



## INTERNATIONAL PAYMENT PROCESSING AGREEMENT

This International Payment Processing Agreement (the "Agreement"), effective as of the date of the last signature below (the "Effective Date"), is made by and between Flywire Payments Limited, an English private limited company with company number 07677601 and whose principal place of business is 45 Folgate Street, London E1 6GL, UK (hereinafter "Flywire"), and University of Ostrava, with a principal place of business at Dvořákova 7, 701 03 Ostrava, Czech Republic ("Client"). Flywire is a payment institution authorised by the Financial Conduct Authority with register number 570754 (collectively, the "Parties").

### 1. DEFINITIONS

1.1 Affiliate of Flywire shall mean an entity that is controlled by Flywire or controlled by an entity that also controls Flywire. "Control" means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity.

1.2 Charge-Back shall mean the return of funds to the Payer, initiated by the Payer's financial institution, as a reversal of a prior outbound transfer of funds.

1.3 Client Account shall mean the bank account(s) held by Flywire for the benefit of and as agent of the Client pursuant to the terms of this Agreement, in which funds received from Payers are held pending settlement to an account designated by Client.

1.4 Collection Amount shall mean the amount of money collected from Payer in the currency designated by Payer ("Payer Currency").

1.5 Data Protection Laws shall mean the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and any associated regulations or instruments and any other data protection laws, regulations, regulatory requirements and codes of practice applicable to the provision of Services, including the U.K. Data Protection Act 2018 ("DPA 2018").

1.6 Differential shall mean the Collection Amount minus the Funds.

1.7 Funds shall mean the amount of money received by Client in the currency designated by Client ("Client Currency").

1.8 Intellectual Property Rights shall mean patents, utility models, rights in inventions, registered and unregistered design rights, copyrights, database rights and all other similar rights in any part of the world (including in know-how) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations, but excluding any rights in Trademarks.

1.9 Payer shall mean a student, family member of a student or other third party that pays tuition and/or educational-related fees and charges to Client electronically via the Services.

1.10 Services shall mean the service provided by Flywire whereby Flywire processes incoming electronic payments from Payers, depositing such payments into an account designated by Client from time to time in writing to Flywire.

1.11 Tax shall mean all forms of taxation, and shall include, but not be limited to, statutory, governmental, state, national, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any

other jurisdiction, and any penalty, fine, surcharge, interest, charges or costs relating thereto.

1.12 Trademarks shall mean any names, trademarks, service marks, business names, company names, corporate names, logos, insignias, slogans, emblems, symbols, get-up, URLs or domain names.

### 2. SERVICES

2.1. Services Provided. Flywire shall provide Client with the Services and shall maintain its ability to provide the Services hereunder during the Term of this Agreement. Flywire shall maintain its status as an authorised payment institution under the supervision of a regulator in the UK and/or EU during the Term of this Agreement. The Services consist of (i) an acquiring service that enables Payers to send Funds to Client, (ii) a foreign exchange service that enables Client to receive Funds in its local currency using a rate based on quotes from industry standard sources, and (iii) ancillary services to support the acquiring service including but not limited to (a) an online portal to facilitate payments ("Online Portal"), and (b) an online account updated at least daily detailing the fund transfers to Client including identification of the Payer and the amount transferred. Flywire will enable the Payer to elect how the Collection Amount will be collected in the country of origin via a Payer initiated bank transfer or by another means of payment. Flywire will thereafter deposit the Funds collected from the Payers as soon as operationally feasible into (iv) an account designated by Client via a bank transfer or another method agreed with Client, or (v) an account maintained by an Affiliate of Flywire as an agent of Client. Funds received by Flywire will be settled to the Client Account within two business days after payments have been received and processed. Funds will be deposited on a daily basis unless otherwise agreed. In connection with the Services, Flywire will also (a) provide information to Client necessary to allow Client to facilitate the reconciliation and identification of payments based on information requested by Client from the Payer, (b) make available customer support personnel via telephone and via its web site for any questions or issues raised by Client or its Payers, and (c) provide a transaction receipt to the Payer, which states that such transaction receipt evidences that final payment has been made to the Client. Flywire will provide certain disclosures, notices and terms of use to the Payer via Flywire's website (or other agreed upon means of distribution). Payers will be required to agree to Flywire's then current terms and conditions prior to initiating a payment hereunder.

