

MANAGEMENT BOARD MEMBER SERVICE AGREEMENT

This management board member service agreement (the “**Agreement**”) is dated [insert] and is between [Company's name], registry code: [insert], address [insert], e-mail address [insert] (the “**Company**”) and [management board member's name], personal identification code: [insert], address [insert], e-mail address [insert] (“**You**”) (each also a “**Party**” and together, the “**Parties**”). This Agreement comprises the Outlined Terms in Section **Error! Reference source not found.**, the Detailed Terms in Section **Error! Reference source not found.** and any Schedules attached to the Agreement.

1. OUTLINED TERMS

1.1	Position, commencement of duties, specific areas of responsibility
	You are appointed as the [member / chairman] of the Management Board (“ Position ”) from [insert] (the “ Effective Date ”).[OPTIONAL: Your specific areas of responsibility include [list the areas of responsibility] ¹ .]
1.2	General duties
	As from the Effective Date You must perform all duties relating to Your Position that arise from law, this Agreement, Articles of Association, the Shareholders’ Agreement (if existing), Corporate Resolutions and Internal Regulations. You must comply with instructions arising from Corporate Resolutions, subject always to Your duty of care (see Section 2.3).
1.3	Remuneration
	[OPTION 1: Your basic remuneration is EUR [insert] gross per month (“ Remuneration ”) which will be paid monthly no later than on the [insert] day of each month, or on the first working day following the month for which the Remuneration is accounted, by credit transfer into Your nominated bank.[OPTIONAL: In addition to the Remuneration, you are entitled to earn bonuses in accordance with the bonus scheme established by the Supervising Body (as defined below).][OPTION 2: You will not be paid any remuneration for the performance of Your duties ² .]
1.4	Office, support services and other benefits
	The Company will provide You working equipment necessary for performance of Your duties, including [add list of benefits and conditions of use, for example mobile phone, laptop, company car, other equipment] and will cover related fees, subject to following limits: [insert].
1.5	Expenses
	You will be reimbursed for all reasonable and necessary travel and other expenses 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 must be used only for expenses incurred in the performance of Your duties.
1.6	Holiday
	You are entitled to [insert] days of [paid / unpaid] holiday in each calendar year at time(s) agreed with the Company's Representative (as defined below). Your holiday expires at the end of the[OPTIONAL: calendar year immediately following the] calendar year for which the holiday is calculated. [OPTION 1: The Company will pay You monetary compensation for unused holidays[OPTIONAL: , but for not more than [insert] days]. The compensation per one day of

¹ NOTE TO DRAFT: Please note that in case there are several management board members to whom different areas of responsibility have been assigned, then it is recommended to refer to such specific area of responsibility (e.g. CFO, CTO, CEO, etc) and outline the main duties related thereto in addition to the usual duties of a management board member.

² NOTE TO DRAFT: Please note that if no remuneration is paid, the Board member is not entitled to statutory sick leave.

	holiday is calculated by dividing the Remuneration by 30³].[OPTION 2: The Company will not pay You monetary compensation for unused holidays.]
1.7 Reporting	[CHOOSE EITHER] [OPTION 1:] [You are accountable to Shareholders or, if a Supervisory Board is established, to the Supervisory Board (the “Supervising Body”).] [OPTION 2:] [You are accountable to the Supervisory Board (the “Supervising Body”).] For this Agreement, the “Company’s Representative” is [CHOOSE EITHER] [OPTION 1:] [the chairman of the Supervisory Board] [OPTION 2:] [a person appointed by Shareholders who as of the Effective Date is [insert name]]. You must report to the Supervising Body in accordance with the procedure in the Shareholders’ Agreement. If such procedure does not exist, You must submit to the Supervising Body monthly reports on the business and financial situation of the Company in the format approved by the Supervising Body.
1.8 IP, Confidentiality, Non-Competition and Non-Solicitation	1.8.1 <u>Intellectual Property</u>: To be assigned or licensed to the Company as provided in Section 2.13. 1.8.2 <u>Confidentiality</u>: You are subject to confidentiality obligation as provided in Section 2.12 both during and after the termination of this Agreement. The penalty for the breach of this clause by You is EUR [insert] per breach⁴. 1.8.3 <u>Other engagements</u>: During the term of the Agreement, You must devote all Your working time and attention to Your duties and may not, without the prior written notification to the Company’s Representative, engage in any other business or occupation if these would hinder the performance of Your duties under this Agreement. 1.8.4 <u>Non-competition and non-solicitation</u>: You are subject to non-competition and non-solicitation obligation as provided in Section 2.14 during the term of the Agreement[OPTIONAL: and for [insert period (maximum 12 months)] months after the termination of the Agreement.[OPTIONAL: For the non-competition and non-solicitation obligation after the termination of the Agreement the Company will pay You monthly compensation equal to [insert]% of the Remuneration⁵. Compensation will be paid monthly during the validity of the non-competition obligation by the same due date that is established for the payment of Remuneration.]] The penalty for the breach of this clause by You is EUR [insert]⁶ per breach. “Competing Business” is any business in the Territory which competes or proposes to compete with [insert description of the Company’s business].

