

PUBLIC AGREEMENT FOR THE PROVISION OF EDUCATIONAL SERVICES

This Educational Services Agreement (hereinafter the "Agreement") is executed by MA EDUPARTERS LIMITED, HE 391408, represented by the Director Stamatis Skianis (the "Contractor"). Under the regulations of this agreement the Contractor shall provide the following services to the Users:

1. DEFINITIONS

1.1. For the purposes of this Public Agreement, the following terms have the following definitions:

Mate academy – the website <https://mate.academy>, through which the User accesses the Service provided by the Contractor

Contractor – MA EDUPARTNERS LIMITED, registration number HE 391408.

User – a person who has reached the required legal age of an adult in their country of residence and who has the legal capacity to enter into a binding contract.

Services – educational training, according to the selected package offer from those offered at <https://mate.academy/courses/> which includes all of the following: access to the Content posted on the website <https://mate.academy>, communication between the User and the Mentor, who provides assistance in mastering the Content, including calls, Q&A sessions, checking of tasks performed by the User (code review) by the Mentor, assistance in preparing 5 (five) User Portfolios, access to internal events of Mate academy and comprehensive preparation for employment and access to the information about vacancies of the Contractor's partner companies.

Content – educational materials posted on the website (video lectures, assignments, self-tests for assignments, section with Vacancies from partner companies) and other programs, access to which is provided within the Service.

Service fee – payment for the Service in the amount determined by the terms of the respective package offer.

Right of Refusal – the right of the User to refuse the Service at any time by notifying the Contractor at <https://mate.academy/subscriptions> or via email legal@mate.academy. In case the Right of Refusal is exercised by the User within the first 14 (fourteen) days from the date of payment of the Service Fee, the Contractor shall make a full refund of the Service Fee within 4 (four) banking days.

Public Offer – an offer provided by the Contractor addressed to any adult and fully capable natural person who meets the requirements of the applicable local laws for entering into a Service Agreement, the terms of which are set out in this Public Agreement (hereinafter - the "Offer").

Acceptance – means full and unconditional acceptance by the User of all terms of the Public Agreement set forth in this Offer, as well as of terms set out in other documents, regardless of their name and content, defining the terms and conditions of the Services, their scope, price and provision method. By accepting the Offer, the User also confirms that they understand all the provisions of this Offer / Agreement, its annexes and other documents, regardless of their name and content, which determine the rules and conditions of the Service; acceptance of the Offer is confirmed by payment for the Services via payment systems (including, but not limited to using the built-in interface of the website <https://mate.academy>); The

Term of Acceptance of this Offer is unlimited and is valid until the termination of this Agreement.

Employment assistance – the Contractor's obligation to assist the User in the process of the User' obtaining proposals from third parties for the conclusion of a paid employment contract and / or contract, civil law contract and / or any other contract (provision of services, performance of works, creation of objects of copyright, contract with an independent contractor, any oral payment agreement, etc.) with a legal entity and / or individual, including natural persons-entrepreneurs in the field of information technology and / or information. Employment assistance is provided after completing all modules of the relevant course (Profession) and lasts up to 12 weeks after completing such relevant course (Profession).

Success Criteria – as defined by the Contractor criteria for the success of the User in mastering the Content.

Mentor – the Contractor or a natural person designated by him, who during the Service provides in person training and / or assistance to the User in mastering the Content and achieving the Success Criteria.

Internal events – online events organized by the Contractor with the participation of other users, mentors and potential employers in the field of information technology and information.

- 1.2. These terms are provided for convenience and will not limit the relevant definitions if the context so requires.

2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. The subject of this Public Agreement is the provision by the Contractor to the User of Educational Services including access to Mate academy content, posted at <https://mate.academy/> (the course specified in the offer), in-person assistance in mastering the skills, as well as employment assistance.
- 2.2. The service is provided in the form of a package offer, available for selection by the User at <https://mate.academy/courses/> (part-time section).
- 2.3. The User may exercise the Right of Refusal under the conditions specified in this Agreement. Also, in case of the Contractor's failure to provide Employment Assistance within the period specified in this Agreement, the User has the right to demand a refund of the Contractor's Remuneration by sending a written notice of refund to the Contractor, and the Contractor shall refund the User's payment within 7 (seven) banking days. The parties agreed that such notice may not be sent to the Contractor before the expiration of the term of employment assistance.
- 2.4. With regard to the subject of this Public Agreement and fully understanding its essence and content, the User declares that they accept, undertake and confirm that the Services under this Public Agreement are ordered by them exclusively for needs directly related to their future business and / or performance of the responsibilities of the employee to third parties in the field of information technology. This Public Agreement is not a consumption agreement.
- 2.5. This Agreement does not constitute in any way an employment relationship or any employer relationship with an employee and does not constitute any agency relationship that would entitle the User to act on behalf of the Contractor.

