

GENERAL TERMS FOR THE SERVICE CONTRACT

These general terms (hereinafter the **General Terms**) are an integral part of the service contract (hereinafter the **Service Contract**) between the customer (hereinafter **you**) and the service provider (hereinafter the **Contractor**) for the purpose of the provision of the professional service (hereinafter the **Service**).

The Contractor is the partnership based on the contractual relationship between a managing partner (hereinafter **Xolo**) and an individual professional (hereinafter the **Professional**). The Contractor is regulated by § 580 of the Estonian Law of Obligations Act. The Contractor is not a legal entity and does not have independent legal capacity. Considering that, Xolo (as the managing partner of the Contractor) and the Professional, who is represented by Xolo, enter into the Service Contract on behalf of and on the account of the Contractor.

These General Terms apply to the customer as natural person as well as legal person. If you are a natural person ordering the Service and using of the Service does not relate to your economic or professional activities, then you are deemed to be a consumer in the meaning of applicable consumer laws. Please note that the terms set forth herein may vary depending on whether you are ordering the Service as legal person or consumer. For the avoidance of doubt any rights and obligations expressly stipulated for consumers, will apply to you only if you are a natural person and not acting in the economic or professional activities. You may not rely on the consumer provisions if you are ordering the Service as legal person or also as a natural person, who is acting in the economic or professional activities.

You and the Contractor are jointly referred in the General Terms as the **Parties** and either separately as a **Party**.

The Service Contract consists of the following integral parts:

- General Terms;
- the project(s) which specify the terms of the Service to be provided to you as specified in clause 1.1 and accepted by you as specified in clause 1.3 (hereinafter the **Project**);
- any modifications to the above-said documents that may be made from time to time in accordance with the terms of the General Terms.

1. ORDERING THE SERVICE AND ENTERING INTO THE SERVICE CONTRACT

- 1.1. The nature and scope of each Service (incl. type and terms of delivery of the Service, Service Fee, terms of payment and, if applicable, the number of hours to be worked, the hourly rate charged and other applicable terms) that you order will be stipulated in the Project formalized as stipulated herein. You and the Professional shall agree the terms of the Project before provision of the Service. To become binding to you, you must accept the Project (or Invoice) as stipulated in clause 1.3.
- 1.2. Xolo may restrict or limit the nature, scope, extent and other matters relating to the Service by publishing such restrictions on its website (hereinafter the **Platform**).
- 1.3. After you and the Professional have agreed the content of the Project, Xolo on behalf of the Contractor shall send a pre-filled Project for your review and acceptance via the Platform. You shall accept the Project and these General Terms applicable to the provision of the Service by clicking the corresponding checkbox on the Platform. If there is no separate Project formalized, the data of the Project may also be included in the draft of the invoice issued for the Service according to clause 7.1 below (hereinafter **Invoice**). In such case you must accept the Invoice and these General Terms applicable to the provision of the Service by clicking the corresponding checkbox on the Platform.

- 1.4. Prior accepting these General Terms (whether together with the Project or Invoice), Xolo enables you to download and save these General Terms in a format which can be reproduced. To download these General Terms, you are required to click on a link “General Terms for the Service Contract” provided in the Project or Invoice, thereafter you will be directed to the Platform where the terms can be download by clicking on “Download in PDF”. The General Terms valid at the entry date may not remain available to you if you do not download the terms from the Platform. For avoidance of doubt, the General Terms are provided as-is by the Contractor and cannot be negotiated. **If you do not agree with any of the clauses of the General Terms or the Project, you should not accept them.**
- 1.5. The Service Contract shall be deemed concluded, the terms of the Service agreed, and the Service Contract becomes binding to the Contractor if the following conditions are met:
 - 1.5.1. you and the Professional have agreed on the terms of the Project as specified in clause 1.1; and
 - 1.5.2. the terms of the Project (or Invoice) are reviewed and accepted by you as specified clause 1.3; and
 - 1.5.3. together with the Project (or Invoice) you have accepted these General Terms as specified clause 1.3.
- 1.6. If all the conditions named in clause 1.5 are not met, the Service Contract shall not be deemed concluded on behalf of the Contractor and the Professional shall be solely liable for execution of an agreement that you and the Professional have achieved otherwise. In this case the Service cannot be provided, and the Invoice cannot be issued by the Contractor.
- 1.7. Xolo can refuse accepting the Project or later terminate the ongoing Project and/or Service Contract based on its internal guidelines, including anti-money laundering, terrorism prevention and other rules. Xolo is not obligated to provide an explanation for any refusals or terminations.

