

Annex 1 to the Residential Agreement

GENERAL TERMS AND CONDITIONS OF THE FIXED-TERM RESIDENTIAL AGREEMENT

I GENERAL PROVISIONS

1.1. The Parties' actions in respect of the residential tenancy established under this Residential Agreement are governed by the Residential Agreement (hereinafter, 'this Agreement' or 'the Agreement'), the Annexes thereto and the law applicable to residential lease agreements in the Republic of Estonia.

1.2. Pursuant to the Agreement, the Landlord as the head tenant of the premises will, in return for the payment of rent, grant the Student the right to use the property that is the subject matter of the Agreement.

1.3. The Landlord's possession of the property constituting the subject matter of the Agreement derives from the right of ownership and from the lease agreement concluded between the University of Tartu and the Landlord.

1.4. The Student guarantees that the property entrusted to his or her use will be preserved, used for its intended purpose, maintained and, upon discharge of the Agreement, returned.

II SUBJECT-MATTER OF THE AGREEMENT

2.1. The subject-matter of the Agreement consists of certain property in the possession of the Landlord, comprising a residential room, the residence common rooms and the inventory items therein (hereinafter, the Premises). The Student is entitled to park his or her vehicle in the enclosed parking area of the Student Village. The subject matter of the Agreement and its condition will be specified in the Assumption of Occupancy and Received Property form appended as an Annex to the Agreement and deemed an integral part thereof.

2.2. The Student is entitled to use the Premises as a private residence pursuant to the Accommodation Rules of the *MTÜ Tartu Üliõpilasküla* (the non-profit corporation Tartu Student Village, hereinafter 'the Student Village').

2.3. The Premises may also be used by other persons who have entered into a residential agreement with the Landlord in accordance with the rated number of occupants in the room leased by the Student.

III ENTRY INTO EFFECT OF THE AGREEMENT

3.1. The Agreement will become effective when it has been signed by both Parties.

IV PAYMENT OF RENT

4.1. The Student will pay rent to the Landlord on a current month basis. The amount of the rent per occupant in a double-occupancy residential room is stated on the title page of the Agreement. The rent invoice is deemed delivered to the Student when three days have elapsed after the day on which the invoice was transmitted to the Student in accordance with clause 5.1.3. of the General Terms and Conditions.

4.2. The rent paid by the Student represents one occupant's share for a double-occupancy room. Should the Student use the room as a single occupant, he or she will be obligated also to pay the rent due as the share of the other occupant. In the event that the other occupant who shares the residential room with the Student terminates his or her Residential Agreement and moves out of the Student Village, or moves to other residential premises within the Student Village, the Student becomes obligated to pay rent for the entire double-occupancy room when 30 days have elapsed after the departure of the co-tenant. In such a case, the Student is entitled to apply to the Student Village to be relocated to another residential room, which he or she would share with another occupant, in order to avoid the obligation to pay, by himself or herself, the entire amount of the rent due on a double-occupancy residential room.

4.3. The Student agrees to pay to the Landlord, within 10 (ten) calendar days of receiving the offer from the Student Village, the amount equal to three months' rent (hereinafter, 'the deposit'), in order to guarantee the performance of financial claims deriving from the Agreement during the period of its effectiveness and upon its discharge. The Student also bears the cost of transferring the deposit. By payment of the deposit, the Student accepts the offer and assumes the obligation to conclude the residential agreement. In the event that the residential agreement fails to be concluded for reasons emanating from the Student (for instance, on not being granted a visa allowing travel to Estonia), the deposit will not be returned and the amount will be retained by the Landlord as earnest money.

4.4. The amount of the deposit is stated on the title page of the Agreement. The rent for the last but one and the last month of the lease are paid on account of the deposit, i.e. the Landlord will itself deduct the corresponding rent amounts from the deposit.

