

INTERNSHIP AGREEMENT

This internship agreement (the “**Agreement**”) is entered into between

- (1) [*], registry code: [*], address [*], e-mail address [*] (the “**Company**”) and
- (2) [*], personal identification code/date of birth: [*], address [*], e-mail address [*] (the “**You**”) (collectively the “**Parties**” and individually a “**Party**”).

This Agreement comprises the Outlined Terms in Section 1, the Detailed Terms in Section 2.

1. OUTLINED TERMS

1.1. Your title and reporting	<p>You are joining the Company as a paid intern. Your overall duties are laid down in the internship plan shared with you at latest at the start date of Internship.</p> <p>You shall report to [*] (“Company’s Representative”).</p>
1.2. Start date of the Internship	You will start internship from [*]
1.3. Termination date	<p>The internship is limited and will terminate without notice on [*].</p> <p>During the internship period, internship period may be terminated by the Parties with [*] days’ notice.</p>
1.4. Place of work	Your normal place of internship is at the Company’s place of business in [*] or remotely.
1.5. Working time	Your expected working hours during the internship is [*] hours per week. The beginning and the end of working hours as well as the pauses therein shall be established in the Internal Work Procedure Rules or by way of Company’s orders or in the internship plan.
1.6. Fee	<p>Your basic internship fee will be [*] (“Salary”) which shall be paid</p> <ul style="list-style-type: none"> • [*] <p>Bank details: [*]</p>
1.7. Work equipment	The Company [*] provide you with a laptop and other means necessary to carry out your internship and tasks.
1.8. Expenses	You will be reimbursed for all reasonable travel and other expenses agreed beforehand and incurred in the performance of your duties upon production of valid receipts and submission of properly completed expense reports. You must always comply with the Company’s current policies on expenses. Any credit card supplied to You by the Company shall be used only for expenses incurred in the performance of your duties.
1.9. IP, Confidentiality, Non-Competition and Non-Solicitation	
Intellectual Property	To be assigned or licensed to the Company as provided in Section 2.9.
Confidentiality	You are subject to confidentiality obligations both during and after the termination of this Agreement. The penalty for the breach of this clause shall be equivalent to 6 months’ salary as stated in clause 1.6 of the Agreement per breach.

2. DETAILED TERMS

2.1. Definitions

In this Agreement the following capitalized terms shall have the following meanings:

"Group Company"	the Company and any of its subsidiaries or parent undertakings and any affiliated company from time to time. Affiliated company in this contract means a legal person who directly or indirectly is controlled by or is subject to the same controls as [*].
"Rules of Working Order"	rules for the local organisation of the work (internal work procedure rules) as well as any other rules, regulations, policies and procedures etc. established by the Company and/or applicable to all Group Companies.

2.2. General terms and nature of the work

- 2.2.1. More detailed description of Your internship tasks, procedure of giving orders by the Company and the working relations in the Company shall be specified in Your Internship plan.
- 2.2.2. You shall be subject to the management and control of the Company.
- 2.2.3. You shall immediately notify the Company of an impediment to perform the tasks or threat thereof and, if possible, eliminate such impediment or threat without a special instruction.

2.3. Internal rules

- 2.3.1. You shall thoroughly examine and comply with the Company's internal rules of work organization, including (but not limited to) any Rules of Working Order, Company's rules for the use of IT systems and equipment; Company's privacy notice; Company's security policy, Company's code of ethics and business conduct and Company's instructions for remote working that may be amended from time to time by the Company.
- 2.3.2. In addition, You shall also follow any custom and practices applied in the Company, if such custom or practices are not in contradiction with this Agreement or the Company's internal rules of work organization.
- 2.3.3. You are aware that the Company is entitled to make amendments to the Company's internal rules of work organization or establish new rules in case there is a change in the Company's needs, the restructuring of the Company's work and/or changes in the duties and tasks of the employees. The Company shall notify You of any such amendments or new rules together with the time when any of the foregoing enter into force and shall, if necessary, introduce the respective amendments or new rules to You.

2.4. Working time

- 2.4.1. You will perform your internship tasks in the Company either full time or part time as set out in the Outlined Terms.
- 2.4.2. The beginning and the end of working hours as well as the pauses therein shall be established in the Rules of Working Order.