2. PROVIDER OF THE SERVICE

- 2.1. The Service shall be provided by the Professional on behalf of the Contractor.
- 2.2. The Professional has confirmed to Xolo that he/she is able to fulfil the rights and obligations of the Service Contract and he/she has all necessary professional skills and resources to provide the Service to you.
- 2.3. You are encouraged to perform a background research of the Professional, and verify that the Professional has all necessary professional skills and resources presumed while providing the Service. You also should verify and ensure that the Professional has all valid authorisations, licenses, approvals and permits from any state, local or other authority for lawfulness of his/her activities required under any jurisdiction to provide the Service to you. You acknowledge, agree, and understand that you are responsible for assessing whether to enter into a Service Contract and for verifying any information/documents about the Professional. Xolo does not issue any recommendations or warranties to you related to the Professional, information and/or documents that the Professional submits in relation to the Service.
- 2.4. Before the provision of the Service, you may require the Professional to obtain personal insurance, which covers the damages and consequences that may arise related to the provision of the Service, and/or fulfilment of the obligations and rights related to the Project and/or the Service Contract. In this case the insurance requirement shall be specified via email in the Project and the Professional shall obtain insurance before starting to provide the Service. Regarding the insurance, the Project shall have to specify: a) the applicable minimal value of the insurance policy, b) maximum personal liability of the Professional under the insurance policy, c) the right of damaged persons (Xolo, you or any other) to claim damages directly from the insurer, and d) the extended term for submission of possible damage claims of 5 years from the end of the insurance policy.
- 2.5. During provision of the Service, you may provide to the Professional your confidential information and/or your end-users' personal data. To protect such confidential information and/or personal data of your end-users, you and the Professional may respectively conclude a separate

non-disclosure agreement (hereinafter the **NDA**) or a separate data processing agreement (hereinafter the **DPA**) as stipulated in the EU General Data Protection Regulation no 2016/679. The Contractor and Xolo will not be a party of such separate agreements and these will not be a part of the Service Contract.

- 2.6. **For avoidance of doubt, any action or agreement can be bound to the Contractor and Xolo only if it is in accordance with the Service Contract. Otherwise, it will be regarded that such action or agreement is binding solely for the Professional as a separate person, who will be personally responsible for the fulfilment of the obligations and liabilities resulting from it.**

3. SERVICE CONTRACT AND PROVISION OF THE SERVICE

- 3.1. The Professional shall do all reasonably possible to achieve a result in providing the Service (incl. bears the responsibility for adequate quality, security, protection, backup and all other relevant aspects).
- 3.2. The role of Xolo is to provide management, representation and administrative support to the Professional so that the Professional can focus on the provision of the Service. Xolo does not, in any way, supervise, direct, control, or evaluate the Professional upon provision of the Service.
- 3.3. The relationship between you and the Contractor (incl. Xolo and the Professional both acting on behalf of the Contractor) shall always be that of independent contractors.
- 3.4. The Contractor may require instructions or documents from you regarding provision of the Service as well as documents and explanations to establish that you and/or provision of the Service does not facilitate money laundering or terrorist financing activities, and you are obliged to cooperate with the Contractor and provide requested instructions, documents and explanations. The Contractor has the right to suspend the fulfilment of the Service Contract or terminate the Service Contract without prior notice, if you fail to provide necessary instructions or documents.
- 3.5. The specific methods for provision of the Service are decided by the Contractor and you cannot require the fulfilment of detailed instructions. The Contractor may adhere and follow your instructions as far as these are legal, based on the Service Contract, do not constitute a conflict of interest, and do not lead to the qualification of such relationship between you and the Professional as employment. You are obligated to ensure that the provision of the Service will not constitute an employment relationship between you and the Professional.
- 3.6. You shall inform Xolo about any important problems arising during the provision of the Service.