2.2. Client Obligations. Client will communicate with Payers about the use of Flywire as a payment method by displaying Flywire as a payment method in the links from Client websites or by instructing Payers to directly enter a Flywire dedicated website (which may be hosted or sponsored by a Flywire partner) and selecting Client as the recipient of the funds. Client and Flywire may use other mechanisms mutually considered appropriate to further the adoption and use of the Service. Client agrees to work together with Flywire to promote and educate international students and Client departments about the solution which promotion and education may include, among other things, a marketing communications plan based on industry best practices and Client's needs such as 1) on-campus awareness activities (signage, posters, mailing inserts, hosted events, etc.) and (2) electronic mail/email awareness activities (introductory email, bill is ready, bill reminders, etc.). To the extent required to enable Flywire to comply with applicable law (including but not limiting to anti-money laundering ("AML") and counter-terrorist financing laws), Client agrees to provide all information and documentation in its possession on an individual Payer and on itself reasonably requested by Flywire. Client further agrees that Client is responsible for determining what, if any, Taxes apply to the payments that Flywire collects on Client's behalf under this Agreement and that Flywire is not responsible for determining whether any Taxes apply to such payments,



or for calculating, collecting, reporting or remitting Taxes arising from any such payment. Client acknowledges that Client is responsible for consulting its own tax advisor as to the Tax consequences associated with receiving payments from Payers via the Services. Client represents and warrants to Flywire that it is a tax resident of the country indicated by its address in the first paragraph of this Agreement. Furthermore, Client certifies that it does not have a 'Permanent Establishment' in India under the regulations of Article 5 of the Double Taxation Avoidance Agreement. Client agrees and warrants that it will notify Flywire in writing as soon as is reasonably practical following any change in Client's tax residency status.

2.3. Changes to Services. Either party may request a change to the Services and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the parties) after the receipt of such Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change (if any) in the fees for the Services, the parties shall complete and execute an amendment to this Agreement.

2.4. Staffing, Designated Contact and Cooperation. Flywire shall have sole discretion in staffing the Services and may assign the performance of any portion of the Services to any subcontractor; provided that Flywire shall be responsible for the performance of any such subcontractor. Client will cooperate with Flywire, will provide Flywire with accurate and complete information, will provide Flywire with such assistance and access as Flywire may reasonably request, and will fulfill its responsibilities as set forth in this Agreement.

2.5. Agency. Client agrees that the Services or any portion thereof as determined by Flywire may be performed by an Affiliate of Flywire as an agent of Client. At the request of Flywire, Client agrees to appoint an Affiliate of Flywire (as specified by Flywire) as its agent for the purposes of the Agreement and to take any action or execute any agreement specified by Flywire in order to validly create the agency. Flywire shall be responsible for the acts of its Affiliates.

2.6. Payer Obligations. The Payer's payment obligation to Client (with regards to the amount of the Funds) will be considered completed and discharged at the time Flywire receives the Collection Amount from the Payer's payment service provider.

2.7. Funds Transfer. Client further agrees that crediting Funds to an account maintained by an Affiliate of Flywire as an agent of Client shall constitute transfer of Funds to Client by Payer.

2.8. Card Processing. Client acknowledges that for card transactions processed by credit card, debit card or prepaid card under this Agreement, Flywire or an Affiliate of Flywire shall be designated as the merchant of record, as the agent of Client for the purpose of processing the card transactions.

### 3. PAYMENTS

3.1. Fees. Subject to Section 3.2, 3.4 and 3.5, the Services shall be provided to Client without charge. If when or after collecting funds from the Payer's account, a Charge-Back occurs and the Funds have already been deposited into Client's designated account by Flywire or the Funds are beyond Flywire's control and are in the process of being deposited into Client's designated account, then Client hereby authorizes Flywire to set-off the Funds against the next remittance to Client or if there are no further remittances due, Client will immediately refund the Funds to Flywire. If a Payer requests a refund of the Funds or a cancellation of the underlying service, Flywire will not be responsible for making the Funds available if they have been already remitted to Client or are beyond Flywire's control and are in the process of being deposited in Client's designated account by a third party. In the event where Client and the Payer issue contradictory instructions or requests to Flywire, Client's instructions will prevail and Client will indemnify and hold Flywire harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with Client's instructions. The parties agree and acknowledge that

this Agreement is entered into for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

