

CLEANING SERVICES TRAINING PROGRAM CONTRACT

By and between

City of Tampere, Tampere Vocational College Tredu

and

MaxGlobal Group Limited

CLEANING SERVICES TRAINING PROGRAM CONTRACT

1. PARTIES

- 1) City of Tampere, Tampere Vocational College Tredu, a municipal authority in Finland organized and existing under laws of Finland (Business ID: 0211675-2), having its registered address at P. O. Box 217, 33101 Tampere (hereinafter referred as “**Tredu**”)
- 2) MaxGlobal Group Limited, a corporation organized and existing under laws of Kenya (Company registration: CPR/2012/87902) having its registered address at P. O. BOX 9974-30100, Eldoret, Kenya (hereinafter referred as “**MaxGlobal**”); and

Tredu and MaxGlobal Group Limited may hereinafter be referred to each as a “**Party**” or jointly as the “**Parties**”.

2. BACKGROUND AND PURPOSE

- 2.1. Tredu is a Finnish upper secondary college specialized in vocational education and training, adult education, entrepreneurship and working life co-operation with wide national and international contact and cooperation network. Tredu has granted by The Ministry of Education and Culture in Finland to provide Vocational Education and Training.
- 2.2. MaxGlobal is registered in Kenya to provide consultancy in social economic programs, energy and agriculture. MaxGlobal endeavor to develop skills in Africa through Education institution in Finland.
- 2.3. Tredu is providing Cleaning Services Training Program (“Training Program”) in Finland for the training group commissioned by MaxGlobal. The training is based on the requirements of the Finnish Further Vocational Qualification in Cleaning and Property Services. [REDACTED]
[REDACTED]
[REDACTED]
- 2.4. Those participants who have successfully completed the Training Program will be granted with Finnish Further Vocational Qualification in Cleaning and Property Services.
- 2.5. The Parties state that Tredu has been granted by The Ministry of Education and Culture in Finland with license (authorization) to provide vocational education and training. The license entitles Tredu to provide training required for completing the Further Qualification in Cleaning and Property Services, to organize competence demonstrations and to grant qualifications.
- 2.6. The scope of the Training Program is 150 competence points consisting of the following modules
 - Provision of customer-oriented cleaning and property services 15 cp
 - Maintenance cleaning services 45 cp
 - Basic cleaning services 30 cp **or** Cleaning services for shopping centres and retail stores 30 cp **or** Cleaning services for educational institutions and day-care centres 30 cp (depending on the workplace)

- Work induction 30 cp **or** Working as a workplace instructor 30 cp
- Acting in a work community 15 cp
- Finnish language studies 15 cp

- 2.7. MaxGlobal shall manage the Training Program in co-operation with Tredu. Thus, Tredu shall provide certain services to MaxGlobal as specified in this contract (“Contract”).
- 2.8. The purpose of this Contract is to agree on the co-operation between the Parties and the terms applicable to such co-operation.
- 2.9. The Parties shall co-operate in good faith and the Parties hereby also undertake to ensure that the purpose of this Contract is fulfilled.
- 2.10. The Parties may agree on additional services and co-operation outside the scope of this Contract by entering a separate written agreement.

3. OBLIGATIONS OF THE PARTIES

3.1. Tredu shall be responsible for

- preparing the curriculum of the Training Program
- carrying out the training and assessment of the participants in accordance with the requirements of the Finnish National Agency for Education
- participating in aptitude interviews of the Training Program participants
- accepting participants in the Training Program
- assessing the performance of the participants by each module
- issuing qualification certificates granted by Tredu

3.2. MaxGlobal shall be responsible for

- appointing the participants joining the Training Program according to the agreed criteria
- practical preparations for aptitude interviews, selection of interviewees, scheduling of interviews, providing interviewees with the interview structure and verifying the identity of the interviewees
- advising and assisting selected participants in residence permit process, authority procedures and settling-in in Finland
- advising students in their rights and responsibilities regarding the residence permit for studies
- advising the participants in and taking care of all practical matters related to the Training Program not specifically determined to be on Tredu’s responsibility
- ensuring that the following condition is met:

This training program cannot not be arranged for citizens of states belonging to the European Economic Area or for persons or their family members who are deemed comparable to European Union citizens under European Union treaties or under a treaty concluded by the European Union and its Member States with another contracting party. Nor cannot this training program be arranged for persons who, under the Aliens Act (301/2004), have a European Union Blue Card, a continuous or a permanent residence permit or a long-

term resident's European Union residence permit issued to third-country nationals, nor for any family members of the above. The Aliens Act is applied in the definition of persons regarded as family members.

