

## Services Agreement

This Services Agreement (hereinafter – the “**Agreement**”) is executed by and between:

MA EDUPARTNERS LIMITED, HE 391408, Florinis, 7, GREG TOWER, 2nd floor, Nicosia, 1065, Cyprus (the “**Contractor**”), on the one hand, and

\_\_\_\_\_, citizen of \_\_\_\_\_, passport No. \_\_\_\_\_, date of expiry \_\_\_\_\_, issued on \_\_\_\_\_ by the \_\_\_\_\_ (“**Customer**”), on the other hand,

hereinafter collectively referred to as “**Parties**” and severally as the “**Party**”.

### Preamble

The main purpose of the Parties to this Agreement is to ensure personal and professional development of the Customer and further engagement of the Customer in the information technology area. The Parties, wishing to achieve the purpose described in this Agreement, not being under the influence of any difficult circumstances, fully understanding all the provisions of this Agreement and the consequences of its conclusion, including provisions on the price and payment of Services, have agreed as follows:

#### 1. Subject Matter of the Agreement

1.1. The Contractor shall properly provide the services described in paragraph 1.2 of this Agreement («**Services**»), and the Customer shall accept and pay for the Services on the terms and conditions specified in this Agreement.

1.2. For the purposes of this Agreement the “**Services**” shall include the training of the Customer on the course “\_\_\_\_\_” lasting \_\_\_\_\_ months (“**Course**”) to ensure the professional development of the Customer, the acquisition by the Customer of professional knowledge and skills for the further Engagement of the Customer in the information technology area as an information technology specialist.

1.3. The Customer has the right to attend additional courses organized by the Contractor, namely: courses in other technical areas and English lessons available during the term of this Agreement, at no additional charge. The costs of such services are covered by the costs for the course specified in paragraph 1.2.

1.4. The training of the Customer on the selected course, as well as attending in additional courses organized by the Contractor, will be carried out using the Internet and the program indicated by Contractor.

#### 2. Definitions

“**Engagement in the Information Technology Area**” (hereinafter - “**EITA**”) - the conclusion by the Customer after signing of this Agreement any employment agreement and/or any other agreement (services agreement, agreement for performance of works, agreement for the creation and/or alienation of intellectual property and intellectual property rights, agreement with an independent contractor, any oral payment agreement, etc.) with a legal entity and/or individual, including private entrepreneurs, in the information technologies area (“**EITA Agreement**”). For the purposes of this Agreement, EITA also includes any paid actual provision of services and/or performance of works by the Customer (directly or indirectly, including through legal entities or other entities) in the information technology area, which began after signing this Agreement. The evidence of the occurrence of EITA can be any data on Customer's EITA considered sufficient at the sole discretion of the Contractor, including, but not limited to, information from social networks, information from government authorities, including tax bodies, information from any open sources of information and other sources not prohibited by current legislation, information from individuals and/or legal entities, etc.

“**Engagement Period**” - a period of time beginning on the date of EITA and ending on the date of termination of the EITA Agreement or provision of services and/or performance of works by the Customer (directly or indirectly, including through legal entities or other entities) in the information technology area. The Parties agree that the Engagement Period may be suspended and resumed.

**"Customer's Income"** - for the purposes of this Agreement means all and any amounts of funds received by the Customer, its agents, proxies, legal entities (or any other business formations) formed by the Customer (or owned by the Customer, regardless of the number of shares or % that the Client owns at legal entities or business formations), etc., as a result, and in connection with EITA starting from the first full month of EITA, unless otherwise provided by the terms of this Agreement. For the avoidance of doubt, the Customer's Income is determined after the accrual, withholding and payment of taxes, and includes all and any amounts of funds received by the Customer in connection with EITA in any way, including through payment services, including Payoneer, Transferwise, PayPal, Skrill, Stripe and other similar services and technologies.