4. COMMUNICATION OF THE PARTIES

- 4.1. The Parties agree to communicate and share information and documents (incl. any invoice, notice or other communication) in connection with the Service Contract electronically over the Platform or via email. You undertake to ensure, always, that your contact email address notified to the Contractor is valid and in working order.
- 4.2. The Parties have agreed that any notice sent to your email address, shall be deemed to be received by you after 3 calendar days have passed from sending such notice.

5. DELIVERING AND ACCEPTING THE SERVICE

- 5.1. The Professional shall deliver the Service to you according to the details of the agreed Project.
- 5.2. If you are ordering the Service as legal person, then you are obligated to examine the Service immediately upon receipt. If you have no complaints (hereinafter the **Objections**), the Service is deemed to have been accepted from the day the Service was delivered to you. The Service is also deemed to have been accepted by you if you fail, without any legal basis, to accept the Service.

- 5.3. The Objections have to be filed to the Contractor (incl. Xolo and the Professional) at the latest within 3 working days of the delivery of the Service. In case you file reasonable Objections by due date, the Professional shall make relevant improvements for repairing the deficiencies within a reasonable time.
- 5.4. By not submitting Objections or by making a payment of the Service Fee whichever happens earlier, you confirm that you do not have neither Objections nor claims against any person arising from the Service Contract. This does not apply if you have Objections related to the Service which has been subject to prepayment schedule. In the latter case, all your claims expire at the latest within 3 working days of the delivery of the Service. The term for submitting the claims will not be applied to the consumers.
- 5.5. While ordering a Service as a consumer, upon non-compliance of the Service with the agreed terms you are entitled in addition to the Objections, to use any other legal remedies provided by the law (such as reduce the Service Fee, demand the rectification of deficiencies, etc.).

6. SERVICE FEE

- 6.1. You shall pay the Contractor a fee (hereinafter the **Service Fee**) for performing the Service according to the principles agreed in the Project and in accordance with issued Invoice. The Service Fee may rely upon the time-based fee (hourly fee), fixed amount (flat fee) or other fee schedules.
- 6.2. Any amounts (incl. taxes), which the Contractor is required to collect, pay or withhold related to the Service Contract and/or the provision of the Service shall be added to the Service Fee, unless otherwise agreed in the Project.
- 6.3. Any additional third-party claims related to the performed Service and submitted against the Contractor and/or Xolo after the delivery of the Service, payment of the Service Fee and/or the termination of the Service Contract shall be collected from you.

7. PAYMENT OF THE SERVICE FEE

- 7.1. The Service Fee shall be paid based on one or several Invoices issued by Xolo. You shall pay the Service Fee to the bank account of Xolo within the term specified in the Invoice.
- 7.2. In case any Invoice is overdue, you shall pay a default interest of 0.1% of the outstanding sum of the Invoice in question per each day delayed, unless you are a consumer, in which case default interest of 0,066% of the outstanding sum of the Invoice in question per each day delayed will be applied you. You are also obliged to cover all additional costs (incl. legal assistance expenses) incurred by the Contractor or third parties related to the collection of the overdue amounts. In addition, the Contractor has the right to suspend the provision of the Service during the period you are in delay with any payment according to the Service Contract up to the receipt of the payment.
- 7.3. If the Service Contract has been terminated or the fulfilment of the Service Contract has been suspended, you shall remunerate the Contractor for the Service provided until termination or suspension of the Service.

