

ETS GLOBAL PREFERRED ASSOCIATE AGREEMENT

Parties

Educational Testing Service (ETS) Global ("ETS Global") is a Dutch company, registered on the Dutch Trade Register of the Chamber of Commerce under number 34153484, which principal place of business is located at: Strawinskyiaan 929, 1077XX Amsterdam, The Netherlands.

For the purpose of this agreement, acting through its branch whose principal place of business is located in ETS Global Strawinskyiaan 929 1077XX AMSTERDAM (NETHERLANDS).

For the purpose of this Agreement legally represented by VAN LENT Gerben.

And

Riga Technical University, Kalku Street 11, LV-1658, Riga, Latvia ("EPA" or "RTU Riga Business School" or the "Company") for the purpose of this Agreement legally represented by Vice-Rector for Finance **Ingars Erins** in accordance with RTU Constitution and delegation of rector no. 01000-1.1/35 "About rights of signature for the delivery, the purchase of goods and services contracts" made on 3rd of February 2015.

Recitals

ETS Global is a wholly-owned subsidiary of Educational Testing Service ("ETS"), a non-profit corporation organized under the Education Law of New York, U.S.A., which is the publisher and owner of the examination known as the "TOEIC® test", and all related documentation, files, data, and any related Intellectual Property Rights (as defined in article 1.1).

ETS Global hereby grants RTU Riga Business School a non-exclusive right to distribute the Products and Services available on the Ecommerce Solution (as defined in article 1.1) in accordance with the terms and conditions of the Agreement (as defined in article 1.1). By logging on to or using the Ecommerce Solution, RTU Riga Business School becomes a Registered User (as defined in article 1.1) and agrees to be unconditionally bound by the terms and conditions of the Agreement.

You hereby certify that you have the power and capacity to enter into the ETS Global Preferred Associate Agreement in the name and on behalf of RTU Riga Business School. For the avoidance of doubt, by entering into this agreement you, RTU Riga Business School, and any users registered on behalf of RTU Riga Business School, will be bound by the Agreement(as defined in article 1.1).

1. TERMINOLOGY

1.1. Definitions

"Account Administrator" shall mean the Registered User accessing the Ecommerce Platform through the Account Administrator Profile.

"Accountant" shall mean the Registered User accessing the Ecommerce Platform through the Accountant Profile.

"Administration Procedure" shall mean the administration procedure available at

<https://www.etsglobal.org/legaldocs/>, which ETS Global reserves the right to change, without prior notice, in which case the Company agrees to abide by such changes subject to its information.

"Administration" shall mean the approved manner in which one or more Tests may be administered pursuant to this Agreement.

"Agreement" shall mean this EPA agreement, including all appendices hereto, and all other documents (the "ETS Documentation") listed in article 1.2 below. The ETS Documentation may be revised and/or completed by ETS Global during the Term.

"Anti-corruption legislation" shall have the meaning set forth in section 11.3.2.

"Auditor" shall mean an individual authorized by ETS Global to conduct audits of Test Sessions and Testing Sites on behalf of ETS Global.

"CMD" shall mean a Country Master Distributor, namely an exclusive distributor of ETS Global Offerings in a given territory.

"Candidate Data" shall mean any and all information obtained/accessed by, or disclosed to, RTU Riga Business School about Candidates.

"Candidate"; shall mean the individuals who may be interested in taking a Test and the Examinees.

"Claim" shall mean actions, claims, demands, disputes, proceedings, allegations, or suits.

"Client" shall mean a client to which EPA provides Products and/or Services.

"Company Account" shall mean the online account allowing a Registered User to access the dedicated section of the Ecommerce Solution.

"Company" shall have the meaning set forth in the definition of the Parties above.

"Complementary Products and Services" Products or Services designed to complement the Test Session purchase that cannot be ordered without being linked to a Test Session Appointment.

"Confidential information" shall mean this Agreement as well as its Appendices and documents covered, data (including in particular Candidate files or financial information) and any information of a confidential nature relating to the business of either Party, including ETS Global Affiliate, or which can reasonably be considered as confidential by the receiving Party, which is disclosed to the other Party in connection with this Agreement, excluding any information that the recipient can demonstrate: (a) was publicly known at the time of disclosure to it, or becomes publicly known through no act of the recipient; (b) was rightfully received from a third party without a duty of confidentiality; (c) was developed by it independently; or (d) is required to be disclosed by a judicial or governmental order.

"EPA" shall mean the ETS Global Preferred Associate.

"ETS Global Affiliate" shall mean any entity that, directly or indirectly, controls, is controlled by or is under common control of ETS Global.

"ETS Global Offerings" shall mean the Products and/or Services that RTU Riga Business School is authorized to distribute under the Agreement.

"ETS Global" shall have the meaning set forth in the definition of the Parties above.

"ETS" shall have the meaning set forth in the recitals above.

"ETS-Owned Technologies and Proprietary Materials" shall mean the Tests, the Test materials, Products, Services, licensed marks, ETS marketing materials, translated materials, ETS software, and all other materials made available by or provided by ETS Global to the EPA, along with any and all Intellectual Property Right therein.

"Ecommerce Platform" shall mean ETS Global's online secure system that, without limitation, allows Registered Users and/or RTU Riga Business School to purchase ETS Products and/or Services, provides back office work and manages client relations.

"Ecommerce Solution" shall mean the section of the Ecommerce Platform that allows Registered Users and/or RTU Riga Business School to purchase ETS Products and/or Services.

"Effective Date" shall mean the date of the signature on which RTU Riga Business School has accepted the Agreement, including its Appendices. The Agreement enters into force on the Effective Date.

"End Users" shall mean Candidates or legal entities purchasing ETS Global Offerings for internal use exclusively for its employees / students.

"Entity" shall mean a separate unit of RTU Riga Business School that is under its administration or its control.

"Equipment" shall mean the cameras and headphones or similar image-capturing and auditory equipment, computer and printer and any other equipment- necessary for the Administration of Tests.

"Examinee Handbook" shall mean a document to be provided to Candidates containing information on the Tests, scoring and procedures applicable when taking the Tests.

"Examinees" means the individuals registered to take a Test.

"Express Scoring" shall mean the Service that may be provided by ETS Global to RTU Riga Business School of scoring within a reduced number of days.

"Extranet" shall mean the space within the Ecommerce Solution dedicated to RTU Riga Business School and through which RTU Riga Business School can place orders and purchase Products and Services.

"Group Contract" shall mean the contract for the purchase of Products or Services covering several Entities.

"Immigration Authority" means any government authority in the Territory or the United Kingdom who has responsibility for immigration matters.

"Indemnified Party" shall mean ETS, ETS Global, ETS Global Affiliates, their officers, directors, employees, agents and partners.

"Inspections" shall mean unannounced inspections of RTU Riga Business School Records in order to verify the compliance with the terms and conditions of this Agreement.

"Intellectual Property Right" shall mean all of the following intellectual property rights: (i) patents, patent applications, patent rights, inventions whether or not patented or patentable and all improvements thereto ; (ii) company names, business names, shop signs, trade dress, logos, slogans, mask works, registered and unregistered designs, trademarks and related registrations and applications for registration ; (iii) copyrights in both published and unpublished works whether or not registered including without limitation all compilations, databases (including sui generis rights on databases), software (including all underlying and related source, object codes and source codes), manuals and other documentation, graphics, logos, page headers, button icons, scripts, packaging, trade dress and designs whether or not appearing in large print or with the trademark symbol, and all copyrights registrations and applications, and all derivatives, translations, adaptations, and combinations of the above; (iv) Internet domain names with any extensions; and (v) know-how, trade secrets, confidential or proprietary information, techniques and research in progress.

"Legal Representative" shall mean the Registered User accessing the Ecommerce Platform through the Legal Representative Profile.

"Locked Date" shall refer to the date as of which it is impossible to make any changes to an order, which is the date on which the order is sent to the Logistics department to be prepared for shipping.

"Online Materials" shall mean the online Test or preparation materials ordered by a Registered User in order to enroll Candidates who wish to remotely take online Tests or use preparation materials available from ETS Global.

"PTC" shall mean the Public Test Center administering ETS Tests.

"Paper and pencil Tests" shall mean Tests during which the Candidate writes the answers down with a pencil on a paper answer sheet.

"Parties" shall mean ETS Global and RTU Riga Business School.

"Party" shall mean ETS Global or RTU Riga Business School, as the context dictates.

"Private Test Session Appointment" shall mean the Candidate seat ordered by a Registered User for a Private Test Session.

"Private Test Session" shall mean the Test Session managed and ordered by EPA and administered by an accredited test center administrator, ETS Global, by a PTC or, by a Test Center Administrator which is/are directly ordered by a Registered User in order to enroll selected individuals who wish to take the : TOEIC® Listening and Reading, TOEIC® Speaking and Writing, TOEIC® Speaking, TOEFL® ITP, TOEFL® Junior Standard, TOEFL® Junior Comprehensive, TOEIC Bridge™, Test de Français International (TFI™) and other tests which may be developed by ETS and distributed by ETS Global in the future.

"Product" shall mean the tangible product sold by ETS Global on the Ecommerce Solution such as books, CD's or other tangible training materials.

"Profile" shall mean any one of the profiles as described in this Agreement and the General Terms and Conditions attached in Appendix 1 which shall be created by ETS Global or RTU Riga Business School as the case may be.

"Public Test Session Appointment" shall mean the Candidate seat ordered by a Registered User for a Public Test Session.

"Public Test Session" shall mean a Test Session organized by ETS Global, on scheduled dates and in scheduled locations, managed and administered by ETS Global or by a PTC under the responsibility of ETS Global or said PTC, as the case may be.

"Purchaser" shall mean the Registered User accessing the Ecommerce Platform through the Purchaser Profile.

"Record" shall mean accurate and complete records concerning RTU Riga Business School's sales and delivery of all Products and Services.

"Registered User" shall mean any person who is granted access to the Ecommerce Solution in accordance with its Profile.