**"Training Materials"** - shall mean any information, data, materials or intellectual property used by the Contractor within the Course for the Services providing. The Training Materials include, but are not limited to: scripts, source code, object code and other human-readable and computer-interpretable code, libraries and other software components, text, audio, photographic, graphical, animation, visual and other content, plans, sketches, whether or not protected by copyright, trademarks, service marks, trade names, utility models, industrial designs, commercial and trade secrets, know-hows, databases, patents and geographical indications.

### 3. Terms of Services

3.1. For the proper provision of services under this Agreement, the Contractor is entitled to:

- engage third parties for the Services provision;
- receive from the Customer the information necessary for the provision of Services under this Agreement;
- supervise the success of the Customer's training during the Course and make three warnings to the Customer if the success or behavior of the Customer during the Course does not satisfy the standards of the Course (e.g. the Customer does not do homework, misses training without notifying the reasons for missing or the reasons for missing are considered insignificant by the Contractor etc.).

3.2. In order for the provision of Services by the Contractor to be possible, the Customer agrees and undertakes:

- to prepare a personal computer or laptop for the recommended features: 2GHz Processor (min 2core, 4 threads); 8GB RAM; 256 GB disk SSD; web camera 720p, microphone;
- to exercise and perform all types of tasks provided by the Course curriculum conscientiously and diligently, in the terms determined by the Contractor' and/or the third parties authorized by the Contractor;
- to ensure the absence of any obligations (work, study, vacation, etc.) from Monday to Friday from 9:00 to 18:00 during the Course and to attend all training with the turned-on web camera;
- to follow the instructions of the Contractor on employment, contracting and career development in the information technology area;
- to create the necessary conditions for the Contractor to fulfil Contractor's obligations under this Agreement, timely and immediately (within the time limits specified by the Contractor), provide all necessary documents, materials and information;
- to provide unlimited access to a computer, high-speed wifi and quiet workspace at any time;
- to inform the Contractor in writing the following circumstances no later than 5 (five) calendar days from the date of their occurrence: (i) the fact of EITA, and/or the fact of termination of the Engagement Period, and/or renewal of the Engagement Period; (ii) registration of the Customer as a private entrepreneur or obtaining the similar legal status that allows to the Customer to carry out business activities; and (iii) any defects in the Services provided.

3.3. The Contractor shall from time to time notify the Customer about the beginning of training, time and place of training, including by means of telecommunication, messengers and/or any other means determined at the sole discretion of the Contractor.

3.4. From the date of the Agreement, the Customer agrees to the recording and dissemination of the image in the field of recordings of the Course conducted under this Agreement. The Contractor declares that the recordings containing the image of the Customer will be provided only to other Customers, only for teaching purposes. From the date of the Agreement, the Customer agrees to the recording and dissemination of the image for marketing purposes by publishing photos and excerpts of recordings of the Course conducted under this Agreement on the Internet, including in social media channels.

### 4. Acceptance of Services

4.1. The Services are accepted by the Customer on the basis of the Acceptance Certificate.

4.2. The Contractor shall sign and provide the Customer with the Acceptance Certificate on the terms, agreed by the Parties via Proper means of communication. The Customer is obliged within 3 (three) business days after the day of receiving the Acceptance certificate to sign it and send it back to the Contractor or send a motivated refusal from accepting the Services.

4.3. In case of motivated refusal of the Customer to accept the Services, the Parties shall agree on a list of deficiencies of the provided Services and terms for their fixing. When the deficiencies are fixed, the Parties shall apply paragraphs of this Section 4 again.

4.4. The Services are deemed to be duly provided and payable after signing of the Acceptance Certificate by the Parties. The Services are also deemed to be duly provided if within 3 (three) business days after the Customer receives the Acceptance certificate it fails to sign and send it back, and at the same time will not send to the Contractor a motivated refusal from accepting the Services.