³ NOTE TO DRAFT: Please note that the rules set forth under the law for calculating unused holiday compensation for employees do not apply to management board members and therefore the method of calculation has to be agreed upon, if parties agree upon payment of such compensation.

⁴ NOTE TO DRAFT: The amount of contractual penalty may be either a fixed sum or a multiple of the board member’s monthly remuneration. Note that when setting the amount of the contractual penalty, the possible damage arising from the breach to the company should be taken into account. Note that the board member may dispute the amount of contractual penalty in the court and the court may decrease the amount if it is unreasonably high. In case the contractual penalty is agreed in standard terms, any contractual penalty which is unreasonably high may be deemed void.

⁵ NOTE TO DRAFT: There is no obligation to pay a compensation to the management board member for the non-competition agreement.

⁶ NOTE TO DRAFT: The amount of contractual penalty may be either a fixed sum or a multiple of the board member’s monthly remuneration. Note that when setting the amount of the contractual penalty, the possible damage arising from the breach to the company should be taken into account. Note that the board member may dispute the amount of contractual penalty in the court and the court may decrease the amount if it is unreasonably high. In case the contractual penalty is agreed in standard terms, any contractual penalty which is unreasonably high may be deemed void.

“Territory” is [insert] or such other part of the world in which the Company carries on business or proposes to carry on business.

“Restricted Person” means any employee, member of the managerial or supervisory body, service provider or customer of the Company⁷.

1.9 Termination

The Agreement is for [OPTION 1: indefinite term][OPTION 2: a period of [insert] years.]

The Supervising Body has the right to recall You from Your Position at any time with or without any reasons[OPTIONAL:and without advance notice].

You may resign or request to be recalled from Your Position by giving at least [insert] months’ advance notice in writing.

This Agreement terminates automatically upon Your resignation or upon recalling You from the Position.

[OPTIONAL: If you resign from Your Position without giving a [insert] months’ advance notice in writing, you must pay contractual penalty of EUR [insert].]

[OPTIONAL:If you are recalled from Your Position and you are not qualified as Bad Leaver under the Shareholders’ Agreement, you are entitled to severance payment equal to [insert] months’ Remuneration⁸.]

2. DETAILED TERMS

2.1 Definitions

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

“Corporate Resolutions”	resolutions adopted by the Shareholders in accordance with Articles of Association and applicable laws and, if the Company has a Supervisory Board, resolutions adopted by the Supervisory Board in accordance with Articles of Association and applicable laws.
“Group Company”	the Company and any of its subsidiaries or parent undertakings from time to time.
“Internal Regulations”	rules, procedures, regulations, by-laws and other internal documents of the Company which apply to the Management Board.
“Management Board”	the management board of the Company.
“Shareholders”	the shareholders of the Company.
“Shareholders’ Agreement”	any shareholders’ agreement relating to the Company entered into between shareholders whose shares represent at least 75% of all shares of the Company.

⁷ NOTE TO DRAFT: This is a sample list, update as necessary.

⁸ NOTE TO DRAFT: Usually not used in early-stage companies but may be considered due to the specifics of Estonian law where the management board members do not have the same benefits as the employees (pension insurance payment). Therefore, in some cases the severance payment might be negotiated.

“Supervisory Board” the supervisory board of the Company.

2.2 Your general obligations

2.2.1 In performing Your obligations, You must:

- (a) perform all acts necessary for the management of the Company, adopt necessary management decisions and organise the daily business of the Company;
- (b) represent the Company according to the Articles of Association, Corporate Resolutions and Internal Regulations;
- (c) duly cooperate with other members of the Management Board and the Supervising Body;
- (d) take all actions on Your part to ensure that (a) all management decisions that are necessary or desirable for the daily business of the Company are adopted and executed in a timely manner and operatively and that (b) You and other members of the Management Board are fully informed of the daily business activities of the Company, the financial situation of the Company and other material events and circumstances that are important to the Company and its business.