3. DETAILED INFORMATION ABOUT SERVICES

- 3.1. The User masters the Content determined by the relevant fixed value package offer selected by the User. As mentioned above, the Mentor provides an online in-person assistance to the User in mastering the Content.

- 3.2. During the term of providing the Service in accordance with the package offer selected and paid by the User, the Mentor provides assistance in mastering the Content to the User. Such assistance in mastering includes live online explanations provided by the Mentor regarding the components of the Content via video conference software as well as via available messaging software, reviews and assessments of the Users' acquired knowledge and skills by the Mentors.
- 3.3. If the User meets the Success Criteria, the Contractor shall provide the User with Employment Assistance under the conditions specified in this Agreement.
- 3.4. The Success Criteria for obtaining the Employment Assistance are:
 - 3.4.1. Completion of all topics and performance of all practical tasks within the chosen profession;
 - 3.4.2. Passing technical checks with the Mentor and preparing for a technical interview with the companies-employers.
 - 3.4.3. Passing the module "Employment" on the platform and following all the recommendations provided in this module and the advice of the Mate academy HR team.

4. PRICING AND PAYMENT TERMS

- 4.1. The fee for the Contractor's Service (Performer's Remuneration) is determined by the terms of the relevant package offer selected by the User at <https://mate.academy>.
- 4.2. The Service Fee is paid by the User via the built-in functionality of the website <https://mate.academy> before the start of the Service or via any other payment means as agreed by the User and the Contractor orally or in written form.
- 4.3. The User has the right to withdraw from this Agreement by exercising the Right of Refusal. The Parties confirm that in this case the Public Agreement is considered to be automatically terminated for the User on the date of receipt by the Contractor of the notice of the Customer about their decision to exercise their Right of Refusal.

5. RIGHTS AND RESPONSIBILITIES

- 5.1. The Contractor is obliged to:
 - 5.1.1. the timely and high-quality provision of Services in accordance with the terms of this Agreement and the package offer selected by the User;
 - 5.1.2. perform their duties consciously and professionally;
 - 5.1.3. in the event of circumstances that prevent the proper performance of the Contractor's obligations under this Public Agreement, notify the User.
- 5.2. The User is obliged to:
 - 5.2.1. in order for the Service to be provided effectively, prepare a personal computer or a laptop and obtain reliable access to the Internet;
 - 5.2.2. work through the Content, conscientiously and diligently performing all types of tasks provided in the curriculum, within the timeframe and timeframes specified by the curriculum, and / or the Mentor and / or the Contractor and / or his / her authorized persons;
 - 5.2.3. obtain the legal right to work in the country of the User's residence. Follow the instructions of the

Contractor on employment, contracting and career advancement in the field of information technology;

- 5.2.4. to not download or copy the Content, as well as to not distribute the Content in any way without the prior written permission of the Contractor;
 - 5.2.5. create the necessary conditions for the Contractor to be able to fulfill their obligations under this Agreement, timely and within the time limits specified by the Contractor provide all necessary documents, materials and information;
 - 5.2.6. pay for the Services in the manner and on the terms provided by this Agreement;
 - 5.2.7. strictly respect all intellectual property rights of the Contractor, both registered and unregistered, including Content, know-how and show-how, and take all necessary and sufficient measures necessary to prevent access of any third parties to the Content, including video recordings, articles and assignments.
- 5.3. The Contractor has the right to:
- 5.3.1. receive from the User the information necessary for the provision of Services under this Agreement, as well as control the contractual discipline of the User.
 - 5.3.2. receive payment for the provided Services in the amounts and terms stipulated by this Agreement.
 - 5.3.3. monitor the professional activity of the User in the field of information technologies and information.
- 5.4. The user has the right to:
- 5.4.1. withdraw from this Agreement in the manner prescribed by its terms.
 - 5.4.2. receive timely and proper quality services.

6. LIABILITIES AND DISPUTES RESOLUTION

- 6.1. In case of breach of the obligation arising from this Agreement, the Party shall bear the responsibility specified in this Agreement and the applicable laws.
- 6.2. In case of violation by the User of the terms of this Agreement, the User is obliged to reimburse the Contractor for all losses and costs incurred by the the Contractor in connection with such violation of their rights, including, without limitation, reasonable consultants' and attorneys' fees and disbursements incurred.
- 6.3. The Parties agreed that in case of non-compliance with the terms of this Agreement by the User, such as content distribution, etc, the Contractor has the right to report these facts to IT partner companies, recruitment agencies and communities and other professionals in the information technology sector.