4.5. For the cases when the Parties do not sign the Acceptance Certificate for any reason, the appropriate evidence of the Services provision shall be an extract (printout) from the CRM system "Bpm-online" used by the Contractor in the form and content defined at the sole discretion of the Contractor.

## **5. Prices and Payment**

5.1. The cost of the Services (Contractor's Remuneration) is 12% (twelve per cent) of the Customer's Income. The Contractor's remuneration becomes due from the date of the EITA and shall be paid monthly during the 36 (thirty-six) first full months of the Engagement Period.

5.2. The payment for the Services shall be made as follows:

5.2.1. the Customer shall make the first payment in the amount of 12% (twelve per cent) of the Customer's Income received for the 1st (first) full calendar month of EITA by the 20th (twentieth) day of the following calendar month;

5.2.2. The Customer shall make all subsequent monthly payments in the amount of 12% (twelve per cent) of the Customer's Income received for each relevant month of the Customer's EITA by the 20th day of the following month until the Customer pays the Contractor's Remuneration in full under paragraph 5.1.

5.3. The Parties agree that in the event of Engagement Period termination, payment for the Services shall be suspended until the resumption of the Engagement Period. Except as provided in paragraph 10.4 hereunder, in case of suspension and subsequent resumption of the Engagement Period, the total cost of Services shall be not less than 12% (twelve per cent) of the Customer's total Income for 36 (thirty-six) months during which the Customer has received income as a result of or in connection with EITA (regardless of the number of suspensions of the Engagement Period).

5.4. Except as provided in paragraph 10.4, in case the Customer refuses to take the Course (including the actual termination of the Course, failure to complete training tasks, etc.), and the Contractor further detects the fact of engagement of the Customer in EITA, the Customer shall pay the Contractor's Remuneration, which shall be calculated as follows:

5.4.1. as 12 (twelve) percent of the part of the Customer's Income received by the Customer within 6 calendar months of EITA - in case of refusal of the Customer from the Course within the first 25 calendar days from the date of the beginning of the Course;

5.4.2. as 12 (twelve) percent of the part of the Customer's Income received by the Customer within 12 calendar months of EITA - in case of refusal of the Customer from the Course in the period from the 26th to the 55th calendar day from the date of the beginning of the Course (if the total duration of such Course is 100 and more calendar days), or in the period from the 26th on the 41st calendar day from the date of the start of the Course (if the total duration of such a Course is less than 100 calendar days);

5.4.3. in general order agreed in this Section 5 above if the Customer refuses of the Course after the 55th calendar day from the date of the Course starting (in the case the total duration of such Course is 100 or more calendar days), or after the 41st calendar day from the date of the Course beginning (in the case the total duration of such Course is less than 100 calendar days).

5.5. For the purposes of this Section, the Customer is obliged:

- to provide the Contractor with certified copies of accepted by authorities tax returns within 10 (ten) calendar days from their submission date to the relevant authorities in the case the Customer registers as an entrepreneur or obtains similar status that allows the Customer to carry out the business activities. The specified obligation of the Customer is valid until full payment of Contractor's Remuneration for the Services by the Customer;

- to provide the Contractor quarterly, no later than the 20th (twentieth) day of the month following the reporting quarter, with a document confirming the amounts paid to the Customer in connection with the EITA for reporting quarter, in case the Customer concludes an employment agreement and/or any civil contract in the information technology area without registration as a private entrepreneur. The Parties agree that in any case, such a document must be personally signed by the Customer, contain information about the period for which it is provided, information about all amounts received by the Customer in connection with EITA for such period (Customer's Income paid for reporting quarter).

5.6. For the purposes of this Section, the Contractor is entitled:

- to monitor the professional activity of the Customer in the information technologies area;
- based on the Customer's consent in Annex 1 to this Agreement, to send requests to regulatory authorities (including state tax and financial authorities), partner companies (IT companies and employers), recruiters and any other persons who may have information on the professional activity of the Customer, Customer's Income, etc.

