

GENERAL SERVICE AGREEMENT

THIS AGREEMENT IS MADE between the **CLIENT COMPANY** and **DIGITAL MARKETING INSTITUTE LIMITED** upon signature (EFFECTIVE DATE) of a DMI General Service Agreement and Schedule of Services contract document.

1. SCOPE AND MANNER OF SERVICES

- 1.1. THE CLIENT hereby engages DIGITAL MARKETING INSTITUTE to provide the services outlined in EXHIBIT A, which is incorporated and made a part of this Agreement (the "Services").
- 1.2. DIGITAL MARKETING INSTITUTE hereby accepts the obligations contained in this Agreement and subject to terms and conditions hereinafter set forth agrees to provide the Services.
- 1.3. DIGITAL MARKETING INSTITUTE shall also provide additional services specified in any future Exhibit that may be agreed to between the parties in writing. If THE CLIENT wishes to change the scope of the Services covered by this Agreement or wishes to obtain additional services not initially covered by this Agreement and/or not listed in an Exhibit, THE CLIENT shall so advise DIGITAL MARKETING INSTITUTE and shall submit specifications to DIGITAL MARKETING INSTITUTE. After receipt of the specifications, DIGITAL MARKETING INSTITUTE shall provide THE CLIENT with a cost estimate for performing the changed or additional services. Each work assignment shall be governed by the terms and conditions of this Agreement and by such supplementary written amendments of this Agreement or Exhibits as may be, from time to time, executed between the parties. In the event of a conflict between the terms of this Agreement and an Exhibit, the terms of this Agreement shall govern.
- 1.4. DIGITAL MARKETING INSTITUTE hereby warrants and undertakes as follows:
 - 1.4.1. All Services provided by DIGITAL MARKETING INSTITUTE shall be conducted with reasonable care and skill and where applicable, in accordance with local laws, regulations and codes of practice.
 - 1.4.2. DIGITAL MARKETING INSTITUTE shall perform the Services efficiently and within the time frames set out in Exhibit A. DIGITAL MARKETING INSTITUTE agrees that time shall be of the essence in relation to its obligations hereunder; and
 - 1.4.3. DIGITAL MARKETING INSTITUTE shall at its own cost ensure that at all times throughout the term of this Agreement there is an adequate number of properly trained and qualified employees to provide the Services in accordance with the Agreement.
- 1.5. THE CLIENT and DIGITAL MARKETING INSTITUTE acknowledge and agree that Affiliates of either party may request or perform the Services, as the case may be, pursuant to this Agreement by executing an Exhibit in accordance with this Agreement. "Affiliate" means, with respect to a party of this Agreement, any other legally recognizable entity directly or indirectly controlling, controlled by, or under control with such entity. Upon execution of an Exhibit, the parties to the Exhibit shall assume the respective rights and obligations of this Agreement for the purposes of such Exhibit.
- 1.6. THE CLIENT shall have the right to terminate this Agreement with immediate effect:
 - 1.6.1. where the DIGITAL MARKETING INSTITUTE or its shareholders, owners, or affiliates become designated as a Restricted Party. For purposes of this Clause 1.6.1, a "Restricted Party" is any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by THE CLIENT and/or its affiliates are prohibited or restricted.

2. FORCE MAJEURE

"Force majeure" means war, emergency, accident, fire, earthquake, flood, storm, act of God, industrial strike or other impediment which the affected party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this contract or to have avoided or overcome it or its consequences.

A party affected by force majeure shall not be deemed to be in breach of this contract, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this contract to the extent that the delay or non-performance is due to any force majeure of which it has notified the other party.

If any force majeure occurs in relation to either party which affects or is likely to affect the performance of any of its obligations under this contract, it shall notify the other party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform.

If the performance by either party of any of its obligations under this contract is prevented or delayed by force majeure for a continuous period in excess of three months, the Parties shall negotiate in good faith, and use their best endeavours to agree upon such amendments to this contract or alternative arrangements as may be fair and reasonable with a view to alleviating its effects, but if they do not agree upon such amendments or arrangements within a further period of 30 days, the other party shall be entitled to terminate this contract by giving written notice to the party affected by the force majeure.