"Relationship Designation" shall mean the following logo:



"Service" shall mean the services available on the Ecommerce Platform such as Test Sessions or Online Materials.

"Term" shall mean the period during which the Agreement is in force. This Agreement becomes effective on the Effective Date and remains in force for three years as of the Effective date or until the amount of 30.000 EURO (excluding VAT) has been reached, whichever comes earlier, unless (i) renewed for a successive period to be determined by mutual written agreement between the Parties thirty (30) days prior to the end of the Term, or (ii) terminated earlier in accordance with the provisions of the Agreement.

"Territory" shall mean Latvia.

"Test Administration Manual" shall mean the test administration manual available at <https://www.etsglobal.org/legaldocs/>, which ETS Global reserves the right to change, without prior notice, in which case the Company agrees to abide by such changes subject to its information.

"Test Center Administrator" shall mean a room administrator, proctor or supervisor certified by ETS Global to administer a Test session and/or assist in administering such Test Session.

"Test Session Reschedule" Change of Test Session date and time by ETS Global or requested by RTU Riga Business School.

"Test Session" shall mean either a Private Test Session and /or a Public Test Session, as the context indicates.

"Testing Site" shall mean the location at which a Test is administered, which must comply with the requirements set out in the Test Administration Manual and the Administration Procedures and which, in relation to the Private Test Sessions, may be RTU Riga Business School site, a RTU Riga Business School Client site, or at another site designated for this purpose and which has been approved by ETS Global.

"Tests" shall mean TOEIC® Listening and Reading, TOEIC® Speaking and Writing, TOEIC® Speaking, TOEFL® ITP, TOEFL® Junior Standard, TOEFL® Junior Comprehensive, TOEIC Bridge™, Test de Français International (TFI™), and other tests which may be developed by ETS and distributed by ETS Global in the future.

"You" or "Your" refers to RTU Riga Business School.

1.2. Interpretation

Subject to the terms of this Agreement and unless the context specifies differently:

- the titles of the articles are given for information purposes only and are not taken into consideration for the interpretation and implementation of the Agreement ;
- terms in plural should also be deemed to apply to singular and vice versa ; and
- in case of inconsistency between the provisions of the contractual documents, they should be interpreted according to the following decreasing order of importance :
 - The EPA Agreement;

- The General Terms and Conditions in Appendix 1 ;
- The terms and conditions of RTU Riga Business School;
- Official Documentation

2. RELATIONSHIP DESIGNATION

2.1. Appointment

Subject to compliance with the requirements set out in the Test Administration Manual and the Administration Procedures, ETS Global authorizes RTU Riga Business School, through this Agreement to purchase and distribute on a non exclusive basis ETS Global Offerings and to organize Private Test Sessions and RTU Riga Business School hereby accepts such appointment subject to the terms and conditions of the Agreement.

RTU Riga Business School shall not sell, administer or distribute ETS Global Offerings to any other entity offering test administration services. Further, RTU Riga Business School understands and agrees that the distribution authorized under this Agreement is strictly limited to End Users. Under no circumstances may the RTU Riga Business School administer or attempt to administer the ETS Global Offerings from any place other than a Testing Site.

2.2. Compliance with exclusivities granted by ETS and ETS Global to CMDs

RTU Riga Business School is prohibited from actively selling ETS Global Offerings into a territory which has been exclusively allocated by ETS or ETS Global to a CMD in accordance with a CMD agreement.

3. OBLIGATIONS OF RTU Riga Business School

3.1. Access to the Ecommerce Platform

RTU Riga Business School will only be able to order and purchase Products and Services through the Ecommerce Platform unless otherwise defined by ETS Global for a specific Product or Service and for order out of process approved by ETS Global. RTU Riga Business School must be a Registered User and have a Company Account.

3.2. Standards

RTU Riga Business School will carry out its obligations hereunder in such manner as to respect and further the outstanding reputation, professional standards and prestigious image of ETS Global and abide by the Standards for Quality and Fairness and ETS International Principles for Fairness Review of Assessments to be found in <https://www.etsglobal.org/legaldocs/>.

For the avoidance of doubt, any action or omission by RTU Riga Business School which causes ETS Global to have a concern about the security or integrity of the

EPA's administration of the Tests shall constitute a breach of this section 3.2.

RTU Riga Business School understands and acknowledges that ETS Global reserves the right to withhold Examinee Scores or suspend RTU Riga Business School from holding test sessions pending investigation by ETS Global, in the event that ETS Global believes that there is a concern about security or the integrity of the administration of any Tests by RTU Riga Business School. For the avoidance of doubt in such circumstances EPA shall nonetheless be responsible for all payments to ETS Global in respect of such Tests.

ETS Global may establish certain registration requirements which require Candidates to identify whether they may be taking the test to satisfy the requirements of a Government Authority, and in particular an Immigration Authority. EPA shall ensure that such registration requirements are implemented in its processes and procedures and that Candidates are aware of these registration requirements.

3.3. Reporting Requirements

RTU Riga Business School will retain and make available for inspection by ETS Global all underlying documents and records relating to reports made by RTU Riga Business School under this section and will provide ETS Global with such written reports that ETS Global may request during the Term, including, without limitation, reports on the following:

- (a) RTU Riga Business School will immediately report to ETS Global and fully document, upon the occurrence of any of the following:
 - i. suspected irregularity or breach of security with respect to the Administration or storage of the Tests, to the distribution of Test materials and/or ETS Global Offerings. The report must be submitted by completing the "Irregularity Report" form in <https://www.etsglobal.org/legaldocs/>;
 - ii. suspected violation of any Intellectual Property Right of ETS or ETS Global; and/or
 - iii. technical, operational or of another nature issues pertaining to the Administration of Tests. Such reports shall include, but not be limited, to screen shots or log files.

- (b) RTU Riga Business School will within forty eight (48) hours of a request from ETS Global provide a report on:
 - i. auditing and monitoring data of Private Test Sessions Administration by Test Center Administrators and Proctors;
 - ii. the completed Seat Plan form included in the Test Administration Procedures available at <https://www.etsglobal.org/legaldocs/>; and/or
 - iii. complaints, comments, and problems reported by Candidates regarding the Tests.

(c) Report immediately to ETS Global, any missing materials in accordance with the instructions provided in the Missing Material form attached in <https://www.etsglobal.org/legaldocs/> to the Agreement.

3.4. Training

RTU Riga Business School will have at its own expense at least two persons trained as Test Center Administrators. Training will be conducted by ETS Global. All Test Center Administrators must follow ETS Global's online or live training in order to become a certified Test Center Administrator. Only certified Test Center Administrators of EPA are entitled to administer Test Sessions.

RTU Riga Business School will ensure that all its Test Center Administrators receive, read, understand the "Supervisor's Manual" provided by ETS Global prior to conducting an Administration.

3.5. Information to Candidates

It is the responsibility of RTU Riga Business School to provide each Candidate with an Examinee Hand Book either in paper or electronically, and to make Candidates aware of the obligation to read the Examinee Handbook before the Test Session and keep proof of receipt of the Examinee Handbook by the Candidate.

For paper-and-pencil Tests administered by RTU Riga Business School, it is RTU Riga Business School's responsibility to distribute Test books and answer sheets to each Candidate, according to ETS Global requirements specified in the Administration manuals.

ETS Global will provide to RTU Riga Business School, upon request, a Score User's Guide in the administration manuals at <https://www.etsglobal.org/legaldocs/>.

3.6. Customer Service

3.6.1.

RTU Riga Business School shall establish an information telephone number operative during business hours to answer inquiries with respect to Public and Private testing dates and to inform Candidates of what they can expect in the registration and reservation processes and at the Testing Site.

3.6.2.

RTU Riga Business School shall promptly and effectively respond to all complaints from Candidates regarding any of the Products and/or Services offered by ETS Global within 24 hours from when RTU Riga Business School received the complaint.

3.6.3.

Upon request, RTU Riga Business School will cooperate with and promptly assist ETS Global in the conduct of periodic reviews of customer satisfaction. Examples of

such activities may include completing online surveys, conducting exit interviews and/or telephone interviews with Candidates.

3.6.4. Maintenance of Records; Inspection

RTU Riga Business School shall maintain Records for at least three (3) years after the date to which they pertain. ETS Global may, at its expense, perform Inspections. The costs of the Inspections will be at RTU Riga Business School's expenses should the Inspection reveal that ETS Global has been underpaid fees due under this agreement in excess of 5%. This amount shall be immediately paid to Global.

3.7. Equipment Testing

RTU Riga Business School is responsible for having the adequate testing Equipment including headsets, internet access and making sure that all technical requirements are fulfilled to ensure that Testing Sites are fully functional to deliver all computerized Tests according to the Administration manuals (<https://www.etsglobal.org/legaldocs/>).

3.8. Test Versions

RTU Riga Business School acknowledges that the Services are updated on an average of an annual basis, notably so as to ensure the utmost quality and accuracy of the Services. Any Service ordered and delivered to RTU Riga Business School must be returned to ETS Global after its expiry date, whether such expiry date is expressly mentioned on the Service or on related documentation, or upon notice, by ETS Global, that such Service is expired. For security reasons, so as to keep its contents confidential from third parties, the Service shall be returned to ETS Global together with all related material (such as booklets and answer sheets). On request from RTU Riga Business School and if applicable and only upon the prior written agreement of ETS Global, ETS Global may deliver to RTU Riga Business School one new version of the Service for each expired version of the Service returned to ETS Global.

3.9. Test Security

3.9.1. General

RTU Riga Business School will observe and comply with the conditions and procedures specified in the Test Administration Manual and the Administration Procedures linked to the Agreement.

RTU Riga Business School shall provide the Examinee Handbook to each Candidate prior to each Test session.

RTU Riga Business School understands and agrees that ETS Global reserves the right to suspend EPA from holding Test Administrations, pending investigation by ETS Global into any suspected infringement of the provisions of this Section or where the security of the Test Session was compromised by EPA.

