



AGREEMENT FOR COOPERATION

Between

MIP Politecnico di Milano Graduate School of Business S.C.p.A.

(hereinafter referred to as "**MIP**")

And

HONDUFUTURO

(hereinafter referred to as "**HONDUFUTURO**")

This agreement (hereinafter referred to as the "**Agreement**") is a result of the successful discussions between MIP and HONDUFUTURO (hereinafter referred to together as the "**Parties**" and individually as the "**Party**").

PARTIES

MIP Politecnico di Milano Graduate School of Business S.C.p.A., (VAT and fiscal code no. 08591680155), represented by Chairman, prof. Vittorio Chiesa, with registered office in Milan (Italy), Via Lambruschini 4C – Building 26/A.

HONDUFUTURO, (RTN no. 0801-9013-594472), represented by Executive Director, Fabiola Ráquel Arita with registered office in Tegucigalpa, Honduras, Col. Las Colinas, Blvd. Francia, Ed. Plaza Victoria, 2do nivel.

PURPOSE OF THE AGREEMENT AND FINANCIAL TERMS

The general purpose of this Agreement is to define a collaboration between the 2 (two) institutions.

In particular, MIP agrees to grant a **discount of 10% (ten per cent)** on the tuition fee due for the participation to any of its Masters and/or courses to any students enrolled at MIP, who have previously been granted with a loan and/or scholarship issued by HONDUFUTURO.

The parties expressly agree that this Agreement does not establish any legal partnership, joint venture, employment relationship, or relationship of agency between the institutions. Neither institution may act as an agent on behalf of the other institution on any matter, including in matters with the other institution's national government.

The parties therefore expressly acknowledge and agree that MIP shall never be involved in any relationship existing between HONDUFUTURO and the students and HONDUFUTURO also represents to hold MIP harmless from any and all requests of the students arising from and/or connected with the granting of the loans and/or scholarships.

CONFIDENTIALITY

All information and documents relating to this Agreement and disclosed by one Party to the other and marked as "Confidential" or confidential by their true nature ("**Confidential Information**"), shall be kept confidential by the receiving Party and shall not be disclosed to any third party otherwise than to carry out the provisions of this Agreement, unless otherwise agreed in writing by the Parties.

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The provisions of this Section shall not apply to Confidential Information that is:

- a) already in possession of the Parties prior to the disclosure;
- b) developed independently by the receiving Party;
- c) obtained from a source other than the disclosing Party without obligation of confidentiality;
- d) publicly available when received, or subsequently becomes publicly available through no fault of the receiving Party.

All Confidential Information disclosed under this Agreement will be subject to this provision for 24 (twenty-four) months after the expiry of this Agreement.

TERM OF THE AGREEMENT

This Agreement commences on the date of its execution by both Parties and continuous for a period of 2 (two) years subject to the right of any Party to withdraw from the Agreement by giving not less than 3 (three) months' written notice to the other Party by registered letter with acknowledgment of receipt or electronic certified mail.

In the event of termination, students enrolled in the Course may continue with the course of study until they have completed the graduation requirements.

DATA PROTECTION

APPLICABLE LAW AND DISPUTE RESOLUTION

If a dispute arises regarding this Agreement or its interpretation, the Parties shall try to solve the dispute amicably. If the dispute is not solved within 2 (two) months, in the event that any suit, action or other legal proceeding arising out of this Agreement is brought by HONDUFUTURO, the Agreement shall be governed by and interpreted in accordance with the laws of Italy, without reference to the conflict of law principles thereof, and finally settled by arbitration in English language in Milan in accordance with the Rules of Arbitration of the Italian Chamber of Commerce ("ICC Rules") by 1 (one) or more arbitrators appointed in accordance with ICC Rules.

In the event that any suit, action or other legal proceeding arising out of this Agreement is brought by MIP, the Agreement shall be governed by and interpreted in accordance with the laws of Honduras, without reference to the conflict of law principles thereof, and shall be finally resolved by arbitration in English language in accordance with the Arbitration Rules of Honduras by 1 (one) or more arbitrators appointed in accordance with local laws.

ORGANIZATIONAL MODEL PURSUANT TO LEGISLATIVE DECREE NO. 231/2001

For the purposes of Legislative Decree no. 231/2001, MIP informs HONDUFUTURO to have adopted its own Model of Organization, Management and Control (the "**Organizational Model 231**"), adapting to the requirements of Legislative Decree no. 231/2001, which regulates the responsibilities of the



bodies as a result of crimes committed with reference to their activities; MIP does also declare to have adopted its own Code of Ethics, and that HONDUFUTURO's personnel is obliged to abide by.

MIP represents to act in accordance with both its Code of Ethics and Organizational Model 231 in all its business relationships and that it supervises compliance in respect of its Code of Ethics and Organizational Model 231 by its employees also through the implementation of policies and procedures aimed at avoiding the breach of its Code of Ethics and Organizational Model 231.

This Agreement represent the complete understanding of the Parties with respect to the subject matter hereto and may only be amended or modified in a written way and signed by the Parties.

Signed under seal, Date February 5, 2021

For and on behalf of **MIP Politecnico di Milano Graduate School of Business S.C.p.A.**

Prof. Vittorio Chiesa, Chairman

Firmato digitalmente da: CHIESA VITTORIO GIUSEPPE

Data: 16/02/2021 10:00:41

For and on behalf of **HONDUFUTURO**

Fabiola Ráquel Arita, Executive Director

A handwritten signature in black ink, appearing to be "Fabiola Ráquel Arita", written over a horizontal line.

DocuSigned by:

Fabiola Ráquel

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