3. COMPENSATION & EXPENSES

3.1. As compensation for its provision of the Services, THE CLIENT shall pay DIGITAL MARKETING INSTITUTE professional fees in the amounts specified in EXHIBIT A attached hereto and/or in any subsequent Exhibit agreed to by the parties. Should the scope of the Services change, the fee to be paid by THE CLIENT as set forth in any Exhibit will be adjusted as mutually agreed upon in writing by THE CLIENT and DIGITAL MARKETING INSTITUTE.

3.2. If THE CLIENT has any reason for disputing any part of the invoice supplied by DIGITAL MARKETING INSTITUTE, THE CLIENT will notify DIGITAL MARKETING INSTITUTE within fourteen (14) calendar days of receipt by THE CLIENT, and if no such notification is given, then the invoice will be deemed valid. The portion of DIGITAL MARKETING INSTITUTE invoice which is not in dispute will be paid in accordance with the procedure set forth herein. DIGITAL MARKETING INSTITUTE shall issue a new invoice for that portion not in dispute.

3.3. Payment to DIGITAL MARKETING INSTITUTE shall be by bank transfer as per the agreed Payment Terms outlined in EXHIBIT A.

3.4. Taxes

3.4.1. Each party shall be responsible for its own taxes, duties, levies, imposts, assessments, deductions, fees, withholdings or similar charges imposed on or measured by net income or overall gross income (including branch profits), gross receipts, capital, ability or right to do business, payroll, property and franchise or similar taxes pursuant to applicable law. Except as otherwise provided specified, DIGITAL MARKETING INSTITUTE shall be responsible for all applicable taxes, tariffs and duties, including withholding, value added, sales and use, stamp, payroll and employment taxes, and any other similar charges assessed by any government authority with respect to the Services rendered by DIGITAL MARKETING INSTITUTE under this Agreement.

3.4.2. THE CLIENT shall be entitled to withhold or deduct from any payment due to DIGITAL MARKETING INSTITUTE any taxes, fees, duties, charges, or similar payments as required by applicable laws, such payment shall decrease by an equivalent amount, and such withheld amount shall be treated as paid to DIGITAL MARKETING INSTITUTE. Upon DIGITAL MARKETING INSTITUTE 's written request, THE CLIENT will provide to DIGITAL MARKETING INSTITUTE reasonable documentation that evidences THE CLIENT's payment of any tax on behalf of DIGITAL MARKETING INSTITUTE. THE CLIENT may report payments made to DIGITAL MARKETING INSTITUTE as required by applicable laws and regulations. The parties agree, upon request, to use all reasonable efforts to obtain or provide any valid certificate, form, or other document or information from any governmental entity or any other person as may be necessary to lawfully withhold, report, mitigate, reduce or eliminate any tax that could be imposed on the payments contemplated by this Agreement. DIGITAL MARKETING INSTITUTE shall indemnify and hold harmless THE CLIENT for any withholding agent liability for withholding taxes, including interest and penalties thereon.

3.4.3. Except as otherwise agreed to in writing between the parties, all fees and expenses are exclusive of any value added tax, ad valorem, goods and services or similar tax chargeable on the supply or deemed supply of goods or services, sales and use taxes, transaction taxes, consumption taxes and other similar taxes required by applicable law to be imposed on the Services and borne by THE CLIENT, including any interest, penalties or other additions to tax thereon required under applicable Law ("VAT").

If any VAT is required in respect of any payments under applicable law, THE CLIENT shall pay VAT at the applicable rate in respect of any such payments following the receipt of a valid VAT invoice in the appropriate form issued by the payee in respect of those payments, such VAT to be payable on the later of the due date of the payment to which such VAT relates and sixty (60) days after the receipt by THE CLIENT of the applicable valid invoice relating to that VAT payment.

DIGITAL MARKETING INSTITUTE hereby agrees to segregate and allocate fees on each of its invoices between amounts subject to VAT and amounts not subject to VAT.

THE CLIENT shall not be responsible for any penalties and interest resulting from the failure by the DIGITAL MARKETING INSTITUTE to collect (if not included on a timely and valid VAT invoice), report or remit any such VAT.