5.7. Notwithstanding any other provisions of this Agreement, if the Customer conceals the fact of EITA from the Contractor, fails to provide information to the Contractor on the Customer's Income, and/or provides inaccurate information on the Customer's Income for the purposes of this Agreement and the calculation of the Contractor's Remuneration, the Contractor, at Contractor's sole discretion, will determine the amount of the Customer's Income (calculated on a monthly basis) for the relevant months of such concealment as the average monthly consideration for full-time engagement in the relevant type of economic activity in local information technology market, in double amount, multiplied by the lesser of the following quantities: (a) 36 months, or (b) the number of months for which the information was not provided or was determined by the Contractor as unreliable.

5.8. The Contractor may allow the Customer to defer payment of Contractor's Remuneration. In this case, the Engagement Period shall be suspended for the time of such deferral, and the Customer's Income shall not include the income from EITA for such deferral period.

5.9. All payments shall be made by wire (bank) transfer. The payment is considered to be made by the Customer on the date it is fully credited to the bank account of the Contractor.

5.10. The Customer shall be responsible for the payment of all bank fees and charges with respect to the transfer, except for those charged on the Contractor's side. Bank fees charged on the Contractor's side, in particular bank fees and charges of the Contractor's correspondent bank, shall be paid by the Contractor.

5.11. The total price of this Agreement consists of the sum of all payments for 36 (thirty-six) full calendar months of EITA.

5.12. The currency for payments under this Agreement is Euro.

## **6. Confidentiality**

6.1. «**Confidential information**» is any documents and information transmitted by one Party to the other Party in any form, belonging to the Parties, used by the Parties or acquired by the Parties while performing their obligations under this Agreement.

6.2. Confidential information includes:

- Training Materials;
- Agreements, protocols, preliminary contracts, any unilateral, bilateral and multilateral legal acts both signed and drafted;
- Forms of cooperation with counterparties;
- The cost of works and Services carried out/provided, amounts and forms of payment for such works and Services;
- Dates, size and forms of payment of rewards, other compensations and monetary sums;
- Business plans and development plans, developed forecasts;
- Technical specifications, task descriptions, data sheets, schemes and technological documentation of any kind;
- Candidates' and personnels' CV database, other data collected and stored in scope of recruitment process;
- Reports on provided Services;
- Organization of business processes;
- Correspondence with clients and other counterparties;
- Ways of access to the premises, computer systems, databases (code words, passwords, access codes and other data).
- Any other information received in any other form bearing the note on or pointing out to the confidential nature of such information.

6.3. Confidential information also includes all Contractor's intellectual property, and all related documentation, other materials.

6.4. The following information shall not be regarded as Confidential:

- Information contained in official reports, press releases and other materials made public by the Party;
- Information regarding the service provision under this Agreement, which the Customer explicitly allowed the Contractor to disclose via the Proper means of communication, for the purposes of third parties' familiarization with their professional qualifications.

6.5. The Parties undertake not to use and/or disclose Confidential information to any third parties, except cases when they are legally obliged to do otherwise (as defined below), during the term of this Agreement and 3 (three) years after the termination or invalidation hereof.

6.6. Should any Party be required by law, court, or other competent state authority to disclose any Confidential Information obtained from the other Party, such Party will provide the other Party with a prior written notice of such request or requirement so that the other Party can seek appropriate lawful protective measures.

## **7. Intellectual Property Rights**

7.1. The Customer shall (i) strictly adhere to all the Intellectual Property Rights of the Contractor to the Training Materials, and (ii) use the Training Materials solely for gains consistent with the purpose of this Agreement and (iii) take all sufficient and necessary measures to prevent access to such Training Materials by the third parties.