3.2. Differential. Flywire shall be entitled to keep the Differential. Flywire shall be entitled to set the Collection Amount so the Differential has a positive value. The Differential will consist of: (i) a foreign exchange component that will be dependent on the applicable foreign exchange rates for the conversion of the Payer Currency into the Client Currency; and/or (ii) a variable foreign exchange margin ("Variable Foreign Exchange Margin") that will be dependent on, among other things, the holding cost of accepting the means of payment chosen by the Payer.

3.3. Disclosure. Flywire shall disclose to Payer the Collection Amount prior to Payer's payment via the Online Portal. Flywire shall disclose to Client: (i) the payment transaction reference; (ii) the Collection Amount; and (iii) the Funds.

3.4. Additional Payment Services. Any additional payments services will be set out in Part A Schedule A. The charges for all payment services under the Agreement are set out in Part B Schedule A.

3.5. Ancillary Services. The ancillary services referred to in Section 2.1(iii) are not payment services under the Payment Services Regulations 2017 ("PSR") Where ancillary services shall be provided at additional cost to Client, the pricing will be set out in Schedule C.

### 4. CONFIDENTIALITY

4.1. Confidential Information. During the term of this Agreement, each party will regard any information provided to it by the other party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing party's business and the industry in which it operates, is of a confidential or proprietary nature. The receiving party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity *except* to a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving party and who are bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than this Agreement. In furtherance of the foregoing, Flywire may request, and Client shall promptly provide to Flywire, documentation required by Flywire's banking or collection partners, which may include Confidential Information. The receiving party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed (which may include Flywire disclosing Confidential Information to its banking and collection partners for the sole purpose of providing the Services), and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing party. Each party accepts responsibility for the actions of its Representatives and shall protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The parties expressly agree that the terms and pricing of this Agreement are the Confidential Information of Flywire. A receiving party shall promptly notify the disclosing party upon becoming aware of a breach or threatened breach hereunder, and shall cooperate with any reasonable request of the disclosing party in enforcing its rights.

4.2. Exclusions. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (ii) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, or to facilitate the completion of payments to Client, provided that it gives the disclosing party reasonable prior written notice to permit the disclosing



party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

4.3. Data Controller. Flywire is the data controller for the purpose of the DPA 2018. Flywire and Affiliates will process all personal data (including special categories of data) collected for the provision of the Services in accordance with the Data Protection Laws, where required to do so, including but not limited to, the DPA and GDPR. We will use such data in accordance with Flywire's Privacy Policy at <https://www.flywire.com/privacy>.

4.3.1 Personal Data. To the extent Flywire receives from Client or processes any personal data on behalf of Client, then: (i) Flywire and Client shall both comply with their obligations under the applicable Data Protection Legislation; (ii) Flywire hereby agrees to assist Client within such reasonable timescale as may be specified by Client, at Client's cost and expense, with all data subject information requests which may be received from the data subjects of the Personal Data. Should Flywire receive any such requests directly, Flywire will immediately inform Client that it has received the request and forthwith forward the request to Client; and (iii) Flywire agrees to notify Client (upon request) of all Sub-Processors currently engaged by Flywire who have access to Client's Personal Data (the "Sub-Processor Notification"). Flywire shall impose on such Sub-Processors data protection terms that protect Personal Data to the same standard as required in the GDPR.

4.4. Injunctive Relief. Notwithstanding any other provision of this Agreement, both parties acknowledge that any use of the disclosing party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate, or to the extent arising out of or in connection with the negligent performance, negligent failure to act, or misconduct of Flywire in the performance of the Services, both parties agree that, in addition to any other remedy to which the disclosing party may be entitled hereunder, at law or equity, the non-faulty party shall be entitled to an interim injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

4.5. Cardholder Data. Flywire agrees that for credit and debit card transactions processed by Flywire or an Affiliate of Flywire (collectively, "Flywire" for purposes of this Section 4.5), Flywire will comply with applicable data security rules or regulations published from time-to-time by a payment card brand which is accepted for payment on behalf of Client, including the Payment Card Industry Data Security Standards ("PCI DSS"). Flywire's PCI DSS compliance will be certified annually, and documentation of such certification will be presented to Client upon Client's request.

