

Results Based Partnership Agreement

This agreement ("Agreement") with Effective Date 01 December 2022 is between:

Studyportals BV., a company limited by shares, registered in The Netherlands, having its registered place of business at Klokgewouw 280, 5617 AC Eindhoven, The Netherlands further mentioned as "**Studyportals**",

and

Masaryk University, having its registered address at Žerotínovo nám. 617/9, 601 77 Brno, Czech Republic, further mentioned as "Institution", each a Party, together the Parties,

WHEREAS the Parties are collaborating to recruit international students in a Results Based Partnership by promoting the Institution's English-taught programmes to a global audience;

WHEREAS Each party acts exclusively in its own name and on its own behalf with respect to the rights and obligations pursuant to this Agreement.

WHEREAS the Agreement shall be comprised of the following elements:

- PART A Agreement
- PART B Work Order

The Parties agree the following:

PART A Agreement

Article 1 Definitions

"**Agreement Effective Date**" means the date the Agreement shall be legally active, which date is first written above;

"**Campaign**" means the listing and promotion of Institution's profile and programmes to the visitors on Studyportals platforms;

"**Campaign Start Date**" means the date the programmes promotion starts;

"**Exposure**" means how much visibility the Institution shall be provided on the platform and/or websites of Studyportals;

"**Extension Term**" means the agreed time period that starts immediately after the Initial Term or previous Extension Term until the agreed end date;

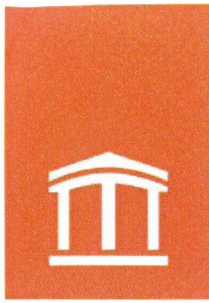
"**Initial Term**" means the agreed time period starting at the Effective Date until the agreed end date of the Agreement;

"**Personal Data**" means the definition in article 4 of the General Data Protection Regulation ("GDPR"; <https://gdpr-info.eu/art-4-gdpr/>).

"**Referral**" means a visitor of any of the Studyportals' portals and/or websites, that is informed and takes action (such as to click through to the Institution's web page(s));

"**Term**" means the Initial Term together with any applicable Extension Term.

"**Statement of Work**" means the document agreed upon between Institution and Studyportals for the performance of any applicable Studyportals' services;



Article 2 Collaboration and obligations

Obligations Studyportals

Studyportals shall prepare Institution's organisation and programme content for display on Studyportals portals. Content and deadlines can be adjusted anytime by the Institution via the account in the Studyportals dashboard. Studyportals shall periodically report on the interest and traffic to Institution's website as a result of the promotion. Studyportals shall share relevant insights and intelligence reports.

To track when students convert on inquiry or application pages, Studyportals can support Institution's web team to activate pixel tracking or assist with the setup and testing of cross-domain pixel. Institution's tracking data shall be shared with Studyportals periodically.

Studyportals shall insert a UTM code from Masaryk University on the Institution's profile to maximize the tracking of the effectivity of a campaign.

Obligations Institution

Institution shall provide Studyportals with required materials and (referral) links; Institution shall inform Studyportals of any changes on Institution's website or webpage(s) (such changes as referral link(s), promoted programmes, or other changes in the structure in web site(s) or web page(s), which require changes in the Campaign set-up.

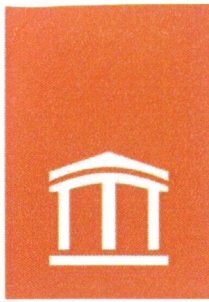
Either Party may publish the existence of the Partnership including logos via their respective marketing channels. The Agreement itself shall not to be published.

Studyportals are only allowed to use the logos of Institution for the purposes of advertising the Institution as described in this Agreement.

According to the Act no. 340/2015 of the Contract Repository, the Institution is obliged to publish the text of the Agreement. The Agreement shall be made accessible to the general public, but personal data, signatures and bank account information shall be omitted. This publication does not constitute any kind of breach of confidentiality obligation.

Article 3 Campaign planning

1. The Institution's annual expenditure is capped to a maximum of the 'total budget' as specified in the Work Order. Studyportals will run the campaign until the full value of the Institution's allocated budget has been delivered.
2. At any time, the Institution has the right to increase the campaign budget or add any additional promotional component.
3. Institution may request to adjust the exposure level of the Campaign per month, with a maximum of 2 times per campaign. The price per referral will be adjusted as specified in the Work Order.
4. Studyportals will work to spread the budgeted yearly Premium Listing campaign exposure over the allotted period until the Campaign End Date 30 November 2024. As a result, Institution's programme's exposure level in the search results as well as branding advantages of having a premium listing may be affected.
5. At the end of every campaign, the results will be evaluated including insights to optimize any following campaign.