EPA understands and agrees that in the event of infringement of the provisions of this section or where the security of the Test Session was compromised, ETS Global

reserves the right to only allow the EPA to conduct Test Administrations in the presence of, or to organize a Test Administration conducted and administered by, an ETS Global Test Centre Administrator(s). ETS Global will charge the EPA a fee upon each occasion that an ETS Global Test Centre Administrator(s) is required to attend and/or conduct a Test Administration.

3.9.2. Examinee Scores

RTU Riga Business School understands and acknowledges that where it becomes evident that there has been an infringement of this Section or the security of the Test Session was compromised, ETS Global reserves the right to refuse to release the Examinee test scores of the whole test session.

Further, in the event that ETS Global requires to investigate whether there has been an infringement of this Section or to determine whether the security of the Test Session was compromised, RTU Riga Business School understands and acknowledges that Examinee scores will be withheld by ETS Global or RTU Riga Business School, provided that RTU Riga Business School has the right to score Tests, pending the outcome of the investigation.

ETS Global reserves the right to charge RTU Riga Business School the normal fee in circumstances where Test Sessions are cancelled or scores are withheld due to infringement of this Section.

3.9.3. Test Security

RTU Riga Business School will be responsible for maintaining security in all phases of the administration process, as described in the Test Administration Manual and the Administration Procedures.

The EPA shall ensure that: -

i. all Test materials are placed in a secure locked area to which only authorized Test Centre Administrators have access;

ii. all cartons and boxes containing Test Material are opened within twenty-four (24) hours from receipt;

iii. two authorized Test Centre Administrators check the contents for counting or packaging errors and immediately notify ETS Global of any discrepancy with respect to the order placed by the EPA, reseal the cartons with tape, sign across the tape and store them in a secure area.

(iv) all Test Materials are returned to ETS Global via secure shipment. EPA will obtain a tracking number for the shipment. EPA is liable for payment of shipping costs for the return of test materials to ETS Global.

3.9.4. Notification of Irregularities

In the event that EPA detects any breach relating either directly or indirectly to the

security of Test Materials and Test Administrations, the EPA shall notify ETS Global immediately.

RTU Riga Business School will immediately complete the Irregularity Report (B) of the Test Administration Procedures Manual and return to ETS Global.

RTU Riga Business School will provide ETS Global and ETS with any assistance reasonably requested in relation to any investigation into a breach of Test integrity and security.

3.9.5. Test Centre Audit

ETS Global or a third party assigned by it, has the right to carry out announced and unannounced audit visits of the Testing Sites, including during the administration of any Test, to ensure that the procedures described in this Section 3.11 are implemented by the EPA.

Upon presentation by an auditor of an audit authorization letter signed by ETS Global, RTU Riga Business School shall allow ETS Global or a third party assigned by it, such immediate and unimpeded access to their premises.

RTU Riga Business School shall immediately take all measures required by ETS Global to improve test security and test integrity, including any measures resulting from an audit. EPA will implement measures and confirm implementation in writing within 15 days of an audit according to ETS Global requirements.

Furthermore, RTU Riga Business School understands and acknowledges that the Immigration Authority may also conduct announced and unannounced audit visits of the Testing sites. RTU Riga Business School will allow the Immigration Authority such immediate and unimpeded access to their premises.

3.9.6. Test Centre Administrators

RTU Riga Business School shall ensure that the EPA has in place Test Centre Administrators certified by ETS Global at Test Sessions in sufficient numbers to supervise Testing Sites and Candidates in accordance with the Agreement and the Test Administration Manual, the Administration Procedures and Supplements appended to the Agreement. Any change in the list of Test Center Administrators of the Company (recruitment of a new Test Center Administrator or replacement of a former Test Center Administrator) must be notified to ETS Global.

3.9.7. Testing Site, Time and Locations

EPA shall only be entitled to sell, administer or distribute ETS Global offerings at locations authorised in writing by ETS Global. All Tests must be administered at Testing Sites.

EPA shall only be entitled to change the location or time of a Test Session at a Testing Site in exceptional circumstances and with the express written agreement of ETS Global, which shall for the avoidance of doubt include email. EPA shall provide ETS Global with written notice of a change of Test location or time at least

48 hours in advance of the commencement of the Test Session as well as pictures and sketch indicating that the test room is compliant with ETS Global's test room requirements to contact-emea@etsglobal.org. ETS Global shall not issue scores if this is not been complied with. The EPA will have the obligation to inform all Candidates of this change and will manage all claims and reschedule of Candidates, if needed at his own expense.

3.9.8. Loss of Test Booklets

The EPA acknowledges that the loss of test booklets by the EPA will cause significant financial damage to ETS Global, as ETS Global will be required to withdraw the Test version from the market. The financial damage due to simple negligence will be an object of valuation between ETS Global and EPA plus the damages if the loss is due to intentional error.

3.9.9. Material Obligations

The failure by the EPA to comply in full with the provisions of this clause shall entitle ETS Global to terminate the Agreement immediately pursuant to section 9.2.

4. OBLIGATIONS OF ETS GLOBAL

4.1. Support

ETS Global will provide RTU Riga Business School with such reasonable support and assistance as ETS Global deems necessary, including, without limitation, advice on the establishment of Testing Sites, the development of operational Administration procedures and marketing campaigns for ETS Global Offering. For the avoidance of doubt, the EPA will only use material approved in advanced by ETS Global for the purpose of marketing Products and/or Services.

4.2. ETS Global Offerings

During the Term, the parties may identify together additional ETS Global Products and/or Services that RTU Riga Business School may wish to purchase and distribute under this Agreement. The Parties will discuss such ETS Global Products and/or Services and, upon agreement such Products and/or Services may be distributed by RTU Riga Business School.

5. ORDER PROCESS

The following order processes will apply to Products, Services or licenses purchased by and/or provided by and/or licensed to RTU Riga Business School:

5.1. Registering Candidates for Public Test sessions

- i. RTU Riga Business School shall book seats for Public Test Sessions through the Extranet at a specified price; in accordance with Appendix 1
- ii. Upon booking of the seats for Public Test Sessions, RTU Riga Business School will

automatically be invoiced by ETS Global through the Extranet;

iii. RTU Riga Business School will be entitled to sell seats to Candidates for the Public Test Sessions, and invoice them using its own accounting system; and

iv. Cancellation of a Public Test Session Appointment by RTU Riga Business School is possible through the Customer Service of ETS Global before the Locked Date, subject to the payment of an indemnity, which will be invoiced to RTU Riga Business School by ETS Global, in accordance with Appendix 1.

5.2. Organization of Private Sessions

i. RTU Riga Business School is entitled to organize Private Test Sessions, which will be hosted at the Testing Site;

ii. For Private Test Sessions, RTU Riga Business School will be invoiced by ETS Global through the Extranet the final invoice is validated once the session is sent back to the scoring center and then invoiced through the Ecommerce platform. RTU Riga Business School will be entitled to sell seats to the Candidates selected for the Private Test Sessions, and invoice them using its own accounting system;

iii. Cancellation of a Private Test Session Appointment by RTU Riga Business School is possible through the Customer Service of ETS Global before the Locked Date. Cancellation of Private Test Session once the session is locked and shipped means that 3 tests minimum may be invoiced to the EPA RTU Riga Business School

iv. ETS Global reserves the right to refuse an order or block RTU Riga Business School account without prior notice due to unavailability of material, payment-related issues or administration-related issues.

5.3. Purchasing Online Materials and Products online

i. RTU Riga Business School shall place its orders through the Extranet;

ii. RTU Riga Business School will be invoiced by ETS Global through the Extranet;

iii. as to Online Materials, ETS Global will give RTU Riga Business School access to the Online Materials within 48 business hours; and

iv. for technical reasons, cancellation of orders of Online Materials and of Products purchased online is not possible.

6. Price and INVOICES

6.1. Price

RTU Riga Business School will pay to ETS Global a price per unit for each Product or Service in accordance with the corresponding invoice sent by ETS Global. RTU Riga Business School will make all payments to ETS Global in the currency according to

the applicable payment terms by bank transfer within 30 as of the date the invoice is issued. RTU Riga Business School explicitly assumes the bank transfer cost.

Product and/or Service pricing does not include shipping fees. The shipping fees will be invoiced separately.

RTU Riga Business School explicitly assumes the risk of loss or gain from foreign exchange rate fluctuations between the currency according to the applicable payment terms in the Territory and the Euro.

RTU Riga Business School understands and acknowledges that ETS Global reserves the right to withhold Examinee scores in the event of non-payment of sums due under the Agreement.

Latvia

Public appointment

6.2. Tax Clause

Any and all amounts payable hereunder by EPA are net and exclusive of and do not include any value added, sales, use, excise or other similar taxes applicable in the Territory arising as a result of or in connection with the transactions contemplated under this Agreement hereafter imposed by any taxing authority in the Territory whether applicable to the export, import, sale, purchase or use of the Products and/or the Authorization Codes (other than taxes on the net income of ETS Global or where EPA has the legal obligation to withhold income taxes on royalty payments due to ETS Global). EPA shall bear, pay or reimburse ETS Global on demand for all such taxes and duties (including without limitation any penalties, interest, or other additions to any such taxes). In the event EPA has the legal obligation to withhold income taxes from ETS Global under this agreement, EPA shall deduct such taxes from the amount owed ETS Global and pay them to the appropriate taxing authority; provided however, that EPA shall promptly secure and deliver to ETS Global an official receipt and/or a withholding tax certificate for any such taxes withheld or other documents necessary to enable ETS Global to claim a U.S. foreign tax credit. EPA will make sure that any taxes withheld are minimized to the extent possible under applicable law. In the event that ETS Global has the legal obligation to collect and/or pay any such taxes and duties, ETS Global shall be entitled to add the appropriate amount to its invoice to EPA for payment or reimbursement by EPA, and EPA agrees to indemnify, defend and hold ETS Global harmless from any such taxes (other than ETS Global's net income taxes) or claims, causes of action, costs (including, without limitation, attorneys' reasonable fees) and any other liabilities of any nature whatsoever related to such taxes.