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1. Right, Title, Interest. Client acknowledges and agree that any and all right, title and interest in and to all Intellectual Property Rights in or arising from Flywire's website, system or platform shall remain the exclusive property of Flywire, and that the client shall not have any right, title or interest in or to such Intellectual Property Rights other than as expressly granted by Flywire under this Agreement.

5.2. License. Flywire hereby grants to the client a non-exclusive, royalty free, non-sub-licensable, non-transferrable license during the Term, to use the Intellectual Property Rights of Flywire (save for Trademark), for the purposes of or in connection with the use of the Services by the client.

5.3. Trademark. Client agrees not to use Flywire's Trademark for any purpose other than for the purpose as set out in Section 2, provided always that Client shall not alter or tamper with Flywire's Trademark or use Flywire's Trademarks in any way which may prejudice their distinctiveness, validity or goodwill. Client shall immediately cease all uses of Flywire's Trademarks upon termination of this Agreement.

## 6. LIMITED WARRANTY/INDEMNIFICATION

6.1. Warranty and Remedy. Flywire warrants that it will provide the Services in a competent and workmanlike manner. Flywire does not warrant that it will be able to correct all reported defects or that use of the Services

will be uninterrupted or error free. Flywire makes no warranty regarding features or services provided by third parties. Client will provide Flywire with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects.

6.2. No Other Warranty; Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS." FLYWIRE DOES NOT REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 6.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY FLYWIRE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED BY STATUTE AT COMMON LAW OR OTHERWISE HOWSOEVER, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE OR SUFFICIENT FOR CLIENT'S PURPOSES.

6.3. Claims. EXCEPT FOR FLYWIRE'S OBLIGATION TO PAY CLIENT ALL FUNDS RECEIVED FROM PAYERS UNDER THIS AGREEMENT, IN NO EVENT SHALL FLYWIRE'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT (INCLUDING LIABILITY ARISING OUT OF SECTION 6.4) EXCEED €25,000 IN TOTAL FOR ALL CLAIMS (INCLUDING LEGAL FEES AND EXPENSES, LOSSES AND DAMAGES).

6.4. Indemnification. Flywire will defend and indemnify, at its own expense, any third party claim against Client that arises due to a claim (i) that the Services infringes any valid United States or European patent, copyright or involves the misappropriation of a trade secret (an "IP Claim") or (ii) caused by Flywire's violation of any of its confidentiality obligations relating to Personal Data set forth in Section 4.3. Flywire will pay such damages or costs as are finally awarded against Client or agreed to in settlement for such claim provided that Client gives Flywire: (a) prompt written notice of any such claim or threatened claim; (b) sole control of the defense, negotiations and settlement of such claim; and (c) full cooperation in any defense or settlement of the claim (at Flywire's cost). Flywire will not be liable for the settlement of a claim made without Flywire's prior written consent. Flywire shall have no obligation under this Section 6.4 with respect to any claim of infringement or misappropriation based upon: (i) combination of the Services with products, programs or data not furnished by Flywire where, but for the combination, the claim would have been avoided; (ii) any modification of the Services not performed by Flywire, if such claim would have been avoided by use of the unmodified Services; (iii) compliance by Flywire with Client's custom requirements or specifications if and to the extent such compliance with Client's custom requirements or specifications resulted in the infringement claim. The rights granted to Client under this Section 6.4 shall be Client's sole and exclusive remedy for any alleged infringement by the Services of any patent, copyright or other proprietary right.

6.5. Liability for Taxes. Client, at its own expense, will defend, indemnify and hold harmless Flywire and its Affiliates, in any actions and proceedings and against all liabilities, losses, costs, damages and expenses (including legal costs as part of a pre-litigation and settlement process or otherwise) incurred by Flywire or its Affiliates arising out of or related to any non-compliance with any legal requirements related to Taxes applicable to the Services and transactions involving Client and/or Payers. If Flywire and/or its Affiliates becomes part of any claims, actions or proceedings regarding Taxes, Client shall remove Flywire and/or its Affiliates from such claim, action and/or proceeding and indemnify Flywire and/or its Affiliates for any costs or expenses incurred until its removal.