Article 4 Prices and payment

1. The cost of the agreement shall be invoiced as follows:
 - a. €11,500 on 9th December 2022 or as soon as possible after receipt of the signed Partnership Agreement if after this date.
 - b. €11,500 on 1st December 2023
2. Payment is due 30 days after the invoice dates. Prices exclude VAT or any sales taxes (if applicable).

Article 5 Term, Campaign and Termination

Term

- 5.1 The term of this Agreement shall commence at the Agreement Effective Date (the "Initial Term") and shall continue for a period of 24 months.

Campaign

- 5.2 Every Campaign shall commence at the Campaign Start Date. During the Term, multiple campaigns can sequentially or simultaneously be active.
- 5.3 The Campaign Start Date and the annual budget are specified in the Work Order.
- 5.4 Additional Campaigns with dedicated budget can start at any moment during the Term of the Agreement, via an additional Work Order.

Termination

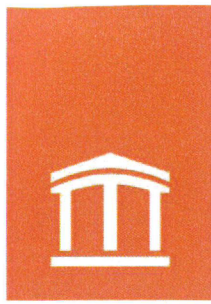
- 5.5 The effect of termination of an Agreement shall be that Institution shall solely be obliged to pay for the actual value delivered until the date of termination.
- 5.6 Notwithstanding the forgoing, Studyportals shall have the right, in its sole discretion, to terminate the collaboration upon 60 days' prior written notice. If the Institution is found to breach the agreement, Studyportals can terminate the agreement with immediate effect.

Article 6 Personal Data

In the course of providing the Services to the Institution under the Agreement, Studyportals may process Personal Data on behalf of the Institution and the Parties agree to comply with all applicable legislation with respect to any Personal Data, such as GDPR, each acting reasonably and in good faith. In case Studyportals shall process Personal Data under the Agreement, then the Parties agree that the Data Processing Addendum (<https://www.studyportals.com/dpa>) shall form an addendum to and an integral part of this Agreement.

Article 7 Entire Agreement and Order of Precedence

This Agreement including any applicable Work Orders, Data Processing Agreement (<https://www.studyportals.com/dpa>), and Studyportals Terms and Conditions (which may be updated from time to time on <https://www.studyportals.com/termsandconditions>) form an integral part of this Agreement and constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all prior understandings, discussions, and agreements relating to such subject matter. Any amendments to this Agreement shall not be effective unless they are made in writing and executed by both Parties. In case of conflict, the provisions of this Agreement shall prevail over any provisions in Institution's terms and conditions, invoice, purchase order or other document. In case of conflict between any documents that form an integral part of this Agreement, the order of precedence for conflict resolution in descending order shall be as follows: (i) this Agreement (including Work Orders); (ii) Studyportals Terms and Conditions; (iii) Statement of Work; (iv) any applicable appendices, amendments or addenda. If either Party submits purchase orders, invoices or other similar documents for accounting or administrative purposes or otherwise, no pre-printed or similar terms and conditions contained in any such form will be deemed to supersede or modify any of the terms and conditions of this Agreement.



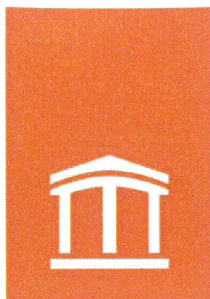
Article 8 **Governing law and court**

Any dispute arising from or related to this Agreement shall be notified in writing by one party to the other(s), and the parties shall use their best efforts to settle the dispute on an amicable basis within fifteen (15) days from the date of receipt of the notification.

This Agreement is governed by and construed in accordance with conflict of laws principles. Any dispute regarding the validity, interpretation, termination and performance under any Agreement will be brought before the competent courts which have jurisdiction in accordance with conflict of laws principles.