Notwithstanding any other provision of this Agreement, the Parties agree that any subsequent breach by the User of the terms of this Agreement will constitute improper performance of the confidentiality obligation and a material breach of the Agreement, namely: (a) distribution of Content, homework, training techniques ; and / or (b) infringement of any intellectual and unregistered rights of the Contractor, including know-how and show-know; and / or (c) disseminating in any way information about the learning process, the relationship with the Contractor without the express prior written consent of the latter. In this

case, the User shall reimburse the Contractor for all damages caused to the Contractor, as well as the costs incurred and losses incurred by the Contractor in connection with the restoration of the violated rights, including the cost of legal assistance.

- 6.4. All disputes related to this Agreement shall be resolved through negotiations between the Parties. All disputes not settled by the Parties by means of negotiations shall be referred for final settlement to the state court respective for the seat of the Contractor. The parties agreed that the Contractor has the right to go to court without complying with any formalities for pre-trial settlement of the dispute.
- 6.5. The User is solely responsible for any and all liability related to the provision of inaccurate information to the Contractor, including during the Acceptance.

7. TERM OF THE AGREEMENT

- 7.1. This Agreement shall enter into force from the date of acceptance and shall remain valid during the period of the respective User's subscription validity.
- 7.2. The User may terminate this Agreement by exercising the Right of Refusal, as determined by the terms of this Agreement.

8. PERSONAL DATA PROTECTION

- 8.1. Any information related to the Agreement (other than that available to the public), account access credentials on the Mate academy website, any course content, homeworks, teaching techniques, information regarding the process of studying, know-how, show-how, other Company's intellectual property objects, including both registered and unregistered, are strictly confidential and considered a trade secret (hereinafter: "Confidential Information") and shall not be disclosed by the Client directly or indirectly to any other natural or legal person, including public authorities, for any purpose, except as expressly required by law for as long as Confidential Information has commercial value for Mate academy.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. By accepting the Offer / Agreement, the User confirms, declares and undertakes that:
 - 9.1.1. they have reached the required legal age of an adult in their country of residence and have the legal capacity to enter into a binding contract;
 - 9.1.2. prior to the Acceptance, the User was provided with and received all necessary and requested explanations, all necessary, available, reliable, comprehensive, complete and timely information about the Contractor, Services, their quality, content, fees and payment terms;
 - 9.1.3. they have obtained and all and any valid permits, consents and any other approvals required for the signing and fulfillment of the terms of this Agreement;
 - 9.1.4. the achievement of the Success Criteria depends entirely on the integrity of the User's mastery of the Content, including the timely and correct implementation of the recommendations of the Mentor and the Contractor;
 - 9.1.5. they will not transfer to any third parties and will not use independently (without the prior written consent of the Contractor) any know-how, show-how, copyright and / or other intellectual property rights of the Contractor, both registered and not, including website content, educational materials, tasks and other information;

9.1.6. conclusion of this Agreement was preceded by an offer and advertising by the Contractor.

10. CONFIDENTIALITY

- 10.1. The terms of this Agreement with respect to the information and details of the execution of the Agreement and any information relating to this Agreement other than that available to the public is strictly confidential and considered a trade secret (hereinafter referred to as "Confidential Information") and shall not directly or indirectly be disclosed by the User to any other natural or legal person, including public authorities, for any purpose, except in cases when it is explicitly required by law.
- 10.2. The Contractor is authorized to disclose Confidential Information and Trade Secrets to its legal and financial advisers, employees, banks, partners and other persons with whom it cooperates.
- 10.3. At the request of either Party to this Agreement or on the basis of a written agreement between the Parties, additional conditions in regard to the confidentiality and trade secrets may be established.

11. MISCELLANEOUS

- 11.1. In cases not provided for in this Agreement, the Parties shall be guided by the applicable law respective for the seat of the Contractor.
- 11.2. Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. If any provision of this Agreement is found to be invalid or unenforceable as going beyond what is reasonable in all the circumstances for the protection of the Parties to this Agreement but would be valid if part of the wording thereof were deleted or a period thereof reduced the said provision shall be deemed to apply with such modifications as may be necessary to make it valid and effective and any such modifications shall not thereby affect the validity of any other restrictions contained herein.