EPA will promptly provide ETS Global with copies of all notices received from any tax authority in the Territory assessing, or stating its intention to impose or assess tax liability of any nature whatsoever on ETS Global as a result of this Agreement or the amounts payable by EPA to ETS Global hereunder. ETS Global reserves the right to

lodge an objection with the relevant taxing authority to any such local assessments, and EPA will at ETS Global's cost, provide ETS Global reasonable assistance in contesting such liability.

If after the Effective Date, the relevant tax authorities determine that any taxes are required to be withheld in connection with any payments made by EPA to ETS Global under this Agreement, EPA shall provide notice to ETS Global of such withholding requirement (including the type of payment that is subject to the requirement, the rate of such withholding, and the relevant authorities that require such withholding) within ten (10) days from the date of the receipt of the relevant notice from the relevant tax authority.

6.3. Customs

RTU Riga Business School is responsible for all import and export duties for all Products, preparation materials, marketing materials, ETS-Owned Technologies and Proprietary Materials or any other document or parcel that requires the payment of import or export duties.

6.4. Late Payments

RTU Riga Business School will make all payments to ETS Global in the currency according to the applicable payment terms after the date of each invoice. Interest will be payable upon all amounts not paid on the due date at the statutory rate as provided for in applicable local regulations. In addition to this interest, a lump sum fee may also be charged to the RTU Riga Business School pursuant to local legislation.

6.5. Use of the Tests

RTU Riga Business School acknowledges that the contents of the Service must be kept confidential from third parties. For security reasons the Service ordered by RTU Riga Business School must be used for the specific purpose identified by RTU Riga Business School in its order. Any Service ordered by RTU Riga Business School which cannot be used or sold by RTU Riga Business School for the specific purpose identified in the corresponding order will be invoiced by ETS Global and ETS Global retains the right to refuse to deliver such Service and to replace it with a new version of the Service in accordance with article 3.10.

7. INTELLECTUAL PROPERTY

7.1. Intellectual Property Rights

All Intellectual Property Rights related, directly or indirectly, to the Products, the Services, the Tests, the Ecommerce Platform, ETS Global Offerings or any service, product or material provided by or on behalf of ETS Global, belong exclusively to ETS, are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark, copyright and intellectual property laws and may be used by RTU Riga Business School only, in connection to the performing of its obligations hereunder solely, pursuant to the terms of the Agreement and in any case for no longer than the duration of the Agreement. Such non exclusive, non transferable, non assignable and without the right to sublicense

right to use, is granted to RTU Riga Business School upon full payment of all amounts due to ETS Global.

Accordingly, except for and in compliance with the strict performance of this Agreement, RTU Riga Business School may not represent, broadcast or make available to the general public the Products, the Services, the Tests, the Ecommerce Platform, ETS Global Offerings or any service, product or material provided by or on behalf of ETS Global and, when applicable, the Intellectual Property Rights derived therein. Nor may RTU Riga Business School reproduce, adapt, translate, commercialize, modify, develop, or sub-licence the Products, the Services, the Tests, the Ecommerce Platform, ETS Global Offerings or any service, product or material provided by or on behalf of ETS Global and, when applicable, the Intellectual Property Rights derived therein, have access to source code or use, without such list being exhaustive, any document, material, information, data or Intellectual Property Right owned by ETS and/or ETS Global and which right to use has not been expressly granted to RTU Riga Business School by ETS Global.

RTU Riga Business School expressly declares that it will not use the Products, the Services, the Tests, the Ecommerce Platform, ETS Global Offerings or any service, product or material provided by or on behalf of ETS Global in a way which would be susceptible to constitute an infringement or a violation of an Intellectual Property Right, found an unfair competition, passing off or any misappropriation or violation, of a third party's rights, or in a way which could be detrimental to ETS or ETS Global and notably to their image and reputation.

RTU Riga Business School authorizes ETS Global to announce (either verbally or in writing), for marketing purposes, that it is an EPA of ETS Global.

Any use or misuse of ETS Intellectual Property Right, including ETS-Owned Technologies and Proprietary Materials, except as permitted herein, is expressly prohibited, and nothing stated or implied in this Agreement or Ecommerce Solution confers to RTU Riga Business School any right under any ETS-Owned Technologies and Proprietary Materials other than those expressly mentioned herein.

7.2. Copyright

Copyrighted material shall be used solely for the purpose and in accordance with this Agreement.

RTU Riga Business School covenants that all ETS Global materials that are distributed, disseminated and/or posted will display the original copyright and protective notices that appear on ETS Global materials.

7.3. Trademarks

TOEIC® Listening and Reading, TOEIC® Speaking and Writing tests, TOEIC Bridge™, TOEIC® Practice Online: Speaking and Writing, TOEFL® PBT (Paper-Based Testing), TOEFL® IBT (Internet-Based Testing), TOEFL® Practice Online, TOEFL® Junior et TOEFL® Junior Comprehensive, Test de Français International (TFI™), The TOEFL® ITP (Institutional Testing Program), Online Scoring Network™ (OSN), Educational Testing Service, ETS and ETS Global are registered trademarks and/or trade names of ETS.

7.4. Infringement of Intellectual Property Rights

RTU Riga Business School shall promptly notify ETS Global in writing of any actual, threatened, or suspected infringement of the Products, the Services, the Tests, the Ecommerce Platform, ETS Global Offerings, Intellectual Property Rights owned or held by ETS or any service provided by or on behalf of ETS Global or misappropriation of Confidential Information (as defined in article 8.1) that comes to RTU Riga Business School's attention.

ETS Global shall have the sole and exclusive right, within its sole discretion, to determine whether or not to take any action on such infringement or misappropriation and, if action is to be taken, what course of action to take. RTU Riga Business School hereby consents to ETS Global that RTU Riga Business School shall provide reasonable and prompt cooperation and assistance to ETS Global and ETS Global's designated representative in connection with such action, at ETS Global's cost and expense.

ETS Global has the sole and exclusive right to employ counsel of its choice and to conduct, control and direct any and all litigation and settlement of any infringement (including unfair competition, passing off) actions, and any recoveries, damages and costs recovered through such actions shall belong solely and exclusively to ETS Global.

If the Products, the Services, the Tests, the Ecommerce Platform, ETS Global Offerings, the Intellectual Property Rights owned or held by ETS or any service provided by or on behalf of ETS Global is, or in RTU Riga Business School's or ETS Global' reasonable opinion, is likely to become, the subject of any claim arising from or alleging infringement, misappropriation or other violation of any right of a third party, ETS Global, shall have the option, at its expense, to (i) modify it so that it is non-infringing; or (ii) obtain for RTU Riga Business School a right to continue using it. If it is not commercially reasonable to perform either of the above options, then ETS Global may terminate the Agreement on notice and refund any amounts that ETS Global would possibly be required to refund to RTU Riga Business School.

7.5. Relationship Designation

Notwithstanding Section 7 RTU Riga Business School may make limited use, in relation to the performance of its obligations in this Agreement only, of the Relationship Designation, on promotional materials only, to advise the public of its relationship with ETS Global as EPA. Such use of the Relationship Designation shall not extend to any other form than the Relationship Designation and must comply with the Logos, Graphics and Trademark Guide that can be found in <https://www.etsglobal.org/legaldocs/>. ETS Global reserves the right to change, without prior notice, the Relationship Designation. ETS Global will inform the Company of the changes made and the Company agrees to abide by it.

7.6. Use of Product identifiers

RTU Riga Business School may make limited use, in relation to the performance of its obligations in this Agreement only, of the graphics and logos of ETS Products identifiers in accordance with the conditions set forth in the Logos, Graphics and

Trademark Guide that can be found in <https://www.etsglobal.org/legaldocs/>. ETS Global reserves the right to change, without prior notice, the graphics and logos of ETS Products identifiers. ETS Global will inform the Company of the changes made and the Company agrees to abide by it.

8. CONFIDENTIALITY AND OWNERSHIP OF DATA

8.1. Confidentiality of ETS Global Information

For purposes of this Agreement, Confidential Information means all trade secret and proprietary information held by ETS Global concerning the ETS Global Offerings, the Extranet, the processes and procedures ETS Global uses for administration of the Tests, the information it holds regarding the Candidates (including scores, demographic data, identifying data (including Candidate photographs), biographical data, responses to questions and comments), and financial and commercial information relating to ETS Global, including the amounts payable by EPA under this Agreement and the terms of this Agreement itself.

EPA agrees on behalf of itself, its directors, officers, employees, agents, affiliates and any other persons, that such Confidential Information will not be disclosed to any persons except to officers or employees of EPA on a need-to-know basis, in which case such disclosure shall be made solely to enable EPA fulfill its responsibilities hereunder. EPA will cause all persons to whom the Confidential Information has been disclosed to comply with the terms of this provision.

The obligations of EPA under this clause shall not apply to any information in the public domain, to information that EPA develops on its own without reference to any of the Confidential Information, to information which EPA can show by its written records EPA possessed prior to its disclosure by ETS Global or to information which EPA is required to disclose pursuant to a binding order of any court or government authority.

8.2. Ownership of Data

RTU Riga Business School understands and acknowledges that ETS Global is, and at all times shall remain, the sole and exclusive owner of all the Confidential Information and of any and all other information collected or obtained by RTU Riga Business School in the performance of its obligations hereunder, including without limitation, Candidate Scores, Candidate identifying and demographic data, biographical data, responses to questions asked of Candidates and comments of Candidates.

8.3. Data Protection; Confidentiality of Candidate Scores

ETS Global and EPA recognize the right of Candidates to privacy with regard to information supplied by them and about them that may be stored by or be under the control of either or both of the Parties. The Parties agree to safeguard such information from unauthorized or improper disclosure in a manner consistent with applicable data protection law and the ETS Global privacy policy available online at <https://www.etsglobal.org/Eng/Legal-Information>, as such privacy policy may be updated from time to time. The Parties will provide any Candidates or other persons whose personal data (being data from which a living person can be identified which

is stored electronically or on an organized filing system) is collected pursuant to this Agreement with such rights of access, modification, removal and opposition as is required under applicable data protection laws. On request, each Party shall each provide information to Candidates and any other persons as to how they may exercise such rights, and any such procedures implemented by a Party shall be in accordance with applicable data protection laws of Latvia and shall render to the other, such assistance and co-operation as is reasonably necessary or reasonably requested by the other party in respect of the same.