2.5. Work equipment and system protection

- 2.5.1. You hereby confirm that upon using Company's property you will comply with the Company's internal rules of work organization, including (but not limited to) the Company's rules for the use of IT systems and equipment and Company's security policy.
- 2.5.2. You are allowed to use the email provided to You only for the purposes of performing Your duties under this Agreement. You hereby acknowledge and agree, that the Company has the right to access, read, use, dispose of and process the correspondence of the e-mail address provided to You by the Company at any time at its own discretion.
- 2.5.3. Upon termination of the Agreement, any further use of the Company's equipment is not permitted, and the Company has the right to terminate any access provided to You.
- 2.5.4. You are obliged to protect the information you have access to and any systems You encounter. If You spot a security breach, You are obliged to immediately inform both Your direct supervisor and the risk management team.
- 2.5.5. You are obliged to cooperate in any disciplinary investigation and/or audit related to Your work or any incident You have encountered during the performance of Your duties, should there be one.

2.6. Data protection

- 2.6.1. For the purposes of ensuring the performance of this Agreement, the Company processes certain personal data about You ("**Personal Data**"). Above all, such Personal Data mainly includes Your name, e-mail, personal identification code, address, bank account details and other data which You have submitted to the Company.
- 2.6.2. The Company uses such Personal Data only for the purposes and to the extent that is necessary for the purposes of executing this Agreement. The Company does not disclose Personal Data to any third parties, unless it is necessary for the purposes of executing this Agreement and/or the obligation of the Company to disclose arises from applicable law and/or if You have explicitly consented to such disclosure.
- 2.6.3. You shall have all rights provided to You pursuant to applicable data protection regulations. In case of any questions or queries concerning the processing of Personal Data by the Company, please contact the Company on the contact details provided above.

2.7. Termination

- 2.7.1. On termination of your internship, You must immediately return to the Company all correspondence, documents, papers, memoranda, notes, records such as may be contained in magnetic media or other forms of computer storage, videos, tapes (whether or not produced by You) and any copies thereof, charge and credit cards and all other property belonging to the Company which may be in your possession or under your control.
- 2.7.2. After the termination of the Agreement You shall not represent Yourself as connected with the Company in any capacity, other than as a former employee or (if that is the case) shareholder, or use any registered business names associated with the Company.

2.8. Confidential information

- 2.8.1. The confidentiality obligation includes Your obligation not to, either during Your internship or at any time after its termination, directly or indirectly use or disclose to any person or enable any person to become aware of, any Confidential Information, except, in each case, if it is directly related to the proper performance of Your duties.
- 2.8.2. For the purposes of this Section 2.8, "Confidential Information" shall include, in respect of any Group Company, information concerning
- its finances and financial data;
 - its business transactions and dealings, including prospective business transactions and dealings;
 - its agreements and contracts;
 - its business plans, expansion and other plans and intentions, operational models, sales and marketing information, market and business opportunities and strategies, marketing surveys, research and development projects
 - names, addresses, contact details and other information about its customers or clients or potential customers or clients or suppliers or potential suppliers, licensors, licensees, agents, distributors and other contractors and the terms on which any of the aforementioned persons to business or cooperate with any Group Company;
 - its existing and planned products, services, price lists and pricing structures and models (including discounts, special prices or special contract terms offered to or agreed with customers);
 - its technology or methodology associated with concepts, products and services and the techniques and processes used for development of concepts, products and services, any other know-how, methods, processes, techniques and technical data;
 - its computer systems, source codes and software, including software and technical information necessary for the development, maintenance or operation of websites;
 - its current and prospective Intellectual Property Rights;
 - its directors, employees, consultants and advisors (including salaries, bonuses, incentive schemes, commissions and other terms on which such persons are employed or engaged);
 - its shareholders;
 - resolutions and contents of meetings of any of its governing bodies;
 - information concerning or provided to third parties, in respect of which a Group Company owes a duty of confidence.
- 2.8.3. Without prejudice to any other provisions, "Confidential Information" shall include also any other information relating to any Group Company that You receive in connection with the performance of Your duties (a) that is marked, or at the time of disclosure is otherwise designated, as being confidential or (b) that would be regarded as confidential or commercially sensitive by a reasonable business person, irrespective of whether it is marked confidential or identified or treated by the Group Company as being confidential.
- 2.8.4. "Confidential Information" shall not, however, include information that:
- is already in, or becomes available to the general public other than through Your unauthorised disclosure;
 - is, at the time of disclosure, already known to You without restriction on disclosure;
 - is explicitly approved for disclosure by the Company's Representative in a form reproducible in writing;
 - You are required to disclose by law or by any court order.
- 2.8.5. In case of doubt as to the confidentiality of certain information, such information is presumed to be Confidential Information for the purposes of this Section.
- 2.8.6. You shall use your best endeavours to protect the confidentiality of the Confidential Information and shall inform the Company's Representative immediately on becoming aware or suspecting that any third party may know or have used any of the Confidential Information.
- 2.8.7. You shall not make any public statement (whether written or oral) to media or otherwise relating to the affairs of the Company and shall not write any article for publication on the matter concerned with the business or other affairs of the Company without the prior consent of the Company's Representative.
- 2.8.8. During your internship and at any time after its termination You shall not do anything which might damage the Company's reputation. For that reason, You shall not do any act in any media whatsoever that might reasonably be expected to damage the business, interests or reputation of any Group Company. This includes making any direct or indirect references to any Group Company or any of its directors and employees that might reasonably be expected to damage their business, interests or reputation in any online blog, or on any social or professional networking site or social media site.