2.3 Duty of care

2.3.1 You must perform Your obligations with due diligence and skill and care which a reasonable and experienced person in Your Position would exercise under the circumstances. In particular You must:

- (a) always act according to Your best professional knowledge, abilities and experience for the benefit and in the best interest of the Company and avoid conflicts of interest (loyalty obligation);
- (b) apply good and generally recognised management skills and diligence of a reputable entrepreneur for the maximum benefit of the Company;
- (c) be at all times duly informed of the daily business activities of the Company, the financial situation of the Company and other material events and circumstances that are important to the Company and its business and base Your actions and management decisions on such information;
- (d) evaluate the risks related to particular management decisions or actions and their alternatives, establish the feasibility of such decisions and actions and base respective management decisions and actions on the results of such evaluation;
- (e) comply with applicable laws and ensure that the Company complies with such laws;
- (f) avoid causing damage to third persons and the Company.

2.4 Instructions of Supervising Body

2.4.1 The fact that Your management decision or other act is based on a decision, order or instruction given by Supervising Body does not exempt You from Your obligations under section 2.3.1 and You are required to:

- (a) evaluate such decision, order or instruction as set out in section 2.3.1;
- (b) notify Supervising Body of any circumstances and risks that may induce the Supervising Body to change the decision, order or instruction and explain why such a change is reasonable;
- (c) notify the Supervising Body immediately if, in Your reasonable opinion, the decision order or instruction adopted by respective body is or may be illegal or invalid.

- 2.4.2 You must ensure that all material management decisions or acts of the Management Board are properly documented and recorded in a way that allows to establish the date, substance and motives of the decision or act in question.

2.5 Budget

- 2.5.1 You must ensure the timely preparation of the budget and any amendments therein and ensure that these are duly submitted to the Supervisory Body for approval. You are responsible for the implementation of any approved budget.

2.6 Reporting

- 2.6.1 You must ensure that the Supervising Body is fully informed about the financial situation of the Company and all material circumstances related to its business, including, in particular (a) material changes in the business and financial situation of the Company; (b) entry into material transactions or material changes related to such transactions; and (c) adoption of management decisions regarding the strategy of the Company.

2.7 Conflict of interests

- 2.7.1 You must ensure that Your activity does not entail a risk of a conflict of interests with the Company. You are required to promptly notify the Supervising Body of all existing or possible conflicts of interest and the nature thereof.
- 2.7.2 Entering into any agreement or transaction with You, where You have personal interest or where there is a threat of a conflict of interests, is subject to the prior approval by the Supervising Body.

2.8 Payments and social guarantees

- 2.8.1 The Company will deduct following taxes from Your Remuneration: income tax and, if applicable, funded pension premium.
- 2.8.2 The Company is entitled to deduct any amounts owed to the Company by You from Your Remuneration.
- 2.8.3 You are entitled to the statutory health insurance cover pursuant the Estonian Health Insurance Act, except if no Remuneration is paid to you or if the Remuneration is below the statutory minimum wage in Estonia.

2.9 Working time

- 2.9.1 You must perform Your duties under this Agreement at all times. You are expected to be available (by any means of communication) at least during normal working hours of the Company.

2.10 Holidays

- 2.10.1 You have the right to holidays as set out in the Outlined Terms. You must arrange that the performance of Your duties to the Company during Your holidays will be without prejudice to the Company's objectives and interests. For the sake of clarity, being on holidays does not release You from Your liability as a member of the Management Board.
- 2.10.2 If the Agreement provides for the payment of Remuneration for Your duties, You will continue to receive such Remuneration also for the period of Your holiday⁹.
- 2.10.3 In extraordinary cases, the Supervising Body may require You to interrupt Your holidays. The part of the holidays not used due to interruption will be granted at another time as agreed with

⁹ NOTE TO DRAFT: Please note that the rules set forth under the law for calculating and paying holiday pay for employees do not apply to management board members and therefore the rules have to be agreed upon.

You. All Your reasonable and justified expenses related to such interruption of Your holidays will be compensated to You by the Company.

2.11 Termination

- 2.11.1 Without prejudice to any Outlined Terms the Parties may terminate the Agreement any time by mutual consent. Termination of the Agreement alone does not release You from performance of the duties in Your Position or from liability arising under the law until You have resigned or are recalled from the Management Board.
- 2.11.2 Upon termination of the Agreement on any ground, You must return to the Company all Company's assets within Your possession or use, unless the Parties agree otherwise in writing.
- 2.11.3 After the termination of the Agreement, You may not represent Yourself as connected with the Company in any capacity, other than as a former member of the Management Board or (if that is the case) shareholder.