## **8. Representations and Warranties**

8.1. The Contractor hereby explicitly represents and warrants, that:

- the Contractor carries on business in compliance with the law applicable to it;
- the Contractor disposes all the intellectual property rights, which are used in course of service provision under this Agreement, on legitimate grounds;
- the Contractor has the requisite expertise, experience and skill to provide the Services and it shall use all reasonable efforts to cause the Services to be performed in a competent, efficient and professional manner;
- the Contractor has legal capacity to conclude this Agreement, and such conclusion and performance hereunder does not constitute a breach under any regulations applicable to it, or any bargain, or judicial decision to which the Contractor is a party or by which the Contractor is bound.

8.2. The Customer hereby explicitly represents and warrants that:

- prior to signing this Agreement, the Customer was provided and received all necessary and requested explanations, all necessary, available, reliable, comprehensive, complete and timely information about the Contractor, Services, their quality, their cost and payment terms;
- the Customer has obtained all and any permits, consents and any other approvals required for the signing and fulfilment of the terms of this Agreement, and they have the legal capacity to conclude this Agreement.

## **9. Liability**

9.1. In the event of non-performance or improper performance of obligations by any Party hereunder, it shall reimburse the other Party all damages in the amounts the costs and expenses incurred by the Contractor for providing the Customer with the Services i.e. the relevant cost of the Courses and services provided by the Contractor to the Customer. Such reimbursement does not relieve the Party of its obligations under this Agreement and/or elimination of violations.

9.2. In no event shall a Party that incurs liability for a breach of this Agreement or any other statutory cause of action arising out of the operation of this Agreement, be liable for: (a) any indirect or consequential loss, or (b) damages, or loss of revenue, (profits, goodwill, bargain or opportunities, or (c) loss or corruption of data, or (d) loss of anticipated savings, incurred or suffered by the other Party whether caused by negligence or otherwise or whether or not the Party, which incurs liability, was or should have been aware of the possibility of such loss or damage.

9.3. Each Party agrees to indemnify, defend, and hold harmless the contracting Party (and its shareholders, directors, officers, employees, affiliates, successors, assigns, and representatives) from and against all claims, losses, damages, liabilities, or other expenses, including, without limitation, reasonable consultants' and attorneys' fees and disbursements incurred by any of them, based upon, arising out of, or otherwise relating to any inaccuracy in or any breach of any representation, warranty, covenant, or

obligation of the Party contained in this Agreement or in any schedule, exhibit, instrument, or document delivered under this Agreement.

9.4. Neither Party shall be liable or deemed to be in default for any delay or failure in performance hereunder or interruption of service resulting directly or indirectly from events that are beyond the reasonable control of the Party, these events cannot be prevented under proper control and these events were not foreseeable at the time of execution of the Agreement, including: fire, explosion, flood, storm, other natural disasters, technogenic catastrophies, wars, acts of terrorism, strikes, imposing embargoes, civil riots, intervention of authorities, etc. ("**force majeure**"). Notwithstanding the foregoing, each Party shall use all reasonable endeavors to continue to perform, or resume performance of, such obligations hereunder for the duration of such force majeure.

9.5. The Contractor is not liable for the manner in which the Customer uses the knowledge or skills acquired during the term of this Agreement. In particular, the Contractor is not responsible for the Customer's illegal activities, in particular hacker Internet attacks and activities related to network security.

## **10. Term of the Agreement**

10.1. This Agreement shall enter into force upon the effective date indicated at the beginning of the Agreement and shall be valid for 5 (five) years or until the Parties have fully fulfilled their obligations.

10.2. The Parties may terminate the Agreement early upon mutual written agreement.

10.3. The Customer's cessation of participation in the Course is not tantamount to termination of the Agreement.

10.4. The Agreement may be early terminated by the Customer unilaterally by notifying the Contractor of such termination within the first 2 (two) calendar weeks from the date of the start of the Course, provided that such notice was made in writing and received by the Contractor within these first 2 (two) calendar weeks. This Agreement is considered automatically terminated on the date of receipt by the Contractor of the Customer's notice on termination of this Agreement.