8.4. Obligations of RTU Riga Business School upon Termination / Expiration

Upon expiration or termination of the Agreement, RTU Riga Business School will promptly and at ETS or ETS Global's sole option, either return to ETS Global, or destroy and certify such destruction to ETS Global in writing, all Candidate Data, ETS material and ETS-Owned Technologies and Proprietary Materials in its possession.

8.5. Disclosure of Data to Third Parties

(A) EPA understands and acknowledges that many Candidates will be taking the Tests to satisfy certain legal requirements, such as immigration requirements, and in particular the requirements of an Immigration Authority ("Mandatory Qualification"). EPA shall implement all such procedures as notified to EPA by ETS Global in order to identify such Candidates in advance and shall follow any additional procedures regarding test administration and security for such Candidates as ETS Global may require from time to time.

(B) EPA understands that government authorities who recognize the Tests for purposes of candidates meeting a Mandatory Qualification may impose additional reporting requirements on ETS Global regarding the Tests, the Candidates and their results. This includes inter alia, the status of Candidate test results, Candidate photographs and the existence of concerns by ETS Global regarding the integrity of the Candidate results and/or or the integrity and security of the procedures used by EPA. EPA also understands that ETS Global may not be able to control the use of any such information once it is disclosed to government authorities. EPA hereby consents to the disclosure of such information to such government authorities, including an Immigration Authority. In addition, EPA shall ensure that it makes each Candidate aware that such disclosure may be made and that it obtains the consent for such disclosure from each Candidate at the time the Candidate registers for the Test. EPA understands that failure to obtain the consent of such Candidate may disqualify the Candidate from using the Test results to meet a Mandatory Qualification and EPA shall make each Candidate aware that this is the case.

8.6. RTU Riga Business School authorize ETS Global to use the name of RTU Riga Business School in commercial communication and marketing materials.

9. TERM AND TERMINATION

9.1. Duration

This Agreement becomes effective and remains in force for three years as of the date of the signature or until the amount of 30.000 EURO (excluding VAT) has been reached whichever comes earlier in accordance with the Term as defined in article 1.1.

9.2. Termination by ETS Global

ETS Global shall be entitled to immediately terminate the Agreement, without judicial intervention and any indemnity having to be paid to RTU Riga Business School, upon written notice to RTU Riga Business School in the event of a breach of the Standards provision (sub-Section 3.2), the Security provisions (sub-Section 3.11), the Intellectual Property provision (Section 7), and the Confidentiality and Ownership of Data provisions (Section 8).

9.3. Termination by either Party for Material Breach

Except as otherwise provided in the preceding Section 9.2, the failure by either Party to comply with any of its material obligations pursuant to this Agreement shall entitle the other Party to give to the Party in default, notice specifying the nature of the default and requiring it to cure such default.

If such default is not cured within fifteen (15) days following receipt of such notice the notifying Party shall be entitled, without prejudice to any other remedies available to it, to terminate this Agreement immediately upon written notice to the defaulting Party.

9.3.1 Termination on notice

ETS Global may terminate this Agreement at any time on giving sixty (60) days prior written notice to EPA.

9.4. Effect of Expiry or Termination

Upon expiry or termination of the Agreement, RTU Riga Business School will immediately (i) remove all references to ETS Global and ETS Global Offerings from their website, its locations and all Testing Sites; (ii) cease to hold itself out as an EPA and make any reference to ETS Global or its Products, Services or ETS-Owned Technologies and Proprietary Materials, (iii) cease to use any Product, Service, Test, the Ecommerce Platform, ETS Global Offerings, ETS-Owned Technologies and Proprietary Materials and any service provided by or on behalf of ETS and any Intellectual Property Right related thereto, (iv) deliver to ETS Global all Products, Services, Tests, ETS Global Offerings, ETS-Owned Technologies and Proprietary Materials and any service provided by or on behalf of ETS and printed materials, including without limitation advertising, promotional and instructional materials, Test materials, as well as all sales records of RTU Riga Business School necessary for ETS Global to ascertain any prior commitments made by RTU Riga Business School and (v) remit any and all payments due hereunder to ETS Global and (vi) deliver to ETS Global the TOEIC® Approved Test Centre Certificate. RTU Riga Business School shall not mention after the expiry or termination of the Agreement, without ETS prior written approval, its former relationship with ETS or ETS Global.

9.5. Survival

Sections 6 (as to any outstanding payment), 8, 10.3 and 11 will survive any expiration or termination of this Agreement in accordance with their respective terms. Provisions that do not survive will nonetheless be effective in determining the Parties' rights and obligations for conduct or events taking place before expiration or termination.

10. LIMITATIONS AND INDEMNITY

10.1. Limitation of Liability

ETS Global warrants that the Tests will operate substantially in accordance with ETS or ETS Global documentation. This warranty will not apply to any (a) modification of Tests; (b) the combination of the Tests with any products or services not provided by ETS Global; or (c) any use of the Tests that does not comply with the terms of this Agreement or ETS documentation. RTU Riga Business School's sole and exclusive remedy for a breach of this warranty will be to terminate this Agreement and receive a pro rata refund of the fees paid for the period following such termination. ETS GLOBAL DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES TO THE EXTENT PERMITTED BY APPLICABLE LAWS, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. In particular, ETS Global does not warrant that the Tests or the Ecommerce Platform will meet RTU Riga Business School's requirements or be error-free or uninterrupted and RTU Riga Business School acknowledges that the Tests or the Ecommerce Platform may be affected by the unavailability or degraded performance of the Internet, network elements or other causes outside ETS Global's control. Neither ETS Global nor ETS will be liable for Tests or Ecommerce Platform service interruptions or performance problems due to such causes. Therefore ETS (i) disclaims all warranties relating to the Ecommerce Platform and any of the ETS Global Offerings, including the Tests; (ii) disclaims any implication that use of an ETS Product or Service guarantees any level of performance or results; and (iii) ETS will have no liability to Clients or Candidates for damages resulting, or alleged to have resulted, from any failure to access a Product or Service, error or omission in Tests or score reports or any action taken or not taken by anyone based on the Candidate's scores from any Test or any use of an ETS Product or Service by RTU Riga Business School.

The Company warrants that the hardware and materials it will use in connection with the Ecommerce Platform will include a current version of a leading anti-virus application in efforts to detect, and if so detected, to eliminate, any computer code (sometimes referred to as "viruses" or "worms", and including, Trojan Horses, Easter Eggs, spyware, adware, rootkits, hoaxes, and extraneous programming) designed to damage, disrupt, disable, harm, or otherwise impede in any manner, the orderly operation of the Ecommerce Platform or any other software, data files, firmware, hardware, computer system or network of ETS or ETS Global.

10.2. ETS Global Disclaimer

ETS GLOBAL WILL NOT BE LIABLE UNDER THIS AGREEMENT, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, (a) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CLIENTELE OR ANY OTHER PECUNIARY LOSS) OR (b) FOR ANY DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO ALL PAYMENTS HEREUNDER IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY.

10.3. Indemnity

Company agrees to defend, indemnify and hold harmless the Indemnified Parties against any and all Claim made or brought against the Indemnified Parties in connection with (i) RTU Riga Business School's breach of sub-Section 2.3 and Section 7 and 8, (ii) any Claim related to or arising from RTU Riga Business School's distribution of the ETS Global Offerings or administration of the Tests; (iii) any

representation, warranty, or statement made by RTU Riga Business School relating to the ETS Global Offerings or Tests which is in conflicts with or expands on any materials provided by ETS Global to RTU Riga Business School, (iv) RTU Riga Business School's failure to comply with applicable laws, (v) any Claim in relation to content or material used by RTU Riga Business School and relating to, inter alia, obscenity, libel, slander, defamation and violation of rights of privacy or publicity. RTU Riga Business School will indemnify and hold ETS Global and the Indemnified Parties harmless from any and all judgments, damages, losses, costs, liabilities or expenses, including reasonable attorney's fees, suffered or incurred by ETS Global and Indemnified Parties in connection with any such Claim.

11. General provisions

11.1. Assignment

ETS Global has the right to assign all or any part of the Agreement to ETS any ETS Affiliate or ETS designee upon written notice to RTU Riga Business School.

RTU Riga Business School may only assign all or any part of the Agreement to a third party upon written notice and with the express written agreement of ETS GLOBAL.

11.2. Modification and Waiver

This Agreement may be modified throughout the Term hereof by mutual written agreement between the Parties. In no event may the terms of this Agreement be modified, deleted, supplemented or waived by any invoice, purchase order, receipt, acceptance or other document.

A failure by either Party to exercise any right or remedy hereunder, in whole or in part, or on one or more occasions, shall not be deemed either a waiver of such right or remedy to the extent not exercised, or a waiver of any other right or remedy on such occasion or on any succeeding occasion.

11.3. Compliance with laws

11.3.1. General

RTU Riga Business School will abide by all applicable local, provincial, national and/or international laws and regulations, including without limitation laws relative to Candidates with disabilities and to personal data protection, and will obtain and maintain in effect any and all necessary authorizations, licenses and permits for the provision of services hereunder.