2.12 Confidential information

- 2.12.1 The confidentiality obligation includes Your obligation not to, either during the term of this Agreement 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.
- 2.12.2 For the purposes of this Section 2.12, Confidential Information" includes, in respect of any Group Company:
 - (a) its financial data, including budgets, regular financial reports, balance sheets, income statements, cash-flow statements, KPIs and other business and financial metrics and targets, performance against targets, progress reports;
 - (b) its business strategies and plans, marketing and sales strategies and plans, expansion strategies and plans, market research and surveys, customer feedback, market and business opportunities, research and development, other sales and marketing information;
 - (c) its existing and planned products and services, including product and service roadmaps, concepts and models, pricing models and structures, price lists (including discounts, special prices or special terms offered to or agreed with customers);
 - (d) names, addresses, contact details and other information of its customers or potential customers as well as its suppliers or potential suppliers, licensors, licensees, agents, distributors and other contractors;
 - (e) its agreements, including the fact that any such agreements have been signed as well as their terms, conditions and other content;
 - (f) its prospective agreements and transactions, including information relating to any offers made to or received from any party, ongoing negotiations with any party, the terms, conditions and other content of any drafts of agreements;
 - (g) its current and prospective Intellectual Property Rights (as defined below in Section 2.13.1), its technology relating to products and services as well as techniques, methods and processes used for development of concepts, products and services, any other know-how, methods, processes, techniques and technical data;
 - (h) its IT systems (including websites) as well as software and technical information (including passwords) necessary for the operation, maintenance and/or development of IT systems;
 - (i) members of its management board, supervisory board and advisory board and any other

similar governing body, its employees, consultants and advisors, including (in respect of each aforementioned person) their remuneration and salaries, bonuses and bonus systems, option and other incentive and motivation schemes and other terms on which such persons are employed or engaged;

- (j) its investors and shareholders;
- (k) meetings of management board, supervisory board, advisory board, shareholders and any other similar governing body as well as any matters discussed in any such meetings and any resolutions adopted by any such body (whether at meeting or otherwise);
- (l) information concerning or provided to third parties, in respect of which a Group Company owes a duty of confidence.

2.12.3 Without prejudice to any other provisions, Confidential Information includes 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.

2.12.4 Confidential Information does not, however, include information that:

- (a) is already in, or becomes available to the general public other than through Your unauthorised disclosure;
- (b) is, at the time of disclosure, already known to You without restriction on disclosure;
- (c) is explicitly approved for disclosure by the Company's Representative in a form reproducible in writing;
- (d) You are required to disclose by law or by any court order.

2.12.5 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. You may be notified of the information qualified as Confidential Information also separately by the Supervising Body or Company's Representative without any need or obligation to consult or agree with You or amend this Agreement.

2.12.6 Information that is deemed to be Confidential Information of any Group Company pursuant to this Section 2.12 is also considered to be a business secret of such Group Company within the meaning of Restriction of Unfair Competition and Protection of Business Secrets Act. In case it is ascertained that the information (previously) qualified by the Company as business secret does not constitute a business secret (any longer), then such information will be regarded as other Confidential Information of the Company.

2.12.7 You must use Your best efforts to protect the confidentiality of the Confidential Information and must inform the Company's Representative immediately on becoming aware or suspecting that any third party may know or has used any of the Confidential Information. You must use the security measures established by the Company for the protection the Confidential Information (including in case of performing Your tasks remotely).

2.12.8 You may not make copies of any document, correspondence, data carrier or any similar matter (including in any electronic format) or remove any such items from the premises of the Company other than in the proper performance of Your duties under this Agreement except with the written authority of the Company's Representative, which authority will apply in that instance only. You may not forward Confidential Information to Your own personal e-mail account, save Confidential Information on Your own personal devices or data carriers or leave documents, devices or other data carriers containing Confidential Information unattended or to a place easily accessible to third persons.