10.5. In the case the Customer decides to terminate the Agreement after the expiration of 2(two) calendar weeks after the start of the Course, the Parties shall apply the provisions specified in paragraph 5.4 of this Agreement.

10.6. The Contractor may at any time terminate this Agreement upon 1 (one) calendar day's prior written notice to the Customer. The Parties confirm that such termination will not create any monetary, financial or other obligations of the Contractor to the Customer.

10.7. Obligations and commitments regarding the confidentiality, established in Section 6 herein, shall not terminate together with the termination of the Agreement and remain valid for the term prescribed herein.

10.8. Obligations and commitments regarding the intellectual property, established in section 7 herein, shall not terminate together with the termination of the Agreement and remain valid for the term of protection of Contractor's intellectual property rights to intellectual property.

10.9. In the event of termination of the Agreement or at written request of the Contractor the Customer is obliged to return to the Contractor or to destroy, depending on the Contractor's decision, within 10 (ten) calendar days all materials and carriers containing Confidential information.

## **11. Applicable Law and Dispute Resolution**

11.1. This Agreement shall be governed by and construed in accordance with English law.

11.2. The Parties will seek to resolve any disputes which may arise in connection with this Agreement, including any questions regarding its implementation, execution, validity or termination by the negotiations. 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.

## **12. Miscellaneous**

12.1. This Agreement and the documents referred to herein constitute the entire agreement between the Parties hereto with respect to the matters dealt with therein and supersedes any previous agreement between the Parties hereto in relation to such matters. Amendments and supplements to this Agreement are valid only when they are made in writing and signed by both Parties.

12.2. The Agreement and other documents referred to in the Agreement, when issued and signed in electronic form including via exchange of signed scanned copies by email or reputable e-signature provider DocuSign (<https://www.docusign.com>), as well as by facsimile or electronic signature by any Party (including signatures in Adobe PDF or similar format), shall be valid, binding and equal to originals executed in written form. All written notices required or permitted in connection with this Agreement shall be deemed to have been given when hand delivered, mailed by registered/certified mail or sent by Proper means of communication:

Party	First Name and Last Name	Sample of signature	Sample of electronic (facsimile) signature	Email
<b>Contractor</b>	Roman Apostol		<i>Roman Apostol</i>	roman@mate.academy
<b>Customer</b>				

Each Party is fully responsible for the correctness of the details specified in this Agreement and undertakes to notify the other Party in writing of their change promptly. In the case of non-notification, the Party that fails this obligation bears the risk of adverse consequences.

12.3. 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.

12.4. This Agreement does not establish a partnership between the Parties.

12.5. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to it shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, canceled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case) without the consent of any third party.

12.6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

*[signatory page as follows]*

### 13. Details and Signatures of the Parties

**Contractor**

MA EDUPARTNERS LIMITED  
 Address: Florinis 7, Greg Tower, 2nd floor, 1065, Nicosia, Cyprus  
 Registration number: HE 391408

**Customer**

\_\_\_\_\_  
 registered at: \_\_\_\_\_  
 \_\_\_\_\_  
 Tax ID: \_\_\_\_\_

\_\_\_\_\_  
 by Roman Apostol  
 (Power of Attorney)

\_\_\_\_\_  
 \_\_\_\_\_

**Annex 1**  
**to the Services Agreement No. \_\_\_\_\_**

\_\_\_\_\_

To Whom It May Concern,

In connection with the conclusion by me, \_\_\_\_\_, Tax ID \_\_\_\_\_, of the Service Agreement № \_\_\_\_\_ dated \_\_\_\_\_, and in order to ensure the proper fulfillment of its terms, by signing this statement I ask you at the first request of the Contractor or his duly authorized representative (attorney) to provide the letter/certificate with comprehensive information on all income received by me in the period from \_\_\_\_\_ [date of conclusion of the Agreement] to the date of the relevant application. This statement is valid for 5 (five) years from the date of signing the Agreement.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature and Name of the Customer