8. INTELLECTUAL PROPERTY

- 8.1. The intellectual property created as a result of or in the course of the provision of the Service (hereinafter the **Intellectual Property**) may be divided between the Parties threefold:
 - 8.1.1. if not otherwise explicitly agreed in the Project (as stipulated in sections 8.1.2 or 8.1.3), the Intellectual Property shall remain in full with the Professional; or
 - 8.1.2. if explicitly agreed in the Project, the Intellectual Property shall be assigned and transferred from the Professional to you, to the fullest extent permitted under law for an unlimited period. In this case all the proprietary rights related to the results created under

the Project shall be deemed to be transferred to you as of the moment of receipt of the full payment for the respective Project. Simultaneously with the transfer of the proprietary rights, the Professional shall grant you irrevocable, perpetual and non-conditional exclusive right to use all moral rights related to the results (exclusive global license) created during the performance of the Project, for an unlimited time allowing you to grant sublicenses at your own discretion, and make whatever changes or supplements in the results under your own name or under pseudonym. In this case the Professional shall not retain a right to use the results created during the performance of the Project him-/herself; or

- 8.1.3. if explicitly agreed in the Project, the Professional shall retain the Intellectual Property to him-/herself, thus providing you with a non-exclusive and non-transferable license allowing you to use the Intellectual Property. In this case and unless otherwise agreed, you will not be allowed to make whatever changes or supplements in the results, sub-license the results or present the results under your own name or under pseudonym. In this case the Professional shall retain the right to use the results created during the performance of the Project himself, as well as to provide third parties with any rights to use these results.
- 8.2. It is the sole liability of the Professional to confirm that the Service (incl. any development, use, production, distribution or exploitation thereof) will not infringe, misappropriate or violate any intellectual property or other rights of any party.
- 8.3. The Professional does not receive any separate fee for the rights transferred and/or licenses granted herein.
- 8.4. In the event you are interested in regulating the rights related with the Intellectual Property differently as defined in clause 8.1.1, then it is your sole responsibility to make sure that the Project or in its absence, the Invoice includes a regulation on Intellectual Property either in accordance to the clause 8.1.2 or 8.1.3.

9. OTHER RIGHTS AND OBLIGATIONS

- 9.1. The Contractor may delegate its rights and obligations under the Service Contract to third parties.
- 9.2. During the term of the Service Contract, you and the Contractor jointly and severally undertake to act in the performance of the Service Contract, primarily in each other's economic interests and undertake to: (i) notify the other Party of all material circumstances related to the contractual relationship towards which the other Party has a justified interest; and (ii) notify the other Party during the validity period of the Service Contract of the changing of one's contact data.
- 9.3. You are obliged to: (i) inform Xolo, if the Professional should not be able to fulfil his/her obligations or his/her activities may trigger any claim; (ii) inform Xolo of the country where the Professional provides the Service; (iii) not assign, transfer or in any other way dispose the rights and obligations arising from the Service Contract to a third party without the prior written consent of Xolo; (iv) inform Xolo if you and the Professional are related parties (persons are deemed to be related if they have common economic and/or personal interests) (v) maintain documents and information related to the Service during the validity period of the Service Contract and within 10 years as of the termination of the Service Contract; (vi) ensure that the cooperation between the Professional and you is never regarded to be an employment relationship, and cover all costs and liabilities (incl. occupational health and safety) related to the misclassification.

10. LIABILITY

- 10.1. The liability of the Contractor (incl. Xolo and the Professional) under the Service Contract will be limited to the maximum extent permitted by law. The Contractor is not liable for the loss of profit, indirect loss and non-patrimonial damage, incl. any indirect or consequential damages. The total liability of the Contractor for any kind of damages under the Service Contract is in any case

limited to 20% of the payment amount to the Contractor under the Project (with the exclusion of any taxes and coverage of costs, if applicable) in connection with which the damage in question has occurred, but not more than EUR 1,000. The limitation is not applied in case of deliberate or gross negligent breaches of the Service Contract. For avoidance of doubt, this limit applies also to the possible breach of Intellectual Property obligations by the Professional.