4.5. When the Agreement is discharged, any interest calculated on late payments, any unpaid charges, the value of furniture items or other property rendered unusable or lost and, if necessary, any cleaning costs, will be deducted from the deposit should the Student have failed, by the time of discharge, to duly and timely perform any of his or her respective obligations to the Student Village. If no deductions are made from the deposit, the deposit amount will be repaid to the Student in full within fifteen (15) bank days following the discharge of the Agreement. Where the sum left of the deposit is less than the fee charged by the bank for the transfer, repayment by way of bank transfer is excluded. The cost of an international bank transfer will be borne by the recipient, i.e. the deposit will be repaid less the transfer fee.

V OBLIGATIONS OF THE PARTIES

5.1. The Landlord undertakes to:

5.1.1. grant the Student the use of the Premises, including one set of keys and one proximity card;

5.1.2. ensure the provision of the auxiliary services necessary for enjoyment of the Premises;

5.1.3. present to the Student, in electronic form in the *e-kyla* portal (<https://ekyla.kyla.ee/yymnik/loginYymnik.aspx>) or, where the Student so desires, in paper copy to his or her address in the Halls of Residence, any rent invoices and auxiliary services bills at the latest by the 14th day of each month or the business day preceding it where the 14th day falls on a holiday;

5.1.4. provided unoccupied rental premises are available, grant the Student the use of other equivalent premises, where the Premises have become unfit for use as a residence due to reasons emanating from the Landlord, except in case of renovation works in the Halls of Residence;

5.1.5. pay the Student interest on the deposit amount banked.

5.2. The Student undertakes to:

5.2.1. take good care of the Premises, use the same in accordance with the Accommodation Rules of the Student Village and grant the Landlord's agents unhindered access to any rooms

for the purposes of responding to utility emergencies and eliminating equipment malfunctions, including the purpose of showing the Premises to a prospective tenant where the term of the Student's occupancy is drawing to a close;

5.2.2. abstain from damaging any property of the Landlord or the University of Tartu;

5.2.3. duly comply with any orders, administrative decrees or mandatory directives issued by the Landlord's agents and with any valid Accommodation, Fire Safety and other rules of the Student Village;

5.2.4. keep the Premises in good sanitary condition;

5.2.5. immediately inform the Landlord's agents of any utility emergencies, fires, etc. discovered on the Premises, at the same time taking measures with a view to the immediate liquidation of said emergencies and any consequences thereof and for ensuring the safety of the residents;

5.2.6. accept liability for loss or disrepair of any property surrendered into the possession of the Student by the Landlord and compensate any damage caused or repair expenses incurred;

5.2.7. in the event of damage to or loss of the Landlord's property, or of unauthorized passing of the property into the possession of third parties, pay the Landlord compensation as follows: for a proximity card – 7.50 EUR, for a security key – 32 EUR, for an ordinary key – the cost of replacing the key;

5.2.8. on the day of discharge of the Agreement, surrender the Premises to the Landlord at least in the same condition that they had at the time the Student assumed his or her occupancy, normal wear and tear excepted;

5.2.9. by the 24th day of each month, pay rent and auxiliary charges in accordance with the corresponding invoices/bills presented by the Landlord, to the account of the Student Village in Swedbank, LHV Bank, SEB Bank or Nordea Bank as indicated on the rent invoice or auxiliary services bill;

5.2.10. when making the payments, including when paying the deposit provided in clause 4.4. of the General Terms and Conditions, assume the bank transfer costs related to those payments;

5.2.11. notify the Landlord: of holding a valid visa or residence permit – at the time of conclusion of the Agreement; of the expiration of the validity period of his or her residence permit or of a change of his or her name, home address, telephone number or e-mail address and of the issue of a new visa or residence permit – forthwith; of the interruption or completion of studies – within 10 days after interruption or completion becomes effective;

5.2.12. not to surrender the Premises (including any keys or proximity cards) to third parties without written authorisation by the Landlord.