11.3.2. FCPA and Other Anti-Corruption Legislation

RTU Riga Business School acknowledges that this Agreement and the activities carried out in performance of the Agreement are subject to the United States Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, as amended, and that this Agreement and the activities under this Agreement may also be subject to other applicable laws and regulations relating to the prevention of fraud, corruption, racketeering, money laundering and terrorism ("Anti-Corruption Legislation"). Therefore, RTU Riga Business School:

a. undertakes that neither it nor any person employed by it or representing it, shall offer, promise to give, give or authorize the paying or giving of anything of value, directly or indirectly, to any private or governmental person, including without limitation a domestic or foreign government official, anyone discharging the duties of a domestic or foreign government official, a political party, an official of a political party, or a political candidate (collectively, a "domestic or foreign governmental person"), for the purpose of influencing such private person's or domestic or foreign governmental person's acts or decisions or inducing such private person or domestic or foreign governmental person to use his influence with others who affect acts or decisions in order to obtain or retain business or direct business to ETS Global;

b. acknowledges that it, including its officers, directors and employees and any persons employed by Company or representing it for the purpose of acting as an agent for ETS Global or RTU Riga Business School under this Agreement, is forbidden from making payments to or soliciting or receiving payments directly or indirectly from any private person or domestic or foreign governmental person when it, or such agent, knows of or has reason to know that all or a portion of such payments will be offered, promised, given or received, directly or indirectly, for the purpose of influencing or inducing such private person or domestic or foreign governmental person to use influence improperly to affect the acts or decisions of a person to obtain, retain or direct business for its benefit or any of its agents or employees;

c. represents that no officer, director, partner, owner, principal, employee, or agent of said Party is an official or employee of a domestic or foreign governmental agency or instrumentality in a position to influence action or decision regarding the activities of said Party contemplated by this Agreement and each Party covenants that it will inform the other Party by written notice, if, and as soon as, any such person assumes such a position as official or employee of a domestic or foreign governmental agency or instrumentality while at the same time remaining an officer, director, partner, owner, principal, employee or agent of said Party, at which time the other Party has the right to terminate this Agreement without further liability to said Party. In the event of termination, terminating Party shall have any further obligation to perform under this Agreement and will not incur any liability for injury, damage, or delay caused to the other Party by such termination;

d. undertakes that it will provide ETS Global all reasonably required information and assistance in order for ETS Global to comply with its obligations under applicable Anti-Corruption Legislation;

11.4. Force Majeure

Any delays or failure of performance by either Party under this Agreement will not be considered a breach of this Agreement if and to the extent caused by a force majeure event, beyond its control, absolutely imprevisible and which makes it totally impossible or impracticable for such Party to comply with its obligations, such as acts of war or terrorism, civil or military disturbances, requisition, confiscation, commandeering, insurrections, nuclear or natural catastrophes, riot, civil commotion, rebellion, storm, tempest, fire, earthquakes, floods or acts of God. Such Party shall use its best efforts to avoid any such failure or delay of performance, to

minimise the effects of the same and to resume performance as soon as practicable under the circumstances.

Should the force majeure event last for more than thirty days, each Party may terminate this Agreement upon written notice to the other Party.

11.5. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Latvia. The Parties agree that any dispute concerning or resulting from the Agreement shall be discussed and negotiated in good faith. Parties shall meet as often as deemed necessary in order to resolve such dispute without the need for a formal procedure. If the Parties fail to resolve their dispute in good faith, the Parties agree that all disputes arising from or related to this Agreement shall exclusively be submitted to the competent court in Latvia.

11.6. Entire Agreement

This Agreement constitutes the entire obligation of the Parties hereto with respect to the subject matter hereof and shall supersede any prior expressions of intent or understandings, whether orally or in writing. Each of the Parties acknowledges that in agreeing to enter into this Agreement, it or he has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made by or on behalf of any other Party, orally or in writing, before the date of this Agreement.

The Parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement .

11.7. Severability

This Agreement is intended to be severable. If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remaining provisions shall continue to be enforceable to the fullest extent permitted by applicable law.

11.8. Details ETS Global

For Algeria, Armenia, Azerbaijan, Belarus, Belgium, Benin, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Congo Brazza, Congo (The Democratic Republic of the), Cote D'Ivoire, Denmark, Djibouti, Egypt, Equatorial Guinea, Estonia, Faroe Islands, Finland, France, Gabon, Georgia, Guinea, Iceland, Italy, Kazakhstan, Kyrgyzstan, Latvia, Liberia, Lithuania, Liechtenstein, Luxembourg, Madagascar, Mali, Mauritania, Morocco, Netherlands, Niger, Norway, Russian Federation, Rwanda, San Marino, Senegal, Sweden, Switzerland, Togo, Tajikistan, Tunisia, Turkmenistan, Ukraine, Uzbekistan:

ETS Global

43-45 rue Taitbout

75009 – Paris

France

Tel: +33 (0) 1 40 75 95 20

Fax: +33 (0) 1 42 56 65 27

for France E-mail: serviceclient@etsglobal.org

For all other countries Email: contact-emea@etsglobal.org

For Afghanistan, Albania, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Greece, Hungary, Kosovo, The Former Yugoslav Republic of Macedonia, Malta, Republic of Moldova, Montenegro, Poland, Romania, Serbia, Slovakia (Slovak Republic), Slovenia, Turkey:

Educational Testing Service (ETS)Sp. z o.o., oddział w Polsce
ul. Barska 28/30
02-315 Warszawa
Poland
Email: contact-pl@etsglobal.org Tel. + 48 22 890 00 17
Fax + 48 22 391 98 11
E-mail: contact-pl@etsglobal.org

For Ireland, South Africa, Kenya, Ghana, Nigeria, Angola, Botswana, Lesotho, Malawi, Mauritius, Mozambique, Namibia, Swaziland, Tanzania, Zambia, Zimbabwe :

ETS Global
43-45 rue Taitbout, 75009 Paris, France
Phone: +33 (0)1 34 40 27 68
Fax: +33 (0) 1 42 56 65 27
Email: contact-emea@etsglobal.org

For Jordan, Iraq, Kuwait, KSA, Yemen, Oman, Bahrain, Qatar, UAE, West bank and Gaza Strip, Sudan, Libya, Lebanon, Iran:

Educational Testing Service (ETS)GBV
Jordan office
Al Madinah Al Monawarah St.
Al Kilo Circle
Khalaf and Eshtie Tower
Office # (707), 7th floor
P.O. Box 141296
Amman 11814, Jordan
Tel.: +962 5833908
Fax: +962 65826476
E-mail: contact-me@etsglobal.org

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have executed this Agreement, on the date set forth above their respective name.

Riga Technical
University
Date:
Name: Ingars Erins
Signature:

ETS Global BV
Date:
Name:
Signature:

Appendix 1

GENERAL TERMS AND CONDITIONS

1. Access to the ecommerce platform

1.1 In order to access the dedicated part of the Ecommerce Platform and to be able to purchase Products or Services, You must be a Registered User and have a Company Account. Some Products and/or Services can only be purchased following online validation of a contract.

1.2 The business creation form will need to be completed and/or validated by the Company Legal Representative. Registered Users will be allocated a login name and password by ETS Global for his/her individual Profile. These passwords and logins are strictly private and confidential and must not be passed on or shared with any third party.

Every Registered User must agree to be bound by the terms of the Agreement as if he/she was the Company.

1.3 Profiles

1. The Account Administrator:

The Account Administrator is able to create and edit all Registered User Profiles; he/she can create/edit sections concerning locations and rooms and access all areas of the Ecommerce Platform, except the contract management section. The Account Administrator will create additional Profiles linked to the Company Account, namely Purchaser, Accountant, Legal Representative and Group Administrator Profiles, as described below:

2. Purchaser Profile:

The Purchaser can order Products and/or Services and has access to various sections except: "PENDING" contracts, Account creation/edition and Locations and Rooms tabs.

3. Accountant Profile: The Accountant can only access the "Homepage", the dedicated area of the Ecommerce Solution that lists the orders sent and invoices received by the Purchasers or Account Administrator in the Company and the "News" and "Events" pages.

4. Legal Representative Profile: The Legal Representative can view the "Homepage", the "News" and "Events" pages, the Company Profile page and the Contract section of the Account. The Legal Representative is responsible for compliance by the Company with the terms of the Agreement and electronic validation of contracts for the purchase of Products and Services.

- 1.4 Each Profile under article 1.3 may be held concurrently by the same individual or by several individuals, each of whom will be registered under the relevant profile as a Registered User. Each Profile can only be used by the Registered User registered under that Profile.
- 1.5 Each Registered User is granted a different access to sections and sub-sections of the Ecommerce Platform, depending on the profile under which the Registered User is registered.

2. ORDER PROCESS

2.1. Booking Public Test Session Appointments.

The Purchaser must search for availabilities for Public Test Sessions on the search engine of the Ecommerce Platform. Once the Purchaser has selected a Public Test Session available, he/she shall then register the Candidates and provide complete and accurate contact information for the latter.

Once the Public Test Sessions Appointments are booked, an email of confirmation is automatically sent to the email address provided by the Registered User. When booking an appointment for a Public Test Session or thereafter, ordering Products and/or Services might affect the conditions for cancellation.

Public Test Session Appointments are provided in consideration of a price which appears in a final invoice generated by ETS Global. and is available in the "Invoice" section of your account. A copy is sent by email to the Purchaser, Account Administrator and Accountant profiles.

The Test Session becomes "Locked" a set number of days prior to the Public Test Session scheduled date, depending on the Test and the Territory.

Should rescheduling of a Test Session be made necessary due to a service disruption, over bookings or Test Center closure, Candidates must be offered the possibility to reschedule within (6) six months from the appointment date of the Test Session or request a refund.

The EPA shall pay ETS Global one hundred percent (100%) of the price per Test in set forth in the Agreement for each no show in connection with Authorized Administrations of the TOEIC ® Speaking and Writing Test in the Territory.

2.2. Booking Private Test Session Appointments

The Account Administrator can book a Private Test Session through the Ecommerce Platform by providing all the required information, including but not limited to the date that would be convenient for the session, the number of Candidates expected and the name(s) of the Test Centre Administrator(s).

After the locked delay, should a Test Session have to be rescheduled by the Company, the Company will inform ETS Global about the new proposed date. ETS Global will validate and the Company will be authorized to keep the test material. If the new date exceeds 10 days, then the test material must be sent back to ETS

GLOBAL and a new test session must be ordered by the Company.