- 10.2. The limitation period for submitting and enforcement of any claims against the Contractor (the limitation period) is 6 months, which must be calculated from the time of breach.
- 10.3. For the avoidance of doubt, if you and the Professional have agreed to enter into separate NDA and/or DPA as stipulated in clause 2.5 , neither the Contractor nor Xolo shall be responsible for the fulfilment and any breaches of the NDA and/or DPA.
- 10.4. You indemnify the Contractor and any persons related to it against any costs, claims and other expenses incurred as a result of the breach of the Service Contract, or any provisions of the applicable laws by or for or on your behalf.
- 10.5. The Contractor is not liable for the actions of any third party or for the negative consequences resulting from the absence of necessary clarifications, or the incorrectness of information/documents received from you.
- 10.6. You are obligated to submit damage claims to the Professional. Upon failure to satisfy the claim with the Professional, you can claim for damages from Xolo.
- 10.7. Non-performance or improper performance of contractual obligations shall not be considered a breach of the Service Contract if it was caused by circumstances beyond the control of the Parties (hereinafter the **Force Majeure**). If the impediment is temporary, the breach of obligation is excusable only for the time when the obligation was obstructed. A Party whose activities in the performance of its contractual obligations are prevented by unforeseeable circumstances shall immediately notify the other Party of that and of the means applied to minimize the consequences.

11. REPRESENTATIONS AND WARRANTIES

- 11.1. Each Party to the Service Contract respectively represents and warrants to the other Party that: (i) the Party has legal right and competence to enter into and execute the Service Contract; (ii) no voluntary or compulsory liquidation proceedings or insolvency or bankruptcy proceedings have been initiated, threatened or warned on the Party.
- 11.2. You represent and warrant to the Contractor the following: (i) you have active legal capacity, and you are acting on your own name and account; (ii) you have reviewed the Service Contract and understand the content of it; (iii) you are convinced that the Professional is able to provide the Service according to your request and needs; (iv) you are aware of all aspects which are relevant related to the provision of Service through the Contactor as a contractual partnership, incl. applicable obligations, liabilities and risks.

12. TERMINATION OF THE SERVICE CONTRACT

- 12.1. The Service Contract is entered into for an unspecified term, unless otherwise stipulated in the Project.
- 12.2. The Service Contract can be terminated by either Party at any time by providing at least 30 days prior written notice to the other Party.
- 12.3. The Service Contract shall be deemed to be terminated automatically when the contractual partnership between the Professional and Xolo is terminated or liquidated.
- 12.4. Any of the Parties may terminate the Service Contract extraordinarily if the other Party has materially violated the Service Contract and has not remedied the violation within 10 days after being notified of that by the other Party. Additionally, the Contractor shall be entitled to terminate the Service Contract extraordinarily at any time in the following cases: (i) in case of significant deterioration or danger of a significant deterioration of your financial situation which can affect

your ability to fulfil the Service Contract, (ii) in the case of initiation, threatening or warning of your liquidation, insolvency or bankruptcy proceedings, (iii) due to requirements and restrictions of third party service providers (banks, other financial institutions, debit card service providers) and/or the applicable laws, (iv) due to any other circumstances which forbid or restrict the activity of the Contractor; or (v) in other cases explicitly specified in the Service Contract. In such cases, the Contractor, Xolo and the Professional shall not bear any responsibility towards you that may arise due to or in connection with such termination by the Contractor.

- 12.5. Xolo is not obliged to maintain any information or documents related to the Service Contract after the termination of the Service Contract.
- 12.6. All provisions of the Service Contract that in accordance with the context are meant to survive the termination of the Service Contract, shall continue to apply to you until all legal and/or financial issues between the Parties are settled, or until it is reasonable.