5.3. The Parties agree that:

5.3.1. All communications arising under the Agreement may be made to the other Party via the portal *e-kyla*. If a communication has been made through the portal, it will be deemed delivered to the addressee and the addressee will be deemed to have had a reasonable opportunity to be apprised of its content when two business days have elapsed from the making of the communication.

5.3.2. When the Student uses the *e-kyla* environment to inform the Landlord of a utility emergency or equipment malfunction in a room used by him or her, the Student thereby also grants the Landlord's agents permission, without prior notification, to enter the room, within 3 business days, for the purpose of responding to the utility emergency or eliminating the equipment malfunction, and communicates this to his or her roommates or flatmates.

VI RIGHTS OF THE PARTIES

6.1. The Landlord may:

6.1.1. require the Student to fulfil the obligations specified in the Agreement;

6.1.2. inspect the Premises for conformity of use to the Agreement, as well as to verify the preservation and maintenance of the Landlord's property and, if necessary, issue the corresponding mandatory directives;

6.1.3. upon the occurrence of circumstances listed in clause 8.2 of the General Terms and Conditions, terminate the Agreement forthwith without giving prior notice;

6.1.4. charge the Student arrears interest at the rate of 0.06% per day on the outstanding amounts of any late rent and utility payments;

6.1.5. calculate the arrears interest from the day following the due date of payment until the day of receiving the payment or set-off, inclusively;

6.1.6. in the case of payments that fail to respect an agreed deadline (i.e., late payment), set off against the payment effected, as a first priority, the arrears interest calculated on the late payment, and only after this, the outstanding principal of the underlying obligation owed by the Student;

6.1.7. claim from the Student or other parties responsible, by way of liquidated damages: in the event of smoking in an area where this is prohibited or in a smoking room whose door is left open or in the case of removal or covering of a smoke detector – 65 EUR, in the event the Student has failed to clean his or her room – 30 EUR, in the event the Student has caused a security patrol to be called out – 20 EUR per call, and, in the event the Rescue Service are called out, to require the person(s) responsible for a false call-out, or for the creation of a dangerous situation, to indemnify the Landlord to the extent of the claim made against the Landlord in relation to the event;

6.1.8. acting through its agents (residence superintendent, security guards), require any persons present in the Halls of Residence to state and prove their relationship with the Student Village. In the event of absence of grounds for presence in the Halls of Residence, the agents of the Landlord are entitled to demand that such persons leave the Halls immediately or compel said persons to leave the Hall in accordance with applicable legislation;

6.1.9. seize any proximity cards or keys found in possession of persons not authorised to use such cards or keys;

6.1.10. conclude agreements permitting third parties to use the Premises, provided the total number of occupancy places in the residential room does not exceed its maximum rated capacity.

6.2. The Student may:

6.2.1. require the Landlord to fulfil the obligations specified in clause 5.1. of the General Terms and Conditions;

6.2.2. demand a reduction of rent where the state of repair of the Premises or any amenities related thereto as specified in the Agreement has significantly declined through no fault of the Student and the Landlord, having received from the Student a

corresponding written notice, has failed within reasonable time to eliminate the reported defects;

6.2.3. in the case where the Premises or any part thereof have become unfit for use through no fault of the Student, require the Landlord to replace the same with an equivalent part or premises, informing the Landlord of this in writing;

6.2.4. in the case the residential room becomes unfit for use due to any reason emanating from the Landlord, terminate the Agreement forthwith without giving prior notice.

VII LIABILITY OF THE PARTIES

7.1. The Parties will assume full liability for any failure to abide by the terms and conditions of the Agreement and, similarly, for any damage caused in relation to leasing the Premises.

7.2. The Landlord will not be held responsible for the preservation of the Student's property in the room allocated to the Student.

7.3. Should any property go missing from the common rooms used by the tenants, the Student will be held jointly and severally liable together with other tenants.

VIII AMENDMENT AND DISCHARGE OF THE AGREEMENT

8.1. The terms and conditions of the Agreement may be amended as provided in the Agreement and Annexes thereto, or by a written instrument signed by the Parties. The Agreement terminates upon the expiration of the period stated on its title page.

