## 1 Subject matter of the contract

Curious Campus is a virtual learning platform and campus for kids to learn and interact on different art forms with world class teachers.

Co-operation between the Service Provider {YOU} and the Contractual Partner {Curious Campus Limited} is set out hereafter.

The Contractual Partner provides marketing services and markets the Service Provider's services ("online classes") on the website(s) and mobile applications under its trademarked brand "Curious Campus" via <a href="www.curiouscampus.com">www.curiouscampus.com</a> with presence using banners /search mask integration / or integration into his search process.

Booking takes place at Curious Campus which also handles the invoicing and fulfilment (services, encashment of the client and after sales). All bookings coming from the Contractual Partner are made between the Service Provider and the final customer. The Contractual Partner shall carry out his intermediary role on a self-employed basis.

This contract replaces all existing agreements between the parties.

#### 2 Contact persons

The contracting parties are represented by the following persons: Curious Campus Limited info@curiouscampus.com

And

[insert name of service provider]

Tel: []

Email:

# 3 Rights and obligations of the Contractual Partners

#### 3.1 Service Provider

Service Provider undertakes to provide the Contractual Partner with the necessary price, timetable availability and course content.

- 3.2 Contractual Partner
- 3.2.1 The Contractual Partner presents the offers made by the Service Provider with the applicable valid published prices and terms of payment. The Contractual Partner is not authorised to make any sort of changes to the product offers without the express permission of the Service Provider. Transferral of customer bookings for the purpose of registration with another agency or third parties is not permissible.
- 3.2.2 The Service Provider guarantees that the data transferred to the Contractual Partner is correct and complete and corresponds to the actual circumstances. Any and all consequences resulting from incomplete or incorrect information provided by the Service Provider to the Contractual Party shall be entirely at the expense and risk of the Service Provider. Liability shall also apply in particular in the case of missed classes that have been charged for.
- 3.2.3 The Contractual Partner undertakes prior to booking:
- To inform the prospect that the services are from the Service Provider.
- To make the applicable valid Standard Terms of Business accessible to the client.
- 3.2.4 If, due to the fault of the Service Provider, it should not prove possible to implement the course or classes post a confirmed order with payment, the Contractual Partner may claim recourse against him/her with regard to cancellation costs in accordance with the committed refund policy on the Curious Campus website made to the customers.
- 3.2.5 The Contractual Partner undertakes to operate its website in a serious and professional manner and to omit anything that might damage the good reputation of the Service Provider.

Among other things, the content of the Contractual Partner's website may not:

- -Display, promote or encourage illegal activities;
- -Violate copyrights, trademarks or other rights of the Service Provider or any third parties;
- -Discriminate in terms of race, gender, religious beliefs or sexual orientation.

- 3.2.6 The Contractual Partner is entirely responsible for design, operation, technical developments and maintenance of his website.
- 3.2.7 Property photos may be used only for advertising services in connection with Curious Campus. The Contractual Partner's advertising material and logo may not be used outside of the partnership.
- 3.2.8 The Contractual Partner is not allowed to transfer any product data to third parties without the prior (written) consent of the Service Provider.
- 3.2.9 The Contractual Partner ensures the Service Provider a neutral listing on Hooked on Art's offerings.

## 4 Booking administration

Contractual Partner shall handle all online bookings and payment collection. The service Provider shall handle fulfilment of services to the clients at the highest quality, with safety safeguards as laid out by the Contractual Partner and monthly invoicing for services rendered.

#### 5 Remuneration

- 5.1 The Contractual Partner is duly compensated for the creation of the platform and sales driven to the Service Provider on the website. The remuneration is described in Annex 1.
- 5.2 In case an entitlement to remuneration does not exist, any payments made in error by the Contractual Provider must be reimbursed immediately..
- 5.4 Upon payment of the remuneration, all of the Service Provider's claims arising from the teaching services are satisfied.

# 6 Additional services of the Contractual Partner See Annex 1.

#### 7 Cookies

See Annex 1.