13. CONSUMER'S RIGHT OF WITHDRAWAL

- 13.1. Depending on the content of the Service, you as the consumer may have the 14-day right of withdrawal from the Service Contract. The term for withdrawal shall commence as of the entry date into the Service Contract. To withdraw from the Service Contract, you are required to submit a written withdrawal application to the Contractor. Application may be sent to Professional's or Xolo's e-mail. Withdrawal application is considered valid if the Contractor receives it within fourteen (14) days from the entry date of the Service Contract.
- 13.2. The right of withdrawal stipulated in clause 13.1 shall not apply to Service Contract the object of which is:
 - 13.2.1. the provision of Service, if the contractual obligations of the Contractor are fully met and the provision of the Service or other performance has begun with your express prior consent and acknowledgement that you will lose the right to withdraw upon performance of the contract by the Contractor;
 - 13.2.2. expressly stated in the article 47 (3) of the Estonian Law of Obligation Act.
- 13.3. In the event the 14-day right of withdrawal is applicable, but you wish that the Professional starts the provision of Service during the withdrawal period, then you must expressly state that you do not want to wait until the end of withdrawal period. If the Professional have started the provision of Service prior the expiration of the withdrawal period upon your express request and you still decide to use your right of withdrawal, then you undertake to reimburse any costs incurred in providing the Service.
- 13.4. For the avoidance of doubt, the rights and obligations specified in this clause 13 shall apply to you only if you are considered as consumer.

14. DATA PROTECTION

- 14.1. If you are considered as a consumer, the Professional and Xolo, who are both acting on behalf of the Contractor, undertake to process your personal data in accordance with this clause 14 and the data protection legislation, including but not limited to the General Data Protection Regulation (EU) 2016/679 and other data protection related acts.
- 14.2. When processing your personal data, both the Professional and Xolo are jointly together determining the purposes and means of processing in the name of the Contractor and are thus considered as joint controllers in the meaning of the General Data Protection Regulation. The Professional and Xolo collaborate in joint processing activities related to the below mentioned purposes.
- 14.3. The Professional and Xolo collect personal data about you as a consumer which is strictly necessary for the provision of the Service, including but not limited to, the following personal data: full name (surname and given name), personal identification code, date of birth, residency, contact postal address, e-mail address, mobile phone number, data concerning payments for the

- Service, such as account number (IBAN), account holder name, bank name, transaction details, content of the ordered Services. Personal data processed under this Service Contract is collected directly from you or from third party sources (i.e. for conducting AML checks).
- 14.4. The Professional and Xolo, acting on behalf of the Contractor, are processing the personal data for the purposes established in the law or as described herein, including but limited for the following purposes: in order to enter into this Service Contract and to provide the Service, to issue an invoice for the Service, to perform obligations under applicable laws, to contact you for administrative purposes such as address technical or legal issues related to the Service provided, or share updates and notifications about the Service. The Professional and Xolo shall not use your personal data for any other purpose incompatible with the purposes outlined above or required, permitted or authorized by law.
 - 14.5. You are not subject to statutory obligation which obligates you to provide personal data described herein to the Professional or Xolo. The collection of certain personal data referred herein may be required under the law and/or inevitably necessary for the provision of the Service to you.
 - 14.6. Your personal data is processed on the following legal grounds: processing is necessary for the performance or entry into this Service Contract (GDPR article 6 (1)-b); processing is necessary for compliance with a legal obligation to which the Professional and Xolo are on behalf of the Contractor subject to (GDPR article 6 (1)-c).
 - 14.7. For the purposes of processing listed in the clause 14.4 above, access to the personal data that you provide may be given to: each other, outsourced service providers and advisors engaged by the Professional and/or by Xolo to carry out activities related with the provision of the Service or for ensuring the performance of the Service Contract, public authorities.
 - 14.8. The Professional and Xolo undertake to ensure that the data recipients protect the confidentiality and security of personal data, and to ensure that personal data is processed only for the provision of the Service and in compliance with applicable law.
 - 14.9. The third parties, to whom the Professional and/or Xolo may transfer the personal data, may be located in countries outside of the European Economic Area ("EEA") whose privacy regulations may differ, and which are not subject to adequacy decisions of the European Commission. In those countries the security of the personal data (inc. protection against misuse, unauthorized access, disclosure, alteration or destruction) may not be ensured as it is secured in the European Union, due to the lack of adequate data protection level. When transferring collected personal data outside of the EEA, Xolo and the Professional shall ensure the application of the appropriate safeguards.
 - 14.10. The Professional as well as Xolo will take appropriate legal, organisational, and technical measures to protect personal data consistent with applicable privacy and data security laws. Security measures shall be applied in order to protect personal data from involuntary or unauthorized processing, disclosure or destruction.
 - 14.11. The Professional as well as Xolo warrant that upon transferring personal data to third parties (except for public authorities), the following safeguards are applied: entry into a data processing agreement with the relevant third party; ensure that such third party undertakes to implement appropriate technical and organizational measures ensuring the processing in accordance with this these terms and applicable law.
 - 14.12. Your personal data will be retained for the period required or permitted by applicable law, but no longer than it is reasonably necessary in order to achieve the purposes for which the personal data was collected.
 - 14.13. You have the following rights in relation to the processing of your personal data: to ask a copy of your personal data, to rectify personal data in case the data is incorrect or incomplete, to ask erasure of the personal data on certain terms, to restrict the processing of your personal data, the right to exercise data portability, to object to processing and the right to file complaints regarding processing of your personal data.
 - 14.14. In order to exercise any rights referred herein, you are required to submit a written application to the Professional. The Professional is responsible for replying to your request in due time. If the