8.2. The Landlord is entitled to cancel the Agreement with immediate effect without regard to notice periods if:

8.2.1. the Student's use of the Premises is contrary to their intended use or the Student has granted third parties the use of the Premises without the corresponding authorisation from the Landlord;

8.2.2. the Student has, intentionally or negligently, caused damage to the Premises;

8.2.3. the Student's arrears in rent or auxiliary services payments exceed the equivalent of three months' rent or auxiliary services charges;

8.2.4. the Student is removed from the matriculation register of the university, or his or her residence permit expires, or a petition in bankruptcy is filed against him or her.

Annex 2 to the Agreement

MTÜ Tartu Üliõpilasküla (non-profit corporation "Tartu Student Village") ACCOMMODATION RULES

I GENERAL PRINCIPLES

1. The Student Village Accommodation Rules (hereinafter, 'these Rules' or 'the Rules') are obligatory for all individuals of the MTÜ Tartu Üliõpilasküla (hereinafter, the Student Village).

2. These Rules establish and govern the tenants' relations with the Student Village and determine the standard of conduct required to be observed by the tenants.

3. These Rules become effective on 1st December 2016 and will remain valid until replaced by new rules. The Student Village is entitled to modify or rectify the Rules, publishing such modifications or rectifications immediately after their approval.

II APPLYING FOR A LEASE OF RESIDENTIAL PREMISES

To lease a residential room, the applicant must fill in the corresponding application form on the website of the Student Village. The application will be reviewed within 5 business days following the day of its registration. If there are no vacancies, the applicant will be placed on the waiting list. Accepted applicants will conclude a Residential Agreement (hereinafter, the Agreement) with the Student Village in the Accommodations Department of the Student Village.

In order to assume occupancy of the room allocated to him or her in a Hall of Residence, the tenant must:

1. Present the Residential Lease Agreement concluded with the Student Village to the relevant agent of the Student Village;

2. In the presence of an agent of the Landlord (the Superintendent), fill in the Assumption of Occupancy form which lists the property whose use the Student Village grants to the tenant and which is to be signed by both parties. Tenants wishing to be allocated a different residential room must address to the Landlord a written application to that effect. If there is a vacancy such as desired by the tenant, a new residential agreement will be concluded with him or her.

III GENERAL RULES IN THE HALLS OF RESIDENCE

1. Entrance doors to the Halls of Residence are kept locked.

2. From 10 p.m. to 6 a.m. of a business day and from 12 midnight to 7 a.m. on holidays, the following is prohibited in the Halls of Residence and their immediate vicinity: loud noise, loud playing of musical instruments, disturbing the sleep of fellow tenants and other similar activities. Tenants must observe general rules of ethics and good conduct.

3. Tenants are entitled to receive visitors from 7 a.m. to 10 p.m., provided this does not disturb other tenants. A tenant is responsible for any damage caused by his or her visitors.

4. The tenant will clean his or her room and the common rooms of his or her flat. Tenants are also required to clean up after using the common-use rooms (kitchens, etc.). Cooking is exclusively reserved to the kitchen, which is provided with the necessary equipment and ventilation. Tenants will take out any rubbish generated by themselves and place it in the proper waste containers.

5. Tenants are obligated to preserve the property surrendered into their possession and to avoid its destruction through their fault or through that of third parties. When opening any lockable doors, tenants must lock them immediately afterwards. Where they have intentionally or negligently caused damage to the property or premises, tenants undertake to compensate the

8.2.5. the Student fails to abide by the provisions of any Rules, administrative decrees or other mandatory directives whose observance by the Student is obligatory and which are stated in the Agreement.

