agreement by giving the Recipient 7 days' written notice of its intent to terminate. This termination clause is subject to any other policies of the Provider that may stipulate different terms.
- (b) The Provider may terminate this Agreement due to a breach by the Recipient by providing 7 days' written notice of the breach to the Recipient. Within this 7-day notice period, the Recipient has the right to remedy the breach. Should the Recipient successfully remedy the breach that prompted the notice, the Agreement will not be terminated upon the expiration of the 7 days based on the breach cited in the notice. This termination clause is subject to any other policies of the Provider that may specify different terms.
- (c) Upon issuing notice of its intent to terminate this Agreement, the Provider agrees to continue providing the Services until the end of the notice period, unless other policies of the Provider mandate an earlier cessation of work.
- (d) If the Provider provides notice of intent to terminate this Agreement, the Recipient will pay for the work which has been done and at the time the Agreement is terminated, will pay any outstanding works completed between the provision of the notice to terminate and the cessation of this Agreement. If the Recipient elects to have the Provider cease work upon receiving notification of the Provider's intent to terminate, the Recipient will only be liable to pay amounts outstanding on work completed by the Provider to the date the request to cease work was issued by the Recipient.

#### **6. Liability and waivers**

##### **6.1. Liability**

- (a) The total liability of either party to the other for damages arising out of or related to this Agreement shall be limited to the Consideration, except in cases of (i) breach of intellectual property rights, (ii) confidentiality obligations, or (iii) indemnification obligations arising under this Agreement.
- (b) Neither party shall not be liable to the other for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by either party, however caused and under any theory of liability; including, but not limited to: any loss of profit (incurred directly or indirectly), death or personal injury and any other intangible loss.

##### **6.2. Waivers**

- (a) A waiver of any right, power or remedy under this Agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.

#### **7. No employment**

No provision of this Agreement may be interpreted as establishing an employment relationship between the parties, including any of their employees or contractors.

#### **8. General matters**

##### **8.1. Communication between Parties**

The parties agree on the online forms of communication pursuant to Item 3 of Order Details. All official communications will be sent to the email address provided by the Recipient, which the Recipient is expected to monitor regularly.

##### **8.2. Disclosure and Use of Confidential Information**

- (a) All obligations of confidence set out in this Agreement continue in full force and effect after this Agreement is terminated or any Completion Date for the services.
- (b) The Recipient must not disclose any Confidential Information to any third party, including the customer and/or its agents, employees or servants, without the prior consent of the Provider.
- (c) If the Recipient discloses any Confidential Information to a third party without the prior written consent of the Provider, the Recipient is liable for any damage as a consequence of the disclosure.
- (d) Each party must keep confidential the terms of this Agreement. If a party becomes aware of a breach of this obligation, that party will immediately notify the other party.
- (e) The Provider must not use any Confidential Information without the prior consent of the Recipient.
- (f) If the Provider uses any Confidential Information without the prior consent of the Recipient, the Provider is liable for any damage suffered by the Recipient and/or the customer as a result of the use.

(g) This Agreement prohibits the disclosure of Confidential Information by the Provider with exception to the following circumstances:

- (i) the Provider is permitted to disclose Confidential Information to business partners to the extent necessary for the performance of the Services under this Agreement;
- (ii) the disclosure is required by applicable law or regulation; or
- (iii) if the confidential information is already in the public domain at no fault of the Provider.

**8.3. No partnership or agency**

Nothing contained or implied in this Agreement will create or constitute, or be deemed to create or constitute, a partnership between the parties. A party must not act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other parties to any obligation.

**8.4. Governing Law & Jurisdiction**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Republic of Estonia.
- (b) In the event of any dispute arising out of or in relation to the Services, the Recipient agrees that the exclusive venue for resolving any dispute shall be in the courts situated in Estonia.

**8.5. Dispute Resolution & Mediation**

- (a) If a dispute arises out of or relates to the terms of this Agreement, either party may not commence any legal proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- (b) A party to this Agreement claiming a dispute (Dispute) has arisen under the terms of this Agreement, must give written notice to the other party detailing the nature of the Dispute, the desired outcome and the action required to settle the Dispute (Notice).
- (c) On receipt of the Notice by the other party, the parties to this Agreement (Parties) must within thirty days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree.
- (d) If for any reason whatsoever, 21 days after the date of the Notice, the Dispute has not been resolved the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by and attend a mediation.
- (e) It is agreed that mediation will be held in Estonia.
- (f) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing, undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation.
- (g) All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the fullest extent possible, must be treated as ‘without prejudice’ negotiations.
- (h) If thirty (30) days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either party may ask the mediator to terminate the mediation and the mediator must do so.
- (i) In the event that the Dispute is not resolved at the conclusion of the mediation, either party may institute legal proceedings concerning the subject matter of the Dispute thereafter.

**8.6. Severance**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

**8.7. Assignment**

The Recipient agrees for the Provider to delegate, assign, novate and/or subcontract any obligations pursuant to this Agreement to any person without the Recipient’s consent.

**8.8. Entire Agreement and Modifications**

- (a) The Recipient confirm and acknowledge that:
  - (i) This Agreement shall constitute the entire agreement between the Provider and the Recipient and shall supersede and override all previous communications, either oral or written, between the parties;
  - (ii) No agreement or understanding varying or extending this Agreement shall be binding upon any party unless arising out of the specific provisions of this Agreement; and
  - (iii) If for whatever reason there is inconsistency between this Agreement and any other agreement, this Agreement shall prevail.
  - (iv) The Provider reserves the right to modify these terms and conditions, with all changes taking immediate effect. The Recipient agrees to stay informed of such changes by periodically reviewing the rules and regulations.
  - (v) By entering into this Agreement, the Recipient is bound to adhere to and fully comply with all additional policies, rules, and regulations established by the Provider. The Recipient acknowledges that these are integral to the Agreement and commits to follow them as if they were expressly set out within this Agreement.
  - (vi) The Recipient hereby acknowledges, after careful review and understanding of the terms and conditions of this Agreement, that the Recipient have had the opportunity to seek independent legal advice and translation if necessary, and further agrees to comply with and be legally bound by all conditions and obligations outlined herein.

Executed by the Recipient:

Signature	Name (same as passport)	Date

Executed for European College of Polytechnics (by its authorised representative):

Signature	Name	Date