- 2.12.9 You may not to use the Confidential Information to disrupt, undermine or impair the Company's or any Group Company's relationships with any clients, prospective clients or suppliers or for solicitation of Company's or any Group Company's employees.
- 2.12.10 During the term of the Agreement and at any time after its termination You may not do anything which might damage the Company's reputation. For that reason, You may not participate in 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.
- 2.12.11 The Supervising Body or the Company's Representative may at any time and in any event upon the termination of the Agreement request You to hand over or destroy any data carriers and/or documents containing Confidential Information and/or to delete Confidential Information from data carriers and devices that are in Your possession or under Your control. You may be requested to confirm in writing that You have complied with such requests.
- 2.12.12 Upon the breach of the confidentiality obligation, the Company may claim from You contractual penalty in the amount specified in the Outlined Terms for each individual case of breach.

2.13 Intellectual property rights

- 2.13.1 In this Agreement "**Intellectual Property Rights**" or "**IPR**" mean all intellectual and industrial property rights and similar rights of whatever nature anywhere in the world whether currently existing or coming into existence at some future time and all rights pertaining thereto, whether recorded or registered in any manner or otherwise, including (but not limited to) any copyrights and related rights, industrial design rights and other design rights, registered designs, patents, utility models, inventions (whether or not patentable), trademarks, service marks, database and software rights, semiconductor topography rights, trade secrets, know-how, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting such intangible property including, where applicable, all renewals, extensions and applications for registration and the right to sue for damages for past and current infringement in respect of any of the same.
- 2.13.2 You hereby assign to the Company with full title all IPR to any and all objects of intellectual property You create or develop, whether alone or jointly with any other person(s), in the course of Your performance of this Agreement (whether or not during working hours and/or using Company premises, equipment, know-how and/or other resources and whether or not recorded in material form). All such IPR are deemed automatically assigned to the Company from the moment of their creation and for the whole period of validity of their protection under applicable law.
- 2.13.3 To the extent it is impossible as a matter of law to assign the IPR specified in Section 2.13.2 to the Company, for example, the moral rights of the author, You hereby grant to the Company, to the maximum extent possible under law, an exclusive, transferable, sub-licensable, fully paid-up, world-wide and unlimited right (license) to use, exploit and exercise such IPR for the whole period of their protection under applicable law from the moment of creation of the IPR.
- 2.13.4 At the request of the Company You must take all necessary actions to transfer the title to the IPR specified in Section 2.13.2 to the Company, and do all such acts as may be necessary or proper to obtain the acceptance of any applications for such IPR and for procuring the grant of such IPR pursuant to any such applications as well as for the registration of the Company as the sole proprietor of such IPR.
- 2.13.5 You must exercise Your rights in a way that does not hinder the Company in exercising the rights that have been assigned or licensed to it hereunder. You may not use the or exploit any

rights that have been assigned or licensed to the Company hereunder in any way other than (a) for performing Your obligations to the Company or (b) in any manner expressly approved by the Company in writing in advance.

- 2.13.6 All embodiments of IPR assigned or licensed to the Company in whatever form and all records thereto (in all media) are the property of the Company. You must surrender these to the Company either on the termination of this Agreement, or at the request of the Company at any time during this Agreement, and You may not keep any copies.
- 2.13.7 The provisions of this Section 2.13 have been taken into account upon agreeing Your remuneration in the Agreement and You will not receive any additional payment or remuneration for the assignment and licensing of rights as set forth in this Section 2.13.

2.14 Non-competition and non-solicitation

- 2.14.1 The non-competition obligation includes Your obligation not to take any of the following actions, directly or indirectly, on Your own behalf, or in conjunction with any other person during the validity period of the non-competition obligation:
- (a) work for or provide any services to any person engaged or about to become engaged in the Competing Business;
 - (b) otherwise be engaged, concerned or interested, whether as consultant, advisor, agent, representative, investor, joint venture, owner, partner (including silent partner), shareholder or in any other capacity, in the Competing Business, except that You may hold up to 5% of any class of securities of a company listed or dealt in on a regulated market;
 - (c) on behalf of Competing Business, be involved with the provision of goods or services or otherwise have any business dealings with any customer or prospective customer of the Group Company with whom you dealt during Your professional relationship with the Company or to whom you had access to through Confidential Information;
 - (d) on behalf of Competing Business, entice or solicit, or endeavour to entice or solicit, any customer or prospective customer of the Group Company with whom you dealt during Your professional relationship with the Company or to whom you had access to through Confidential Information, in each case, to provide custom or business;
 - (e) on behalf of Competing Business, have any business dealings with any person which has provided goods or services (other than utilities or administration-related supplies) to any Group Company and with whom you dealt during Your professional relationship with the Company or to whom you had access to through Confidential Information;
- 2.14.2 The Company can unilaterally waive the non-competition obligation following the termination of the Agreement any time by sending you respective notice. Upon delivery of such waiver also the obligation to pay any non-compete compensation, if agreed upon, terminates.
- 2.14.3 The non-solicitation obligation includes Your obligation not to take any of the following actions, directly or indirectly, on Your own behalf, or in conjunction with any other person during the validity period of the non-solicitation obligation:
- (a) entice or solicit, or endeavour to entice or solicit any Restricted Person away from any Group Company;
 - (b) take any other action or make any other contacts with any Restricted Person which may result in termination of his employment or other contractual relationship with the Group Company or taking up a position with any third person.