Private Test Session Appointments are provided in consideration of a contractual price which appears in a pro forma invoice generated by ETS Global. An order can be amended until the Test Session is displayed under the position "Locked", a set number of days before the session date.

After the "Locked Date" an automatic email will be sent by the logistics department of ETS Global ordering the parcel to be shipped to the EPA shipment address specified in the order.

The Company understands that the Test Session becomes "Locked" a set number of days prior to the Private Test Session scheduled date, depending on the Test and the place where it is being taken.

The Account Administrator will systematically ensure that the Testing Site complies with the following requirements:

(a) Location of Private Test Sessions

Private Test Sessions will be organized by the Account Administrator at the Testing Site, which can be, in relation to Private Test Sessions, the premises of the Company or of its Clients or at another site designated for this purpose in accordance with the Test Administration Manual and the Administration Procedures.

The Account Administrator undertakes to show the rooms in which the Private Test Session will take place to ETS Global employees upon their request and provide them with all necessary information concerning the Testing Site. ETS Global will only authorize the use of a room for a Private Test Session once it is satisfied that the Company meets the relevant conditions.

The Account Administrator must use the rooms that have been authorized by ETS Global in the exact same state, for subsequent Private Test Sessions. Should a new room have to be used, ETS Global must be informed at least (1) one month prior to the occurrence of the Private Test Session in order to obtain prior authorization for such change.

ETS Global has the right to carry out announced and unannounced inspections of Test locations in order to ensure that the terms of this section are complied with by the Company.

The Account Administrator will have the Test Center Administrators trained at the Company's expense by ETS Global. Such training is a material condition for the performance of the Agreement. The Account Administrator must ensure that every Private Test Session is administered by a properly trained Test Center Administrator.

Any amendment to the list of Test Center Administrators must be notified to ETS Global.

(b) Private Test Sessions Conditions and Control

The conditions to organize Private Test Sessions are defined in the Administration Guide for each Test and in the Test Administration Manual and the Administration Procedures. These documents, of which the Company acknowledges it has perfect knowledge, describe the conditions for passing the Tests, the security requirements and Intellectual Property Right of ETS and ETS Global. ETS Global reserves the right to change, without prior notice, the conditions specified in the Administration and Procedure Guides. ETS Global will inform the Company of the changes made and the Company agrees to abide by it.

(c) Security

The Company undertakes to strictly comply with the conditions and procedures specified in the Test guides and in the Test Administration Manual and the Administration Procedures and to notify ETS Global immediately by using the report enclosed in the Test Administration Manual and the Administration Procedures of the identity of any person found cheating or who may have compromised the security of the Test.

(d) Number of Candidates and invoicing

With respect to Private Test Sessions (TOEIC® Listening and Reading, TOEIC Bridge™, TFI™), all booklets that have been unsealed, regardless of whether they have been used, will be invoiced to the Company. In any case, a minimum of at least 3 tests will be invoiced by ETS Global to the Company for each Private Test Session organized.

With respect to Private Test Sessions for the TOEFL® ITP, every test ordered will be invoiced, regardless of whether or not the Tests have been unsealed.

2.2.1. Private Session Models

There are two booking models available for the creation of a private session:

1. Standard (Without Identification of Candidates):

The Purchaser must create the Private Test Session by filling in the online form on the Extranet, and indicate all the required details pertaining to the session.

The model allows the Purchaser to add Complementary Products or Services, the Candidates, to its order. No private account will be created by ETS Global for attending the private session and it is the Purchaser's responsibility to inform the Candidates of their session details.

2. Specialized (With Identification of Candidates):

The Purchaser must create the Private Test Session by filling in the online form on

the Extranet, and indicate all the required details pertaining to the session, as well as the names, email addresses and other information as requested by ETS Global, of the Candidates who are to attend the session. This list can be amended until the Locked Date of the session. The model allows the Purchaser to add complementary Products or Services for specific Candidates. An automatically generated email will be sent to the Candidate confirming his/her Private Test Session Appointment.

Private Test Session Appointments are provided in consideration of a contractual price which appears in a pro forma invoice generated by ETS Global. An order can be amended until displayed under the position "Locked", a set number of days before the session date. A final invoice is then generated by ETS Global when the Test is scored, according to Section 2.2.d above, and is available in the "Order" section of the account. A copy is sent by email to the Purchaser, Account Administrator and Accountant profiles.

The order is locked 11 to 15 days before the date of the Test, depending on the place of occurrence of the Test.

2.3. Online Preparation Materials

Online Preparation Materials and/or Products are purchased in consideration for a price which is displayed in Your shopping cart and becomes final when the Account Administrator validates his/her choice as to the Online Preparation Materials he/she wishes to order.

It is Your responsibility to check up the technical requirements for providing each Product. The technical requirements are specified in the description of each Product on the Ecommerce platform.

For technical reasons, cancellation and reimbursement of Online Preparation Materials and/or Products is not possible.

2.4. Test Security

If the received materials are damaged or do not correspond to your order, or You encounter delivery problems, You must call our provider at +33134402768 or send an e-mail to logistic@etsglobal.org. It is understood and acknowledged that Test materials must never be left unattended when they are outside a locked storage area.

The Company shall keep strict records (which shall include, without limitation, the delivery notes included with each order) of all ETS-Owned Technology and Proprietary Materials under its responsibility and shall provide ETS Global with these records within 2 working days, upon request. The Seating Plan and attendance roster must always be sent to ETS Global along with the test materials.

After a Test Session for a paper based test, all used and unused materials must be sent back within 2 working days, for scoring, to the following address:

ETS Global, 43-45 rue Taitbout, 75009 Paris, France

The Company undertakes to notify ETS Global by filing an Irregularity Report as can be found at <https://www.etsglobal.org/legaldocs/>, in relation to any breach concerning directly or indirectly the security of Test materials and Test administrations, including without limitation, Candidate misconduct, irregularities, identification documents, and use of prohibited items, and to provide ETS Global and ETS with any assistance reasonably requested in this regard.

In case of infringement of the provisions of this section by the Company, ETS Global is entitled to immediately terminate the Agreement.

2.5. Test Center Administrators

At all times, Test Center Administrators certified by ETS Global must be present at Test Sessions in sufficient numbers to supervise Testing Sites and Candidates in accordance with the Test Administration Manual, the Administration Procedures and Supplements attached hereto.

2.6. Answer Sheet Scoring Term for paper based tests

Tests are scored at ETS Global, 43-45 rue Taitbout, 75009 Paris, France and a Test score report is issued in accordance with ETS score reporting procedures.

Test score reports and Test certificates are issued to Candidates by ETS Global for Tests taken at Public Test Sessions and Private Test Sessions, in accordance with ETS certificates procedures.

With ETS Global's standard scoring service, Tests are scored within 7 business days of their arrival back at the scoring office and within 3 business days for express scoring, if this service is available. The express scoring service must be ordered while ordering the session online.

For public appointment, the invoice will be generated automatically as soon as the order is completed. For private session, a printable view of the purchase order will be generated automatically as soon as the order is completed. Requests of Candidates or the Company to verify scores will be addressed by ETS Global within 7 days, and may be subject to a fee.

2.7. Disability

ETS Global has an active policy to give access to people with disabilities. ETS Global has staff in charge of analyzing on a case by case basis the special needs and of providing a solution, subject to the capabilities of ETS Global. The Account Administrator must contact ETS Global before the test to receive the information related to Disabled Test Candidates. EPA agrees that, throughout the Term hereof, it will abide by all applicable laws, rules and regulations, including without limitation laws relative to candidates with disabilities and agrees to accommodate all Candidates with disabilities.

2.8. Special Discount

Special Discounts must be agreed in writing with ETS Global. In the event that any Special Discount conditions apply, Candidates may only qualify for the Special Price upon presentation of evidence of their status on the day of the Test Session. If satisfactory evidence is not presented, the EPA may refuse the Candidate who will not be refunded.

3. Ordering Products

- 3.1 Products are purchased in consideration of a price which is displayed in Your shopping cart and the order becomes final when the Purchaser confirms the choice of Products he/she wishes to order.
- 3.2 ETS Global reserves the right to amend the prices and payment of terms of the Products and Services at any time, taking into consideration the evolution of the cost of such Products and Services. All amended prices and payment terms shall become effective immediately once they are posted on the Ecommerce Platform.
- 3.3 The Company shall be informed of any amendment to the price or payment terms of Products or Services as soon as it is posted on the Ecommerce Platform. ETS Global will also give the Company the option to terminate an outstanding purchase which is affected by such amendment should the Company not agree to such price variation.
- 3.4 Prices indicated on the Company's invoice are exclusive of all sales taxes and VAT. Delivery costs are indicated to the Purchaser when Products are ordered online and will appear on the final invoice.

4. Return and cancellation Policy

4.1. Return policy for Products

If the Company is not satisfied with the Product purchased, it may return the Product within 7 calendar days from the date of receipt, at its own expense, with the corresponding invoice and return number provided to the Company by ETS Global's customer service to the address indicated by the customer service in the e-mail which will be sent to You by ETS Global customer service.

Should the Company wish to return a Product, please inform ETS Global customer service at contact-emea@etsglobal.org.

The Product shall be returned to ETS Global, at Company's costs, by registered post with acknowledgement of receipt and an insurance shall be subscribed by the Company with the carrier for the value of the said Product. ETS Global will not reimburse a Product lost during return shipment.

Only new and complete Products returned in their original packaging in accordance with the above provisions will be accepted.

Any Product that has been damaged, or shows obvious signs of use or that is not in its original packaging, or is in a packaging which is worn beyond simply opening the

Product, will not be refunded.

Products which can be reproduced such as video or audio recordings (CDs, DVDs, tapes etc.) will not be refunded if not returned in their original sealed packaging.

Products returned without a return number will not be refunded. If You have lost Your return number, ETS Global customer service will provide You with a new one upon request.