2.9. Intellectual property

- 2.9.1. In this Section 2.9, the terms "Intellectual Property" and "Intellectual Property Rights" mean any patent, supplementary protection certificate, utility model, trademark, industrial design, trade and business name, domain name, copyright and neighbouring rights and any right related or similar to the above (including both registered and unregistered Intellectual Property as well as any applications or rights to register the Intellectual Property), which may currently or in the future be located in any part of the world in any way connected with or applicable to any business or operation of the Company.
- 2.9.2. Intellectual Property Rights to any objects made or created by You during the validity of the Agreement (i) in the course of or in relation to performance of service agreements, employment agreements (ii) during working time or (iii) using tools, know-how or other tangible or intangible assets belonging to the Company shall be deemed assigned by You to the Company as of the creation thereof and shall belong to the Company along with all rights to objects of Intellectual Property on which protective measures or registrations as patents, utility models, industrial designs or otherwise are established after the termination of the Agreement. The above also applies in cases where You are a co-author or one of the joint authors of the Intellectual Property created by You or with Your help shall transfer to the Company.

- 2.9.3. If due to the requirements of the law the Intellectual Property Rights cannot belong to the Company and continue to belong to You pursuant to the law (e.g. the author's moral rights), You shall, as the moment of creating such objects, grant the Company the authorization to exercise the right in the maximum extent permitted by the law, specifically the authorization to exercise the right of integrity of the work (Estonian Copyright Act (hereinafter referred to as "CA") subsection 12 (1) clause 3), the right of additions to the work (CA subsection 12 (1) clause 4) and the right of disclosure of the work (CA subsection 12 (1) clause 6).
- 2.9.4. Without prejudice to the validity of the general rule provided in section 2.9.2, the Parties in order to avoid possible disputes, hereby separately agree that You will: (i) assign to the Company, as of the creation thereof, all of the author's economic rights to works in the meaning of the CA pursuant to the procedure stipulated in section 2.9.2, and (ii) grant the Company the authorization (license) to exercise the author's moral rights listed in section 2.9.2 and relating to the works that are the object of the aforementioned copyright, whereas the respective authorization (license) has been granted with the right to grant sub-authorizations (sublicenses) and shall remain valid until the expiry of the validity of the author's moral rights stipulated by law, and (iii) grant the Company, with regard to the inventions, industrial designs or other objects of Intellectual Property made or created pursuant to the provisions of section 2.9.2 above, the right to apply for the registration of a patent, utility model or industrial design or other registration of Intellectual Property and to become the fully entitled owner of the patent, utility model or industrial design or other Intellectual Property along with all of the rights arising from the above.
- 2.9.5. The Parties hereby agree that the fee for assigning the rights stipulated in sections 2.9.2 and 2.9.3 above to the Company has been included in the Salary to be paid to You pursuant to the Agreement and You have no right to claim any additional fees or royalty or license fee or other such remuneration, including (but not limited to) the author's remunerations and any payments on the account of earnings generated from the invention of the product.
- 2.9.6. The Parties hereby agree that if at any time (including after the expiry or termination of the Agreement) it is discovered that in order to enforce or ensure the validity of the transfer of the Intellectual Property Rights to the Company stipulated herein it is necessary to sign any additional document or perform any other formalities, You undertake to sign such documents and/or perform any other actions on the condition that this does not cause You to incur additional expenses or that the Company undertakes to compensate such expenses if such expenses are incurred.
- 2.9.7. The Company is entitled to exercise any Intellectual Property Rights assigned to the Company or licensed to the Company under the provisions stipulated herein at their sole discretion without any restrictions of time, territory, extent, ways of means or otherwise, whereas the Company also has the right to transfer such rights to any third party without separately requesting the respective consent from You. The Company does not have the right to exercise any Intellectual Property Rights assigned or licensed to the Company pursuant to the procedure stipulated herein, except only for the purposes of Your work assignments, unless agreed otherwise by the Parties.
- 2.9.8. The Company is entitled to change or supplement the Intellectual Property or Intellectual Property Rights (add works to collections of works or collective works, etc.) without the additional consent from You.
- 2.9.9. The right to register the inventions, trademarks and industrial designs or other Intellectual Property created by You in the course of performing one's duties, during working time or using the equipment of the Company shall belong to the Company. You shall grant the Company all the consents and powers that are necessary for registering such rights.
- 2.9.10. You undertake to create any inventions, works and other objects of Intellectual Property created in the course of work assignments personally and without infringing any rights of third parties. You undertake not to exercise their moral rights in conflict with the Company's interests, primarily to not prevent the Company from exercising the economic rights assigned to them or from exercising the authorisation (license) regarding moral rights.
- 2.9.11. You hereby grant Your consent to be part of a group of authors in the creation of objects of Intellectual Property in the course of performing work assignments. You have the right to refuse to participate in the work of the group of authors only for good reason, in which case the Your refusal shall not be considered as disciplinary violation.
- 2.9.12. The Parties agree that all principles established in this chapter with regard to the Intellectual Property Rights belonging and being transferred to the Company shall also retroactively apply to all objects of Intellectual Property created by You or with Your collaboration and transferred to the Company under any previous contract for services, authorization agreement and/or any other contract for the provision of services concluded between the Parties.
- 2.9.13. The termination of the Agreement on any grounds shall not affect the Company's ownership of the Intellectual Property Rights assigned to the Company or the validity of the authorizations and licenses granted to the Company pursuant to the provisions stipulated herein.