DIGITAL MARKETING INSTITUTE shall provide notice to THE CLIENT of the VAT it determines is required to be included on invoices pursuant to this Section 2.5, and the legal basis therefore, at least fifteen (15) days prior to the first valid VAT invoice issued to THE CLIENT which include such determined VAT, or any changes to such determination, to provide THE CLIENT a reasonable opportunity to furnish certificates, documentation or other information that would eliminate or minimize such VAT under applicable law. The parties will reasonably cooperate to issue valid VAT invoices for all amounts due under this Agreement consistent with VAT requirements. The parties shall reasonably cooperate to report, eliminate or minimize the amount of any such VAT imposed on the transactions contemplated in this Agreement, including the use of valid and sufficient certificates, documentation and other information under applicable law.

4. CONFIDENTIALITY

4.1. With respect to any and all information including, but not limited to, protocols, data forms, business plans, financial projections, agreements with third parties, patents, patent applications, research, product plans, products, services, customers, market developments, inventions, processes, designs, drawings, marketing, finances and study results acquired by DIGITAL MARKETING INSTITUTE from THE CLIENT, as a result of this Agreement or from performance of the Services to be rendered hereunder, DIGITAL MARKETING INSTITUTE agrees that it will keep such information confidential and will not use said information other than for the purposes of this Agreement. In addition, it will not disclose any of said information to any third party except pursuant to the purposes of this Agreement. DIGITAL MARKETING INSTITUTE further agrees that if any such disclosure to a third party is made it will ensure that such third party also agrees to abide by the foregoing confidentiality obligations. However, the confidentiality obligations contained in this Clause shall not apply to information:

4.1.1. which DIGITAL MARKETING INSTITUTE can demonstrate by written records was known to DIGITAL MARKETING INSTITUTE prior to its receipt from THE CLIENT;

4.1.2. which is or lawfully becomes generally available to the public;

4.1.3. which is lawfully acquired from third parties who have a right to disclose such information;

4.1.4. which by mutual agreement is released from a confidential status; and

4.1.5. which DIGITAL MARKETING INSTITUTE is required by law to release, provided that THE CLIENT is given advance written notice of such requirement by DIGITAL MARKETING INSTITUTE so that THE CLIENT may contest or limit such release or obtain a confidentiality undertaking from the authority requiring the disclosure.

4.2. The terms of this Section 4, and the parties' obligations hereunder, shall survive termination or expiration of this Agreement and the completion of DIGITAL MARKETING INSTITUTE'S Services hereunder.

4.3. Upon termination of this Agreement or any extensions thereof, or at any time THE CLIENT so requests, DIGITAL MARKETING INSTITUTE shall immediately return to THE CLIENT any written, printed or other materials embodying such Confidential Information, including all copies, excerpts, analyses or summaries thereof, obtained or derived by DIGITAL MARKETING INSTITUTE in connection with DIGITAL MARKETING INSTITUTE work under this Agreement.

4.4. DIGITAL MARKETING INSTITUTE shall not disclose any information to THE CLIENT pursuant to this Agreement that is the proprietary property of a third party.

5. DATA PROCESSING & DATA PROTECTION

5.1. DIGITAL MARKETING INSTITUTE and THE CLIENT agree to process and protect personal data in accordance with the provisions and principles of all applicable data protection legislation, including GDPR. DIGITAL MARKETING INSTITUTE understands that it may be required to process personal data on behalf of THE CLIENT, as a data processor. As such, DIGITAL MARKETING INSTITUTE agrees to process such personal data only on instructions from and for the purposes determined by THE CLIENT, and to implement appropriate technical and organisation measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. DIGITAL MARKETING INSTITUTE shall take particular care where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. At any time upon request by THE CLIENT, DIGITAL MARKETING INSTITUTE shall inform THE CLIENT in writing of any and all personal data stored by DIGITAL MARKETING INSTITUTE and modify, complete, update, correct and or delete any personal data in accordance with THE CLIENT'S instructions. DIGITAL MARKETING INSTITUTE shall take all technical and administrative precautions to provide security of the personal data that it processes in the context of this Agreement.