This condition must be met throughout the training program.

4. CONSIDERATION AND PAYMENT TERMS

- [REDACTED]
- [REDACTED]
- 4.2. The Consideration does not include participants' travel, residence permit, accommodation or other expenses related to life in Finland. Student healthcare or school meals in Finland are also not included in the Consideration.
- 4.3. Tredu shall invoice MaxGlobal. The payment is due within 14 days from the date of the invoice.
- 4.4. The Consideration shall be paid by MaxGlobal to Tredu before sending the official acceptance letters to the participants of the program by Tredu.
- 4.5. Without limitation to its possible other remedies, Tredu shall be entitled to suspend further performance of its services under this Contract if MaxGlobal fails to comply with the terms of payment. Tredu shall not be liable for any damages whatsoever of MaxGlobal in relation to such suspension in aforementioned case.
- 4.6. The Training Program shall be commenced when the Consideration has been received by Tredu.
- 4.7. Each Party shall be responsible for paying any duties or taxes on it by the relative authorities.
- 4.8. The Consideration shall be paid EUR in cash to Tredu's following bank account:

City of Tampere, Tampere Vocational College Tredu
International Bank Account Number (IBAN): FI92 2046 1800 0628 04
Bank Identifier Code (BIC): NDEAFIHH
Payment reference: Training Program

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Copyrights and other intellectual property rights related to the implementation of the Training Program are the sole and exclusive property of Tredu.
- 5.2. Tredu is responsible for having the right to use the material used in the Training Program.

6. DATA PROTECTION

- 6.1. The Parties shall comply with applicable data protection laws, including but not limited to the Finnish Data Protection Act (1050/2018) and EU General Data Protection Regulation, "GDPR" (2016/679/EU) as well as the instructions and binding orders of the data protection authorities.
- 6.2. Both Parties shall act as Data Controllers under this Contract. Tredu processes personal data for the purposes of providing education, training and development services and to fulfil its obligations under this Contract. MaxGlobal processes personal data for the purposes of Training Program and to fulfil its obligations under this Contract.
- 6.3. MaxGlobal shall disclose personal data of its students to Tredu in order for Tredu to be able to provide the services. Also, the students of the program shall generate personal data through participating in the Training Program. Tredu is responsible for the personal data it receives as the Data Controller under applicable legislation.
- 6.4. The Parties are liable for ensuring that they process personal data lawfully, carefully and in compliance with good processing practice. The Parties shall not process personal data disclosed under this Contract for any other purposes than those defined in this Contract. The Parties undertake to immediately erase all personal data provided by the other Party once the purpose for processing has ended.
- 6.5. The Parties shall take the necessary technical and organizational measures in order to protect personal data from unauthorized access and accidental or unlawful destruction, loss, alteration, transmission or other unlawful processing. In addition, the Parties shall assess data security arrangements and update the safety measures as permitted by technical developments during the validity of this Contract.

7. CONFIDENTIALITY

- 7.1. The Parties undertake not to give any third person confidential information about the other Party or of the contents of this Contract, except for notifications required by law or other regulations. The Parties will agree upon the contents of such possible notifications. The Parties shall keep the contents of this Contract and any negotiations and possible proceedings in relation hereto strictly confidential, except as required for the consummation of this Contract, or by any laws, administrative processes, or applicable stock exchange rules.
- 7.2. For the sake of clarity, it is stated that the Parties may disclose this Contract to their legal and financial advisors and financiers.

8. LIABILITY FOR DAMAGES

- 8.1. Tredu shall be liable for carrying out the services as stipulated in this Contract.

- 8.2. However, the liability of a Party for direct damages towards the other Party shall under this Contract at all times be restricted to EUR 10.000,00.
- 8.3. Neither Party shall be liable for any consequential or indirect damages or losses. Neither Party shall be under any obligation to pay additional damages in any form whatsoever, including compensation of loss due incurred or loss of profit, compensation or capital losses or compensation of intangible damage.
- 8.4. The above limitations of liability shall not apply to liability under section 5 (*Intellectual Property Rights*) or to willful conduct or gross negligence of the Party.