Subject to compliance with the terms of this section, ETS Global will reimburse You by issuing a credit note which will be sent to You within 30 calendar days from the date the Product is received by ETS Global. ETS Global reserves the right to offset credit amounts against outstanding payments.

In case of non-compliance with the terms of this section, the Products will be sent back to You upon request at Your expense. We will request that You send to ETS Global the amount of the shipping costs by check or wire transfer prior to returning the Products to You.

4.2. Return of faulty Products

If the Company wishes to return a Product that it considers to be faulty, defective, or that has been incorrectly delivered in accordance with a valid order, it must inform ETS Global's customer service thereof at contact-emea@etsglobal.org and state the reasons for returning the Product. ETS customer service will provide a return number.

Faulty, defective, or incorrectly delivered Products may only be returned at Your expense to: ETS Global, 43-45 rue Taitbout, 75009 Paris, France and must be received by ETS Global within 15 calendar days from the date of receipt of the Product by the Company.

The faulty Product shall be returned to ETS Global by registered post with acknowledgement of receipt and an insurance shall be subscribed by the Company with the carrier for the value of the said Product. ETS Global will not reimburse Products lost during return shipment.

Only new and complete Products will be accepted, returned in their original packaging in accordance with the following provisions.

Any Product that has been damaged, bears obvious signs of use, that is not in its original packaging or that is in a packaging which is worn beyond simply opening the Product, will not be reimbursed.

Upon receipt of the returned Product, ETS Global will determine whether the Product is faulty, defective, or was incorrectly delivered despite a valid order placed by the Company.

Subject to compliance with the terms of this Section, ETS Global will reimburse any Product correctly returned in accordance with the above provisions and which ETS Global agrees is faulty, defective, or has been incorrectly delivered despite a valid

order, by issuing a credit note within 30 calendar days, from the date the Product is received by ETS Global.

In case of non-compliance with the terms of this article, the Products will be sent back to the Company, upon request, at the Company's expense. ETS Global will request that You send to ETS Global the amount of the shipping costs by check or wire transfer prior to returning the Products to You.

4.3. Cancellation of Services by the Company

- Cancellation of Public Test Session Appointments

Should You wish to cancel a Public Test Session Appointment, you may do so through the Ecommerce Platform. Cancellation is only possible prior to the Locked Date of the Session.

Please note that:

- Any Public Test Session Appointment cancelled prior to the Locked Date of the Session will be subject to a cancellation fee equal to 20% of the end user purchase price.
- There are NO REFUNDS for Public Test Session Appointments cancelled on or after the Locked Date of the scheduled Public Test Session.

- Cancellation of a Private Test Session

You can cancel a Private Test Session on your dedicated area of the Ecommerce Solution.

Please note that:

- Before the Locked Date, it is possible to cancel the session online without a cancellation fee.
- Any Private Test Session Appointment cancelled after the Locked Date of the Private Test Session will be subject to a cancellation fee. Test materials must be returned to ETS Global, together with its tracking number and using a secured carrier, at the Company's expense.

4.4. Cancellation or postponement of Services by ETS Global

ETS Global reserves the right to cancel or postpone any Test Session without being subject to any penalty or indemnity. Should ETS Global cancel or postpone a Test Session, You will be informed by e-mail prior to the date originally planned for the Session and You will be given the opportunity to get a full refund of the price paid or to reschedule a new Test Session.

ETS Global is not responsible for any loss or damage suffered as a result of the cancellation/postponement of a Test Session. ETS Global shall assume no liability whatsoever in the event of a Test Session being cancelled, rescheduled or

postponed due to a force majeure event, as described in Section 11.4 of the Agreement.

4.5. Shipment table for Products and Services: General

Product type	Shipping conditions/Price
Books	Shipment covered by RTU Riga Business School
Private Session materials requiring delivery to Company	Shipment covered by ETS
Online Products	Sent online
Products and Services requiring delivery to Company	Shipment covered by ETS
Return of test material requiring delivery to ETS Global	Shipment covered by the company

5. Disclaimer of Warranties and limitation of liability

This Ecommerce Solution is provided by ETS Global on an "as is" and "as available" basis. ETS Global makes no representations and warranties of any kind, express or implied as to the functioning of this Ecommerce Solution or as to the information, content, Products and Services provided on or through this site.

ETS Global will not be liable for any malfunctioning, non-availability or adverse conditions of use of the Ecommerce Solution resulting from improper hardware, problems experienced by the Company's Internet service provider or disruption of the Internet networks or any other reasons outside the control of ETS Global.

ETS Global does not guarantee that the Ecommerce Solution will function without interruption or error. In particular, the use of the Ecommerce Solution may be interrupted at any time for maintenance purposes, updates or technical improvements, or to develop its content and/or presentation. Whenever possible, ETS Global shall inform the Company prior to maintenance works or updates.

6. Use of Ecommerce Platform

Under this Agreement, ETS Global gives permission to access and use the Ecommerce Solution for professional use and for the performance of Your obligations under the Agreement and, when applicable, to copy, distribute and/or transmit materials available via the Ecommerce Solution only to the extent that such copying, distribution, and transmission is part of Your obligations under the Agreement and automatically done through browser software incidentally to using the Ecommerce Solution for professional use. You may also print a copy of the information displayed on the Ecommerce Solution for Your professional use. That means, that except as set forth above, You may not modify, reformat, copy, display, distribute, transmit, publish, license, create derivative works from, obtained by Your use of the Ecommerce Solution or reverse engineer, decompile, disassemble or in any way attempt to create source code from any software contained within the Ecommerce Solution. This restriction means, amongst other things, that You may not mirror on Your own ecommerce solution any portion of the Ecommerce Solution or display through Your own ecommerce solution any results pages or other information from the Ecommerce Solution without ETS Global's prior express permission.

The underlying technology, and contents of, the Ecommerce Solution is owned by ETS and is protected by copyrights and other intellectual property or proprietary rights. If You use the Ecommerce Solution in any other manner than as provided above, You may violate applicable (intellectual property) legislation and be subject to penalties. ETS owns and retains all ownership of the underlying technology and contents of the Ecommerce Solution, and reserves all rights that have not been expressly granted to the Company in this Agreement.

When using this Ecommerce Solution, the Company represents and warrants that:

- the information provided to ETS Global is not false or misleading;
- it will not violate any applicable law or regulation;
- it will not infringe any copyright, patent, trademark, or other intellectual property right of any third party.

7. GENERAL PROVISIONS

7.1. Group Contract

A Group Contract unifies the terms and conditions applicable to orders of Products or Services for a designated group of entities, which means that the contract is managed by one entity: the "Leading Entity". In that case, other entities can be added from time to time to the Group Contract, they become subject to the same terms and conditions as the Leading Entity.

Any amendment to the Group Contract will automatically be applied to all entities included the designated group.

A Group Contract is managed by the Group Administrator of the Leading Entity.

Please note that if an entity is added to the Group Contract, the Legal Representative of the group must validate the contract again, so that it applies to all entities, including the newly added entity.

7.2. Availability

Please note that we will honor Your order as soon as the Products become available in stock.

In the event that one of the Products ordered is not in stock, we will contact You within 5 working days minimum from the date of Your order to inform You of the expected delivery of the Product. Such delivery time shall not exceed 40 calendar days from the date of your order.

7.3. Delivery and Risk of Loss

ETS Global will exert its best efforts to deliver the Products purchased on the Ecommerce Solution within 10 to 15 business days from the Locked Date.

ETS Global will only deliver products to the address indicated by the Purchaser when it placed his/her order. It is the responsibility of the Purchaser to provide an address that is correct and that can be located easily. All Products purchased on the Ecommerce Solution and all Test materials for Your hosting of a Test Session are transported and delivered to You by an independent carrier not affiliated with, or controlled by, ETS Global. Title to the Products purchased on the Ecommerce Solution, as well as the risks of loss for such Products, pass to You upon delivery by ETS Global to the carrier to the address indicated by the Purchaser.

The loss of Test booklets constitutes an important financial damage since ETS Global needs to withdraw that Test version from the market. Financial damage due to negligence on the part of the Company will be assessed by ETS and the Company. Additional damages will be due if the loss caused by the Company is intentional.

The cost of shipping the Products is indicated on the Ecommerce Solution. Please refer to the table on 4.5 for details on delivery conditions of Test materials to the Company.

Upon completion of the Test Session, Test materials must be returned to ETS Global, together with its tracking number and using a secured carrier, at the Company's expense.

7.4. Control over features, functions and Access to the Ecommerce Platform

ETS Global reserves the right to change any information, features and functions of the Ecommerce Solution without prior notice.

ETS Global may deny access to the Company or to any Registered User using one of the Company's Profiles without prior notice if the Company or any of the Registered Users using one of its Profiles engages in any conduct or activity that ETS Global considers, in its sole discretion, to violate this Agreement, the rights of ETS Global or the rights of any third party, or considers to be otherwise inappropriate.

The Company shall indemnify ETS Global for any loss or damage arising out of or in connection with the use, by the Company or any Registered User using one of the Company's Profiles or otherwise in connection with this Agreement.

8. THIRD PARTY BENEFICIARY

- 8.1 ETS is a third party beneficiary under the Agreement. Therefore, ETS shall have the right to directly enforce against the Company the provisions of the Agreement relative to ETS-Owned Proprietary Materials, compliance with the ETS documentation, and Test security. The Company understands and agrees that its breach (or threatened breach) of any of the Intellectual Property Rights of ETS and/or of the Company's confidentiality obligations under the Agreement would cause irreparable harm to ETS for which monetary damages, even if awarded, would not constitute adequate compensation. The Company agrees that, notwithstanding anything to the contrary contained in the Agreement, ETS is entitled to equitable relief by way of temporary and permanent injunctions and any other relief that a competent jurisdiction may deem just and proper.
- 8.2 The Agreement shall terminate immediately upon the termination of the agreement between ETS and ETS Global regarding all Test delivery platforms, unless the Agreement is assigned to ETS in accordance with the provisions of the Agreement.

ETS Global
VAN LENT Gerben

Riga Technical University
Ingars Erins