2.10. Contractual penalties

- 2.10.1. Each contractual penalty set forth in this Agreement operates as a measure for achieving the performance and not as a substitute for the performance of the Agreement. Therefore, the payment of any penalty set forth herein shall not release the breaching Party from the obligation to perform the relevant obligations.
- 2.10.2. A Party entitled to claim any contractual penalty under this Agreement loses such right only if it fails to notify the Party in breach of its intention to claim the penalty within six (6) months after the entitled Party becomes aware of the respective breach.
- 2.10.3. In case a Party breaches this Agreement, the non-breaching Party is entitled to claim, in addition to the contractual penalty, compensation for any damages (including direct patrimonial damage and loss of profit) caused by the breach to the extent not covered by the contractual penalty.
- 2.10.4. In case You breach this Agreement, the Company is entitled to claim, in addition to the contractual penalty, compensation for any damages (including direct patrimonial damage and loss of profit) caused by the breach to the extent not covered by the contractual penalty.

2.11. Entire agreement and amendment

- 2.11.1. This Agreement and the documents referred to or incorporated in it constitute the entire Agreement between the Parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, and arrangements of any nature whatsoever between the Parties in relation to the subject matter of this Agreement.
- 2.11.2. No amendment of this Agreement shall be valid unless it is in writing and signed by both Parties.

2.12. Conflicts between the terms

If there is a conflict between the Detailed Terms and the Outlined Terms, the Schedules or any other document incorporated by reference into the Agreement, then the conflict will be resolved by giving precedence to the different parts of the Agreement in the following order: (i) the Outlined Terms; (ii) any variations to the Detailed Terms as set out in the Outlined Terms; (iii) Schedules; (iv) any other document incorporated by reference; and (v) Detailed Terms.

2.13. Rules of interpretation

- 2.13.1. References to the word “include” or “including” (or any similar term) are not to be construed as implying any limitation and general words introduced by the word “other” (or any similar term) shall not be given a restrictive meaning because they are preceded or followed by words indicating a particular class of acts, matters or things.
- 2.13.2. References to “writing” or “written” include electronic form (as defined in Estonian law); and references to “form reproducible in writing” include facsimile and electronic mail (including pdf).
- 2.13.3. References to “persons” include private individuals, legal entities, unincorporated associations and partnerships and any other organisations, whether or not having separate legal personality.
- 2.13.4. Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof.
- 2.13.5. The section and paragraph headings used in this Agreement are inserted for ease of reference only and shall not affect construction.
- 2.13.6. In this Agreement, any reference to a Section or a Schedule means a reference to the relevant Section or Schedule of this Agreement.

2.14. Governing law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Estonia.

PARTIES’ SIGNATURES:

COMPANY:	Signature	You:	Signature
Representative: [*] Title: Board Member	/signed digitally/	[*]	/signed digitally/