

SERVICE AGREEMENT

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

- (1) [*], registry code: [*], address [*], e-mail address [*] (the “**Company**”) and
- (2) [*], personal identification code or registry code: [*], address [*], e-mail address [*] (“**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. Services	
1.1.1. You will undertake to provide the following services to the Company (Services) [*]	
1.1.2. If You are unable to provide the Services due to illness or injury You shall notify Company Representative as soon as reasonably practicable.	
1.1.3. You must comply with our policies notified to You from time-to-time.	
1.2. Term of the Agreement	
The Agreement shall, unless terminated earlier under Section “Termination”, continue until either Party gives to the other Party no less than [*] [*] written notice to terminate.	
1.3. Fees for the Services	
As compensation for the Services the Company shall pay You a fee of EUR [*] per [*] exclusive of VAT [*]. On the first working day of each month during the validity of the Agreement You shall submit to the Company an invoice which gives details of the time units You have provided Services, description of the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during the previous month. The Company shall pay each invoice submitted by You, within [*] days of receipt. You agree that no further remuneration or compensation other than that provided for in the Outlined Terms above is payable to You in connection with the provision of Services or termination of the Agreement.	
1.4. Termination	
The Company may at any time cancel the Agreement with immediate effect with no liability to make any further payment to You if You are in material breach of any of Your obligations under this Agreement.	
1.5. Other activities	
You may be engaged, employed, or concerned in any other business, trade, profession or other activity which does not place You in a conflict of interest with the Company. However, You may not be involved in any capacity with a business which does or could compete with the business of the Company without the prior written consent of the Company.	
1.6. Expenses	
[*]	
1.7. Other Clauses	
Status	You will be an independent contractor and nothing in the Agreement shall render You an employee, agent or partner of the Company and You shall not hold Yourself out as such.
Intellectual Property	To be transferred or licensed to the Company as provided in Section 2.7.
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 [*] [*]s' service fee as stated in clause 1.3 of the Agreement per breach.
Taxes	You shall pay all taxes as required by applicable laws in connection with your professional relationship with the Company.
Authority to bind the Company	You have no authority (and shall not hold Yourself out as having authority) to bind the Company unless the Parties have specifically permitted this in writing in advance.

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 [*].
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2.2. General terms and nature of providing the Services

- 2.2.1. Company will cooperate fully with You upon ordering services and upon the execution of the Services. More detailed description of Services ordered in each week, month and quarter and respective Company's procedure of giving tasks shall be specified [*]. Company enables You to access to all relevant information, resources, and platforms for the execution of the Services and give You all necessary guidelines and input for the execution of the Services.
- 2.2.2. Parties shall immediately notify each other of an impediment to perform the tasks or threat thereof and, if possible, eliminate such impediment or threat without a special instruction.
- 2.2.3. You shall provide the Services with all due care, skill and ability and will ensure that You have all necessary resources to provide the Services in timely manner. You should ensure that your professional level and qualification meet the Company's standards and needs at all times.
- 2.2.4. You shall thoroughly examine and comply with the Company's rules of work organization, whenever these are applicable to delivering of the Services, including (but not limited to) 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. 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

2.3. Equipment and system protection in case the access is provided

- 2.3.1. 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.
- 2.3.2. You are allowed to use the email provided to You only for the purposes of performing Your services 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.
- 2.3.3. Upon termination of the Agreement, any further use of the Company's equipment and access' right to any platforms or services are not permitted, and the Company has the right to terminate any access provided to You.
- 2.3.4. 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.
- 2.3.5. You are obliged to cooperate in any disciplinary investigation and/or audit related to the Services or any incident You have encountered during the providing the Services, should there be one.

2.4. Data protection

- 2.4.1. 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.
- 2.4.2. 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.
- 2.4.3. 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.

2.5. Termination

- 2.5.1. Any of the Company property in Your possession and any original or copy documents obtained by You while providing the Services shall be returned to the Company at any time on request and in any event on or before the termination of the Agreement. You shall also irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in Your possession or under Your control outside the premises of the Company.

2.6. Confidential information

- 2.6.1. You shall not use or disclose to any person either during or at any time after Your engagement by the Company any confidential information about the business or affairs of the Company or any of its business contacts, or about any other confidential matters which may come to Your knowledge while providing the Services. For the purposes of this Section 2.6, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Group Company or any of its business contacts.
- 2.6.2. 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 providing the Services (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.
- 2.6.3. "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.
- 2.6.4. 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.

- 2.6.5. 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.
- 2.6.6. During the term of the Agreement 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

2.7. Intellectual property

- 2.7.1. You hereby assign to the Company with full title guarantee all existing and future intellectual property rights (including patents, copyright and related rights) and inventions arising from the Services. You agree promptly to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this Section 2.7.
- 2.7.2. To the extent it is impossible as a matter of law to transfer the intellectual property rights specified above to the Company, You hereby grant to the Company, to the maximum extent possible under law, an exclusive, transferable, fully paid-up, world-wide and unlimited right (license) to use, exploit and exercise such intellectual property rights for the whole period of their validity.
- 2.7.3. You shall exercise Your rights in a way that does not hinder the Company in exercising the rights that have been transferred or licensed to it hereunder.
- 2.7.4. The provisions of this Section 2.7 have been considered upon agreeing Your remuneration and You shall not receive additional payment or remuneration for the assignment and license of rights hereunder.

2.8. Contractual penalties

- 2.8.1. 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.
- 2.8.2. 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.
- 2.8.3. 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.
- 2.8.4. 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.

2.9. Entire agreement, severability, no waiver

- 2.9.1. This Agreement constitute the full and entire understanding and agreement between the Parties regarding the subjects hereof and supersedes any agreement or understanding between the Parties prior to signing of this Agreement.
- 2.9.2. No amendment of this Agreement shall be valid unless it is in writing and signed by both Parties.
- 2.9.3. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions will remain in full force and effect and will not in any way be impaired. The Parties agree to replace the invalid or unenforceable provision by a valid or enforceable provision, which shall best reflect the Parties' original intention and shall to the maximum extent possible achieve the same economic result.

2.10. Rules of interpretation

- 2.10.1. If there is there is a conflict between the Detailed Terms and the Outlined Terms, then the Outlined Terms shall prevail.
- 2.10.2. 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.
- 2.10.3. 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).
- 2.10.4. References to "persons" include private individuals, legal entities, unincorporated associations and partnerships and any other organisations, whether or not having separate legal personality.
- 2.10.5. 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.
- 2.10.6. The section and paragraph headings used in this Agreement are inserted for ease of reference only and shall not affect construction.
- 2.10.7. In this Agreement, any reference to a Section or a Schedule means a reference to the relevant Section or Schedule of this Agreement.

2.11. Governing law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Estonia. Any disputes resulting from this Agreement will be resolved in the Harju County Court as the court of first instance.

PARTIES' SIGNATURES:

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