This offer is valid until 16 December 2022

<p>INSTITUTION</p> <p>Date: Dec 13, 2022</p>	<p>STUDYPORTALS</p> <p>Date: Dec 13, 2022</p>
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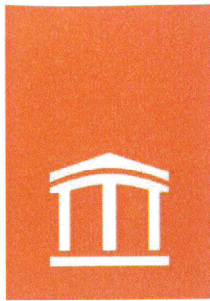
PART B

Work Order (#RBP10112022-01)

<p>This Work Order, dated 08 December 2022 is between Institution, and Studyportals BV, ("Studyportals"), with its registered office at Klokgebouw 280, 5617 AC Eindhoven, The Netherlands, is an integral part of and is subject to the Results Based Partnership Agreement with Effective Date 01 December 2022 and SP-reference number: #RBP10112022-01 and its General Terms and Conditions.</p>	
<p>Studyportals details accountsreceivable@studyportals.com T: +31 (0) 40 292 0060 F: +31 (0) 40 292 0075 CoC registration nr. 769.39.219 VAT registration No: NL 860.847.160.B01</p>	
<p>Institution Address: Žerotínovo nám. 617/9, 601 77 Brno, Czech Republic</p>	

Result-based Partnership			
Agreement effective date	09 December 2022	Agreement duration	24 months
Campaign start date	09 December 2022 or as soon as possible after receipt of the signed Partnership Agreement if after this date.	Studyportals will work to spread the budgeted yearly Premium Listing campaign exposure over the allotted period until the Campaign End Date 30 November 2024.	
Agreement renewal	No	Renewal term	N/A

Campaign Budget and Prices	
<p>TOTAL BUDGET An extra 15% (€1.750) of the annual budget will be provisionally added to the budget for the Premium Listing Campaign each year. Additionally, for agreements signed by 16th December 2022, an extra €1,000 will be provisionally added to the budget for the Remarketing Campaign each year.</p>	€11,500 per annum
<p>Premium Listing Campaign €8,500 of the total per annum budget will be allocated to generating referrals using Premium Listings each year, increased to €10,250 per annum as noted above.</p>	
<p>Referral price Price for a Studyportals visitor that clicks through the Institution's web page:</p> <ul style="list-style-type: none"> • Regular Premium Listing • Light Premium Listing • Super Premium Listing (max. 3 per sub-discipline) 	<p>€4.40 €3.69 €6.16</p>



Included in the Premium Listing Campaign	
<p>Premium Listing All of your English-taught degree programmes listed with Studyportals, on the relevant portal(s);</p> <p>Specific levels or programmes included <input checked="" type="checkbox"/> Masters <input checked="" type="checkbox"/> Bachelors <input checked="" type="checkbox"/> PhD <input type="checkbox"/> Short Courses <input type="checkbox"/> Preparation Courses Programs</p>	<input checked="" type="checkbox"/>
<p>Geo-targeting Geo-Focus: Exposure focused on selected countries: All countries EXCEPT Bangladesh, Cameroon, Ghana, India, Iran, Iraq, Nigeria & Pakistan.</p> <p><i>This will reduce the flow of referrals from these countries by c. 50% compared to the level of expected at the selected level of Premium Campaign exposure.</i></p> <p><i>Geo-focus targeting may be amended during the duration of the campaign with no change to the cost per referral.</i></p>	<input checked="" type="checkbox"/>
<p>Campaign calibration The annual budget allocated to the Premium Listing Campaign from 9 December 2022* - 30 November 2023 is to be calibrated so exposure is spread over the period from 9 December 2022* until 30 November 2023.</p> <p>The annual budget allocated to the Premium Listing Campaign from 1st December 2023 - 30th November 2024 is to be calibrated so exposure is spread over the period from 1 December 2023 until 30 November 2024.</p> <p><i>* Or as soon as possible after receipt of the signed Partnership Agreement if after this date.</i></p>	<input checked="" type="checkbox"/>
<p>University Premium Profile Detailed information about the university, includes selected promotional content, a media gallery, and integrated social media links and buttons.</p>	<input checked="" type="checkbox"/>
<p>Data administration Studyportals will insert and update Institution's programmes information from a source of your choosing.</p>	<input checked="" type="checkbox"/>
<p>Monthly report of results Detailed statistics for each programme, including a geographical breakdown of visitors.</p>	<input checked="" type="checkbox"/>
<p>Dedicated Campaign Manager Advising you on campaign performance, optimizing your results.</p>	<input checked="" type="checkbox"/>
Remarketing Campaign	
<p>Standard Plan €3,000 of the total per annum budget will be allocated to a remarketing campaign each year. As noted above, for agreements signed by 16th December 2022, an extra €1,000 will be provisionally added to the budget for the remarketing campaign each year.</p> <p>Display of your content to students on Google Display Network, Facebook and Instagram</p> <ul style="list-style-type: none"> - (Re)Engage with an audience of at least 10.000* students per month - Duration: 3 months per annum increasing to 4 months if qualifying for the extra budget mentioned above. <p><i>*depending on the selected targeting</i></p>	<input checked="" type="checkbox"/>