## 7. TERM

7.1. Term. This Agreement will commence on the Effective Date as set forth above and will continue in effect for a period of three (3) years unless otherwise terminated in accordance with Section 7.2 below. Thereafter, this Agreement shall automatically renew for additional periods of one (1) year



each unless either party notifies the other party in writing of its election not to renew the Agreement at least ninety (90) days prior to the then current expiration date.

7.2. Termination. Notwithstanding the foregoing, either party may terminate this Agreement (i) immediately in the event of a material breach of this Agreement by the other party that is not cured within thirty (30) days of written notice thereof from the other party, or (ii) immediately if the other party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement.

7.3. Exclusivity. Client agrees that during the Term of this Agreement that Flywire will be the exclusive international payment processor.

## 8. GENERAL PROVISIONS

8.1. Entire Agreement and Controlling Documents. To the maximum extent permitted by applicable law, this Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement and is duly signed by the authorised representatives of both parties may amend this Agreement. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof.

8.2. Assignment. This Agreement shall be binding upon and for the benefit of Flywire, Client and their permitted successors and assigns. Flywire may assign this Agreement to an Affiliate, or as part of a corporate reorganisation, consolidation, merger, or sale of substantially all of its assets. Except as expressly stated in this Agreement, neither party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be void.

8.3. Language & Governing Law. The language of the Agreement is English. Any translations provided or made available are for illustrative purposes only. The English language version of the Agreement will prevail over all other language versions. The Agreement and the relationship between Client and Flywire under the Agreement will be governed by English law, without regard to its conflict of law provisions.

8.4. Consequential Damages Waiver. Neither party will be liable to the other or any third party for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including costs, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of such damages.

8.5. Insurance. During the term of this Agreement, Flywire shall procure, pay for and maintain insurance with ample coverage with a reputable carrier, as reasonably determined by Flywire.

8.6. Interpretation. The schedules form part of the Agreement and will have effect as if set out in full in the body of this Agreement. References to sections and schedules are to the sections and schedules of the Agreement. Section, schedule and paragraph headings will not affect the interpretation of this Agreement. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

8.7. Relationship of the Parties. Flywire and Client are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationship of employer and employee between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other party's name or on its behalf.

8.8. Publicity. Client agrees that Flywire may (i) display Client's name and/or logo in the client section and other relevant sections of Flywire's website and in Flywire's marketing collateral, provided that Client is listed with other clients, that such listing is done in a factual manner and is of similar size and font as other clients, and that such listing does not serve as an endorsement of Flywire's products and/or services, and (ii) may display Client's name and the logo provided by Client on Client's custom Flywire webpage, provided that Flywire abide by the Client's Brand Identity Standards available and that Flywire will abide by any requests Client may make to remove or change Client's logo at any time. Notwithstanding the foregoing, Flywire shall not use Client's name and logo for any other purpose not explicitly permitted by Client in writing in advance and shall immediately cease all uses of Client's name and logo upon termination of this Agreement. Client undertakes to Flywire that it has obtained all requisite consent (including consent from its affiliates where required) for Flywire to use the Client's name and logo in the manner described in this Agreement and waives (on behalf of itself and its affiliates) all claims towards Flywire and Flywire's Affiliates for the use of the Client's name and logo, to the extent that Flywire and Flywire's Affiliates uses the Client's name and logo in accordance with the terms of this Agreement.

8.9. Force Majeure. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

8.10. Notices. All information will be made available or provided to you in English. If any information is translated into any other language, the English language text shall prevail. Any notice, approval, request, authorisation, direction or other communication under this Agreement shall be given in writing or email from an authorised officer and shall be deemed to have been delivered and given for all purposes.

8.11. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a party to any such person.

8.12. Counterpart Execution. This Agreement may be executed in counterparts and delivered by person, facsimile, or scanned embedded in an email, each of which when so executed and delivered (including delivery by facsimile) shall be deemed an original, and all of which together shall constitute one and the same agreement.