- 5.2. The PURPOSE of this data processing includes:
- General purposes: User management
 - Education: Student administration
 - Market Research and Statistical Research, consistent with the original collection purpose
 - Trade: Direct Marketing and User Engagement
- 5.3. The CATEGORIES of Personal Data may include:
- Identification Data: PII, Electronic Identification Data
 - Personal Characteristics: Personal details
 - Private Habits: Platform and media use
 - Education and training: Academic curriculum, professional qualifications and experience
 - Professional and employment: Current employer, training for the position, use of technology
 - Video recordings: Images
- 5.4. DATA SUBJECTS may include: Authorised users of the Controller with online access to DIGITAL MARKETING INSTITUTES e-Learning Platform, and employees, advisors or other representatives of the Controller, whose personal data are processed during and after the existence and in connection with the performance the Services and this Agreement.
- 5.5. DIGITAL MARKETING INSTITUTE shall indemnify THE CLIENT against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or brought by any person in respect of any loss, damage or distress caused to that person as a result of DIGITAL MARKETING INSTITUTE 's unauthorized and/or unlawful processing or DIGITAL MARKETING INSTITUTE 's destruction and/or damage to any personal data held by DIGITAL MARKETING INSTITUTE, its employees or agents.

6. TERM AND TERMINATION

- 6.1. This Agreement shall be effective from the Effective Date and shall thereafter remain in full force and effect for a period of 1 year from the program launch date as specified in Exhibit A.. During times in which there are no Exhibits in effect, this Agreement may be terminated by either party upon one (1) calendar month's written notice. Both parties agree that termination of an Exhibit shall not constitute termination of this Agreement.
- 6.2. In the event that either party commits a breach or default in any of the terms or conditions of this Agreement and that party fails to remedy that default or breach within thirty (30) working days after receipt of notice of that breach from the other party, the party giving notice may, at its option terminate this Agreement by sending written notice of termination to the other party.
- 6.3. The obligations of DIGITAL MARKETING INSTITUTE under Sections 4, 5 and 7, and THE CLIENT's obligations under Section 4 and 7 of this Agreement will survive termination of this Agreement.
- 6.4. Either party shall have the right to terminate this Agreement at any time by giving due notice in the event that the other party shall be adjudicated insolvent or shall petition for or consent to any relief under any insolvency, re-organisation, receivership, liquidation, compromise, or any moratorium statute, whether now or hereafter in effect, or shall make an assignment for the benefit of its creditors, or shall petition for the appointment of a receiver, liquidator, trustee, or custodian for all or a substantial part of its assets, or if a receiver, liquidator, trustee or custodian is appointed for all or a substantial part of its assets and is not discharged within one (1) calendar month after the date of such appointment.

7. INDEPENDENT CONTRACTOR

- 7.1. DIGITAL MARKETING INSTITUTE shall perform the Services under this Agreement only as an independent contractor, and nothing contained herein shall be construed to be inconsistent with that relationship or status. DIGITAL MARKETING INSTITUTE, its employees, affiliates and consultants shall not be considered employees or agents of THE CLIENT. This Agreement shall not constitute, create, or in any way be interpreted as, a joint venture, partnership, or business organisation of any kind.
- 7.2. DIGITAL MARKETING INSTITUTE may only appoint a subcontractor to provide any part of the Services with the prior written consent of THE CLIENT. If after any such appointment THE CLIENT is not satisfied with the subcontractor, THE CLIENT shall have the right to put DIGITAL MARKETING INSTITUTE on written notice that it must appoint a replacement subcontractor within a reasonable period of time, but no longer than one (1) calendar month from such notice.

8. NON-COMPETITION

- 8.1. THE CLIENT shall not, while making use of any of the copyright, ideas, concepts, processes, materials or Confidential Information provided by DMI, engage in the commercial provision of training services to non-THE CLIENT staff.
- 8.2. For the avoidance of any doubt, THE CLIENT does not engage with DMI as an exclusive service provider and THE CLIENT may enter into an agreement with another third party for the Services in the context of this Agreement providing that not breaching any intellectual property rights of DMI by using any of the copyright, ideas, concepts, processes, materials or Confidential Information provided by DMI.
- 8.3. THE CLIENT shall account to DMI for all profits it may earn directly or indirectly in breach of commitment 8.1.

9. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 9.1. All ownership of Intellectual Property relating to training programmes remains with DIGITAL MARKETING INSTITUTE. This includes standard syllabus and also any customised changes that may be required by THE CLIENT.

10. DISCLAIMER

- 10.1. THE CLIENT acknowledges that the Services to be provided by DIGITAL MARKETING INSTITUTE hereunder are based upon information supplied by both DIGITAL MARKETING INSTITUTE and THE CLIENT, among other elements, and that DIGITAL MARKETING INSTITUTE does not guarantee or warrant such Services to any specifications, functions or other standards, except as outlined in this Agreement and/or the Exhibit(s).