## 9 Ownership of customer data

9.1 The Contractual Partner shall possess freely the customer data related to the bookings that were generated as a consequence of the services.

#### 10 Customer evaluations

- 10.1 In the event that the Contractual Partner publishes customer evaluations on his website, he agrees to get the Service Provider's consent in writing.
- 10.2 The Contractual Partner shall provide the Service Provider with an opportunity to respond to negative evaluations his/her services rendered.

### 11 Data protection

In working with customer data, both parties shall comply with the applicable legal provisions, and particularly those found in the Swiss Data Protection Act.

### 12 Intellectual property

- 12.1 The copyright and other intellectual property (including the associated rights) with respect to reports, offers and other products and/or services and/or documents that were created in support of the Contractual Partner are retained in all cases by the Contractual Partner.
- 12.2 Only with the express written permission of the Service Provider does the Contractual Partner have the right to reproduce, publish or otherwise use products and/or documents from the Service Provider for any purpose except for the exercise of the rights specified in this contract.
- 12.3 The Service Provider is not permitted to remove or modify any sort of designation relating to copyright, trademark, brand name or other intellectual or industrial property rights on Hooked on Art's booking engine.
- 12.4 The Contractual Partner is the owner of all copyrights, trademarks, intellectual property rights, know-how and all other rights associated with its

booking engine and the content offered on it. The Service Provider is not granted any sort of copyright rights by virtue of this contract.

#### 13 Cancellation, contract amendment

13.1 This contract takes effect once it is signed by both parties. The contract is for an indefinite time period.

The contract may be cancelled ordinarily by either party at any time with 3 months notice. The cancellation must be in writing.

Upon termination of the contract, the Contractual Partner is obligated to remove all links to the Service Provider webpage from its website and also remove any notices, descriptive texts, photos and advertising materials.

### 14 Extraordinary cancellation/termination of the contract

- 14.1 In case one of the contracting parties does not fulfil its obligations from this contract or violates the contract, the other party, assuming a request to fulfil this obligation or rather to cease or correct a violation of the contract is not obeyed within a reasonable period after receiving the written notice to this effect, may immediately cancel the contract.
- 14.2 An immediate termination of the contract for just cause is also permissible without prior notice if the cause is of such a serious nature that the continuation of the contractual relationship is no longer reasonable for the other party.
- 14.3 Just causes in particular are insolvency, all forms of bankruptcy protection, liquidation or otherwise substantiated inability of a party to pay, full or partial transfer (min. 50% share) of one party to third-party ownership, breach of confidentiality, copyrights or data protection,

grossly negligent customer service, behaviour that is detrimental to the reputation of Curious Campus and/or other companies in the Group, an act of God such as war, destruction of the production facilities, currency crashes, embargos, strikes, official actions or other unforeseen events.

14.4 If the contract is terminated for just cause and said cause involves culpable behaviour of one party, then this party is obligated to compensate for the damage suffered by the party that adhered to the contract. In all other cases no settlement or compensation obligations whatsoever arise from a cancellation or termination of the contract.

# 15 Final provisions

- 15.1 All of the Annexes agreed between the parties form part of the contract.
- 15.2 Amendments and supplements to this contract must be made in writing. This applies also if this requirement for written form is to be waived. Oral agreements do not exist.
- 15.3 The legal venue and place of performance is the United Kingdom. This contract is governed by English law.
- 15.4 If a provision in this contract should be or become invalid or void or if this contract contains a loophole, this will in no way affect the legal validity of the remaining provisions. The invalid or void provisions or the loophole shall be replaced by an arrangement that shall come as close as possible to the legal intention of the parties.

## 16 Confidentiality

The terms of this contract as well as all documents, concepts, know-how, methods and generally the secrets and techniques of the parties shall be treated in a confidential manner.

The business and trade secrets that become known through the co-operation shall be treated in a confidential manner also after termination of the contract.