8.3. The Student undertakes to vacate the Premises on the day of discharge of the Agreement and to surrender the Premises to an agent of the Landlord. In the case of failure to vacate and surrender, the Landlord is authorised to act as follows:

8.3.1. in the presence of a witness, enter the residential room used by the Student;

8.3.2. remove from the room any personal property of the Student, taking said property into its custody pending delivery to the Student, ensuring its preservation during the period of three months from the date of discharge of the Agreement. In taking custody of the property and in surrendering the same to the Student, the corresponding memoranda will be drawn up and the required signatures affixed to them

8.4. In the case that, despite prior notice, the Student refuses to vacate the Premises, or obstructs the vacating thereof, the Student Village is authorised to vacate the Premises by any means not contravening the laws of the Republic of Estonia.

8.5. Should the Student delay vacating and/or surrendering the Premises, he or she will be obligated to pay, in addition to the rent and other charges payable under the Agreement, also liquidated damages in the amount of 10% of the rent payable for one month per each day by which surrender is delayed.

IX SETTLEMENT OF DISPUTES

9. All disputes arising in the course of performing, cancelling, terminating or amending the Agreement, or of determining the Parties' liability, are to be settled by agreement between the Parties. In the case the Parties fail to reach agreement, the dispute is to be resolved at the Tartu Courthouse of Tartu County Court.

10. The Agreement and its annexes are drawn up in Estonian in two identical copies which are equally authentic, one of which is delivered to the Student and the other remains with the Landlord. At the Student's request, he or she will be provided with an English translation of the annexes.

damage in accordance with applicable legislation. If the identity of the person responsible for the damage cannot be determined, the tenants of the respective area (room, flat, hallway) or those of the entire Hall of Residence will be held liable.

The Superintendent will check the state of the Premises during the period of 1–30 June before the beginning of the next accommodation year. The superintendent will additionally check the state of the common rooms during the months of December and January.

6. Upon noticing a fire or in the case that the fire alarms in the hallways ring out, tenants must immediately follow evacuation routes to the exit. Any fires must be notified without delay to the emergency telephone number 112, and after that to the Superintendent or receptionist.

7. The following is prohibited in the Halls of Residence:

7.1 consumption of alcohol in the common rooms of the halls, use of drugs and toxic substances, moving about while drunk or under the influence of drugs or toxic substances, smoking (including the smoking of e-cigarettes or hookahs, etc.) in any rooms of the Halls of Residence that have not been correspondingly equipped;

7.2 storage of drugs and toxic or flammable substances;

7.3 keeping of animals.

8. Tenants must not:

8.1 use the Premises for purposes not expressly allowed in the Agreement (business or production activities, meetings of societies, organisations, etc.).

8.2 grant the use of any property of the Student Village located in the residential room (incl. keys, proximity cards) to third parties, and, also, to store property in the hallway. Tenants who wish to use their own furniture must obtain the corresponding authorisation from the Landlord's agents;

8.3 take into their possession any furniture, property and other inventory items located in the common rooms of the Halls of Residence;

8.4 install a washing machine in the residence and operate it;

8.5. use any cooking equipment in the residential rooms allocated to them.

9. It is prohibited to drive or park any motor vehicles on the pavements and in the green areas surrounding the Halls of Residence. Vehicles must be parked in designated areas in accordance with the relevant parking rules.

10. Communications by the Student Village to tenants will be displayed on notice boards in the Halls of Residence or in the portal *e-kyla*.

IV CHECKING OUT OF THE HALLS OF RESIDENCE

1. Prior to the discharge of the Agreement, tenants must settle any outstanding obligations to the Student Village.

2. Before leaving, tenants are obligated to clean the residential room and the common areas used by themselves and make sure that all furniture items and other property belonging in the room are present at the moment of surrendering the residential room.

3. At the time of surrendering the residential room and the property therein, the tenant, together with an agent of the Landlord (the Superintendent) will carry out an inventory and state its results in a surrender and possession form that must be signed by both parties. The surrender of the Premises and termination of the Agreement must take place on a business day during the reception hours of the Superintendent.

The General Terms and Conditions of the Agreement and the Accommodation Rules have been approved by the Board of the Tartu Student Village on 1st December, 2016.