9. FORCE MAJEURE

- 9.1. The performance of either Party, required by the Contract, shall be extended by a reasonable period of time if such performance of the respective Party is impeded by an unforeseeable and unavoidable event beyond such Party's control, which shall include but not be limited to industrial actions, riots, wars, major accidents, embargo or requisition (acts of government) and similar circumstances, hereinafter referred to as "Force Majeure".
- 9.2. In case of Force Majeure, each Party shall promptly notify and furnish the other Party in writing with all relevant information thereto. The Party claiming the Force Majeure shall undertake all reasonable efforts to resolve or mitigate the consequences of the Force Majeure.
- 9.3. Should an event of Force Majeure continue for more than one (1) month, the Party not affected by the Force Majeure shall have the right to terminate the Contract with immediate effect.

10. NOTICES

- 10.1. All notices under this Contract shall be in writing and shall be sent to following contact persons:

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

- 10.2. After having been sent, a notice shall be considered delivered on the seventh (7) business day thereafter.
- 10.3. Each Party shall notify the other Party of any change of address in accordance with this Section 10.

11. TERM AND TERMINATION

- 11.1. The Contract will enter into force once the decision on it has become final and the Contract has been signed.

- 11.2. This Contract shall remain in force until 1 May 2025 or until Training Program has ended, whichever is the latest.
- 11.3. Notwithstanding anything to the contrary in this Contract, a Party shall have the right to terminate this Contract with immediate effect with written notice to the other Party if the other Party is in material breach of this Contract and such breach has not been remedied within 30 days after written notice regarding such breach.

12. MISCELLANEOUS

- 12.1. Tredu shall have right to use MaxGlobal and the assignment set out in this Contract as reference. The aforementioned shall comprise the right to mention MaxGlobal's name and/or assignment as a reference on our website as well as in other marketing materials and company presentations.
- 12.2. The Parties shall at all times remain independent contractors. Nothing in this Contract shall be considered to constitute a joint venture, partnership, agency, representative, or employment relationship between the Parties. Neither of the Parties has the authority or power to bind, to contract in the name of or to create a liability for the other in any manner or for any purpose.
- 12.3. This Contract may not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.
- 12.4. The failure or delay by a Party in exercising any right or remedy will not constitute a waiver. No waiver of any term or condition of this Contract or of any right or remedy arising in connection herewith shall constitute a continuing waiver or a waiver of any right or remedy relating to a subsequent breach of such provision or of any other right or remedy hereunder.
- 12.5. If any provision or a part of a provision of this Contract is held to be invalid or unenforceable, such determination shall not invalidate any other provision of this Contract. The Parties hereto shall attempt, through negotiations in good faith, to replace any such part of the Contract in order to fulfil its essential purpose or purposes. The failure of the Parties to reach an agreement on a replacement provision shall not affect the validity of the remaining provisions of this Contract.
- 12.6. This Contract constitutes the entire agreement and understanding among the Parties pertaining to the subject matter of this Contract, and supersedes all prior agreements.
- 12.7. Each Party shall bear its own costs and expenses incurred in connection with this Contract.
- 12.8. No amendment, waiver or termination of this Contract shall be binding unless executed in writing and signed by an authorized representative of each of the Parties.

13. GOVERNING LAW AND JURISDICTION

- 13.1. This Contract shall be governed by and construed in accordance with the laws of Finland excluding its choice of law provisions.
- 13.2. Any dispute, controversy or claim arising out of or relating to this Contract, shall be primarily subject to the aim of solving the dispute through negotiations between the Parties. Should the Parties fail to reach an amicable settlement in the matter, the dispute shall be settled in the District Court of Pirkanmaa, Finland.

14. SIGNATURES

By signing this Contract, we acknowledge and confirm that we have read and understood the terms and conditions of this Contract and we confirm that this Contract has been duly signed.

Electronic signatures

CITY OF TAMPERE, TAMPERE VOCATIONAL COLLEGE
Kirsi Viskari
Director, Vocational Education and Training

MAXGLOBAL GROUP LIMITED
Cornelius Kiplagat
CEO