8.13. Waiver and Severability. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

8.14. Trade Compliance. In connection with Client's provision of goods and/or services for which Payers make payments through Flywire under this Agreement, Client will comply with all applicable economic sanctions and import and export control laws and regulations, including those of the United Nations Security Council, Singapore, the United Kingdom, the European Union (or any of its member states), the United States (including the Specially Designated Nationals List of the U.S. Department of Treasury's Office of Foreign Assets Control and the Entity List of the U.S. Department of Commerce), and/or any other applicable authority (collectively, "Trade Compliance Laws"). For clarity, Client is solely responsible for compliance with the Trade Compliance Laws in connection with Client's provision of goods and/or services to Client's customers. Client represents and warrants that neither Client, nor or any party that owns or controls Client, is designated on any list of prohibited or restricted parties issued pursuant to any Trade Compliance Law.

8.15. Affiliates. When an Affiliate of Flywire is providing Services to Client, Section 4 (CONFIDENTIALITY), 6 (LIMITED WARRANTY/ INDEMNIFICATION), and 8 (GENERAL PROVISIONS) shall apply to such Affiliate of Flywire to the same extent that such Sections would apply to Flywire had such Services been performed directly by Flywire.

8.16. Dispute Resolution and Jurisdiction. If Client has a complaint about the Services, Client should, in the first instance, contact Flywire by e-mail at support@Flywire.com or by post at Flywire Payments Ltd., Floor 4, 45 Folgate Street, London E1 6GL, UK. Flywire will endeavor to resolve any problems as quickly as possible in accordance with its complaints policy, a copy of which will be provided upon request. Client agrees that any complaint or dispute about the Services must be brought within one year of the event causing the complaint or dispute otherwise Client is deemed to waive its right to make a complaint or claim about that event. Before resorting to the courts, the parties will use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to the Agreement or a breach of the Agreement. Only if negotiations fail to result in a settlement, the matter at the election of either party may be submitted for resolution to a court of competent jurisdiction. Client and Flywire submit to the exclusive jurisdiction of the English courts to resolve any legal matter arising from the Agreement. This is without prejudice to the parties' right to apply for interim injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction provided that the final resolution of the issue is determined by the English courts pursuant to the Agreement.

## 9. PAYMENT SERVICES

Flywire and Client have caused this Agreement to be executed by their duly authorised representatives as of the Effective Date.

Client:

University of Ostrava

By (signature): \_\_\_\_\_

Name : Jan Lata

Title : Rector

Date:

19 -10- 2019



OSTRAVSKÁ UNIVERZITA  
Rektorát  
Dvořákova 7 / 701 03 Ostrava  
www.osu.cz



9.1. Corporate Opt-out. Pursuant to regulations 40(7) and 63(5)(a) PSR, the parties agree that: (i) Part 6 PSR and regulations 66(1), 67(3), 67(4), 75, 77, 79, 80, 83, 91, 92 and 94 of Part 7 PSR do not apply to this Agreement; and (ii) to the extent any part of the Services, or any other additional Services are or become subject to regulation 74(1) of PSR the applicable notification time period is six months.

9.2. Regulatory Amendments. Notwithstanding Section 8.1, the parties agree that Flywire may unilaterally amend the Agreement but only to the extent necessary to remain compliant with applicable laws and regulations (including but not limited to compliance with: (i) the rules and regulations of the Financial Conduct Authority; and (ii) applicable financial and payment services regulation, anti-money laundering and counter-terrorist financing laws and data protection). Except where circumstances prevent advance notice, Flywire shall provide Client with two weeks' notice prior to the unilateral changes coming into effect, which Flywire may provide electronically to the Client.

9.3. Micro-enterprises and Small Charities. Client warrants, on a continuing basis, that it is not: (i) a business (a) that employs fewer than 10 persons, and (b) whose annual turnover or annual balance sheet total does not exceed €2,000,000; or (ii) a charity that (x) is formed under the laws of one of the jurisdictions of the UK, and (y) has an annual income of less than £1,000,000.

Flywire:

Flywire Payments Limited

By : \_\_\_\_\_

Name :

PETER BUTERKHOFF

Title :

DIRECTOR

Date:

31 OCTOBER 2019