Professional will not answer to your request, you may also submit a request to Xolo. The Professional warrants that it has implemented all necessary procedures and means to reply your requests.

- 14.15. When processing your personal data, the Professional and Xolo undertake to fulfil all the obligations set forth in the General Data Protection Regulation, incl ensure the confidentiality of the personal data.
- 14.16. The Professional and Xolo are fully liable for any unlawful processing as provided by applicable data protection laws. The Professional's and Xolo's liability shall be limited to its own processing operations. For avoidance of doubt, Xolo shall not be liable for any damages caused by the Professional processing operations.

15. GOVERNING LAW AND DISPUTES

- 15.1. The Service Contract is governed by the laws of the Republic of Estonia.
- 15.2. You are obliged to provide during the validity period of the Service Contract and after the termination of the Service Contract any documents and/or information which may be needed for the Contractor to solve any disputes which are related or arise related to the Service Contract.
- 15.3. Any dispute, controversy or claim arising out of or relating to the Service Contract, or the breach, termination or validity thereof will be settled by Harju County Court, the Republic of Estonia as the court of first instance. If you are a consumer, alternatively, you are entitled to turn to any other competent office established for the purpose of resolving consumer disputes (including the European Online Dispute Resolution platform, which may be used for out-of-court settlement of disputes: <http://ec.europa.eu/odr>).

16. OTHER TERMS

- 16.1. The Service Contract is the entire contract between the Parties, and it supersedes all prior negotiations and agreements with respect to the subject matter hereof. No modification or amendment shall be effect unless it is in writing and signed by all Parties, unless otherwise stipulated in the General Terms.
- 16.2. The Contractor has the right to change the General Terms from time to time by providing 30 days prior notice to you. Relevant notice will be sent to your email address. You must notify immediately the Contractor if the revised General Terms are not acceptable to you and initiate the termination process of the Service Contract. The revised General Terms will become effective 30 days after the Contractor has sent an email to your email address. If you have not started the termination process of the Service Contract by that date, the revised General Terms are regarded to be accepted by you. The foregoing Service Contract amendment regulation shall not apply if the amendment is required due to the change in the applicable laws, or other regulations that have influence on the Service Contract and/or the Contractor or if it is required by any decree, regulation or restriction of any state authority. In such case the amendment shall enter into force immediately upon provision of corresponding notice to you, whereas in this case you shall not be allowed to terminate the Service Contract.
- 16.3. If one or more of the foregoing provisions are or become invalid, the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a valid one, which achieves to the extent possible the purpose and the commercial goal of the invalid provision.
- 16.4. In case of a conflict between the contents of the General Terms and the Project (or if as specified in clause 1.5 the Project is not formalized, the Invoice), the content of the Project/Invoice shall prevail provided that the General Terms expressly grant the Parties a right to agree otherwise (i.e. any agreements on the ownership or use of the intellectual property rights created in the course of Service Contract) or the terms established in the Project regulate an area which is not regulated with the General Terms (e.g. the Parties agree that the Service is covered by the

warranty). If the above-mentioned conditions are not met, the General Terms shall prevail the content of the Project/Invoice.

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