11. GOVERNING LAW AND JURISDICTION

- 11.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.
- 11.2. The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

12. ENTIRE AGREEMENT, MODIFICATION AND WAIVER

- 12.1. This Agreement, together with its Exhibits, constitutes the entire agreement between the parties on the subject matter and supersedes all prior oral or written contracts, agreements, contemporaneous agreements and understandings relating to the same subject matter between the parties.
- 12.2. This Agreement cannot be changed orally and no modification of this Agreement shall be recognised nor have any effect, unless the writing in which it is set forth is signed by DIGITAL MARKETING INSTITUTE and by an authorised agent of THE CLIENT on behalf of THE CLIENT.
- 12.3. The failure of either party to enforce, at any time, or for any period of time, the provisions hereof or the failure of either party to exercise any option herein shall not be construed as a waiver of such provisions or option and shall in no way affect that party's right to enforce such provisions or exercise such option. No waiver of any provision hereof shall be deemed a waiver of any succeeding breach of the same or any other provisions of this Agreement.

13. MISCELLANEOUS

- 13.1. Neither party shall have the right to assign this Agreement or any of the rights or obligations hereunder without the prior written consent of the other party, except that (a) DIGITAL MARKETING INSTITUTE may assign this Agreement to a successor or assignee of substantially all of its business and (b) THE CLIENT may assign this Agreement to an affiliate or a subsidiary or a successor to that area of its business to which this Agreement is related.
- 13.2. This Agreement is executed in two counterparts each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
- 13.3. This Agreement between the parties shall be considered a basic agreement, the terms and conditions of which shall apply to each Exhibit agreed upon by the parties. Exhibits are incorporated into this Agreement.

14. AUDIT CLAUSE:

- 14.1. DIGITAL MARKETING INSTITUTE will keep full and accurate records relating to its supply of the Services (including but not limited to records relating to its compliance with the terms of this Agreement, and any amounts invoiced to The CLIENT under this Agreement) (the "Records").
- 14.2. During the term of this Agreement and for a period of 3 years after Termination of this Agreement, DIGITAL MARKETING INSTITUTE will give The CLIENT and its duly authorised representatives as well as any representative of

any regulatory authority with jurisdiction over the The CLIENT Group, access to the Records to the extent necessary to enable The CLIENT or such representative to:

- 14.2.1. fulfil any legal, regulatory, statutory or reporting obligations or obligations to its shareholders;
- 14.2.2. determine the accuracy of any amounts invoiced; and
- 14.2.3. verify Digital Marketing Institute's compliance with Digital Marketing Institute's obligations under this Agreement.

15. INFORMATION SECURITY

- 15.1. DIGITAL MARKETING INSTITUTE shall (and shall procure that its personnel and Subcontractors shall) during the term of this Agreement, comply at all times and in all respects with the requirements of its Data Processing & IT Security policy.
- 15.2. Neither Party or its Affiliates shall attempt to obtain access to, use or interfere with any information technology systems or data used or processed by the other except to the extent required to do so to receive (in the case of The CLIENT) or provide (in the case of Digital Marketing Institute) the Services.

16. COMPLIANCE (INCLUDING BRIBERY) CLAUSE:

- 16.1. DIGITAL MARKETING INSTITUTE shall (and procures that its Sub-Contractors shall):
 - 16.1.1. comply with all Applicable Laws relating to anti-Bribery, anti-corruption, anti-slavery and human trafficking and child labour.
 - 16.1.2. have and maintain in place throughout the term of this Agreement its own policies, procedures and training for its personnel
 - 16.1.3. not engage in any activity, practice or conduct that would constitute an offence under Applicable Laws relating to anti-Bribery, anti-corruption, anti-slavery and human trafficking and child labour.
- 16.2. DIGITAL MARKETING INSTITUTE confirms that it does not engage in Bribery, does not direct, authorise or knowingly permit any person who acts on its behalf or provides services to it to engage in Bribery and that it will not, during the term of this Agreement, or, if different, during the time from the date on which this Agreement is signed until this Agreement is terminated, engage in, or direct, authorise, or knowingly permit a person acting on its behalf or providing services to it to engage in, Bribery.