- 2.14.4 Upon the breach of the non-competition obligation or non-solicitation obligation, the Company may claim from You contractual penalty in the amount specified in the Outlined Terms for each individual case of breach.
- 2.14.5 Before accepting any offer of future engagement with another company received during the validity of this Agreement or before the expiry of the non-competition obligation, You must disclose a copy of the whole of Section 2.14 and relevant Outlined Terms to the person making the offer and the prospective company and will disclose the identity of that person to the Company as soon as possible.
- 2.14.6 You must immediately inform the Company's Representative if any person who is or was formerly an employee or member of the management body of any Group Company solicits, induces or endeavours to solicit or induce you to leave Your position in the Company with an intention of taking up a position in any capacity in any Competing Business.
- 2.14.7 During the validity period of the non-competition obligation You must inform the Company, at its request, about Your professional and financial activities to the extent this is relevant for monitoring Your compliance with the non-competition obligation. You are required to respond to the respective information requests within 3 working days.
- 2.14.8 You hereby represent that any information about working for or providing services to any other persons and about Your financial activities that You presented to the Company in connection with the entry into this Agreement is true and complete in all respects.

2.15 Contractual penalties

- 2.15.1 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 will not release the breaching Party from the obligation to perform the relevant obligations. The obligation to pay penalty exists regardless of the actual damage caused by the relevant breach.
- 2.15.2 Before any Party becomes entitled to claim a penalty hereunder, the breaching Party must be given by any Party entitled to the penalty a reasonable term (being not more than 30 days) to cure the respective breach and its negative consequences. In case the breach and its negative consequences are not cured entirely during the described cure period or if the breach is not curable, the respective Party will become entitled to claim the penalty hereunder.
- 2.15.3 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 months after the entitled Party becomes aware of the respective breach.
- 2.15.4 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.

2.16 Entire agreement and amendment

- 2.16.1 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.
- 2.16.2 No amendment of this Agreement will be valid unless it is in writing and signed by both Parties.

2.17 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) Schedules; (iii) any other document incorporated by reference; and (iv) Detailed Terms.

2.18 Rules of interpretation

- 2.18.1 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) are not given a restrictive meaning because they are preceded or followed by words indicating a particular class of acts, matters or things.
- 2.18.2 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).
- 2.18.3 References to “persons” include private individuals, legal entities, unincorporated associations and partnerships and any other organisations, whether or not having separate legal personality.
- 2.18.4 Except where the context specifically requires otherwise, words referring to one gender are treated as referring to any gender, words importing individuals are treated as importing corporations and vice versa, words referring to the singular are treated as referring to the plural and vice versa, and words importing the whole are treated as including a reference to any part thereof.
- 2.18.5 The section and paragraph headings used in this Agreement are inserted for ease of reference only and do not affect interpretation.
- 2.18.6 In this Agreement, any reference to a Section or a Schedule means a reference to the relevant Section or Schedule of this Agreement.

2.19 Protection of personal data¹⁰

- 2.19.1 For the purposes of ensuring the performance of this Agreement, the Company processes certain personal data about You. You hereby confirm that you have read and understood the Company's privacy policy regarding processing of employees' personal data¹¹. The Company may change its data protection policy at any time and will notify You in writing of any changes.
- 2.19.2 In the course of performing Your duties, You must comply with the Company's data processing rules when handling personal data relating to any other employee, client, supplier or partner of the Company.

2.20 Governing law and jurisdiction

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

PARTIES' SIGNATURES:

The COMPANY:	Signature, date	YOU:	Signature, date
[Representative's name] [Representative's title]	/ signed electronically /	[Management board member's name]	/ signed electronically /

¹⁰ NOTE TO DRAFT: Include this section 2.19 only in case the Company has the relevant documents in place.

¹¹ NOTE TO DRAFT: Note that each company should have internal data protection documents which concern processing of employees' personal data.