

FRAMEWORK AGREEMENT

03.06.2026 No 2-2/26/458

Estonian Centre for Defence Investments (registry code 70009764, address Järve 34a, 11314 Tallinn), **Defence Resources Agency** (registry code 70007647, address Aiandi 15, 12918 Tallinn, represented, on the basis of clause 6.3² of Directive No. 77 of the Director of the Estonian Centre for Defence Investments of 7 December 2020, by Maia Prunt, Head of Procurement Bureau (hereinafter '**Contracting Authority**'),

and

Wildcat IS Ltd (registry code 7908540, 10 The Southend, LEDBURY, Herefordshire, HR8 2EY), represented by Mr Warren Melia, Company Managing Director (hereinafter '**Contractor**'),

referred to individually as a **Party** and collectively as **Parties**,

have entered into the following Framework Agreement (hereinafter '**Agreement**')

1. Basis and object of the Agreement

- 1.1. The Contract shall be awarded on the basis of the EST EOD Training Proposal (hereinafter '**Proposal**') from 12 March 2026.
- 1.2. Under the Agreement, objects of the contract will be purchased within the framework of mandatory or voluntary central purchasing activities, which means that the Framework Agreement concluded by the Estonian Centre for Defence Investment as the central Contracting Authority may be used by other contracting entities using the central purchasing service of the Estonian Centre for Defence Investment in accordance with subsection 30 (2) of the Public Procurement Act.
- 1.3. The Contracting Authority has entered into the Agreement with the Contractor based on the Contractor's Proposal, the Contractor's representations and declarations contained in the Agreement, and assuming in good faith the Contractor's professionalism and ability to execute the Agreement according to the requirements. When using subcontractors, the Contractor shall remain responsible before the Contracting Authority for the proper execution of the Agreement.
- 1.4. The Contractor represents and warrants that:
 - 1.4.1. they and their representative have all the rights and authorisations for the conclusion of the Agreement;
 - 1.4.2. they have read the Agreement and the supporting documents of the Public Procurement and fully understand the content and consequences of the undertaken obligations, and agree to the terms and conditions set out therein;
 - 1.4.3. the performance of the Agreement does not damage the rights of third parties and there are no circumstances that would exclude their right to conclude the Agreement and duly perform it;
 - 1.4.4. they have all the permits, registrations, representation rights, and certificates required for the performance of the Agreement and they shall keep such permits and registrations up to date during the validity of the Agreement. If renewal of the permits, registrations, representation rights, and certificates is not possible due to circumstances not depending on the Contractor, they shall immediately notify the Contracting Authority thereof;
 - 1.4.5. there are no third-party claims or other rights that third parties could enforce in relation to the Service to be provided to the Contracting Authority;

- 1.4.6. the Contractor, the Service offered, and the related goods are not the subject of international sanctions and do not originate in a sanctioned territory within the meaning of the International Sanctions Act.
- 1.5. The object of the Agreement is the provision of SOF EOD training to be delivered during years 2026 - 2029 and it includes all costs for instructors, logistics, EOD equipment and delivery, as described in the EST EOD Training Proposal (hereinafter 'Service').
- 1.6. Under the Agreement and the terms and conditions set out therein, the Contractor undertakes to provide the Service to the Contracting Authority, and the Contracting Authority undertakes to accept the Service and pay the Contractor the contract price for the Service in money. The provisions of the Law of Obligations Act governing service contracts shall apply to the Service to the extent that the relevant matters are not regulated in the Agreement and are not incompatible with the nature of the Service.
- 1.7. The conditions and cost of the provision of the Service and the contact person of the Contracting Authority shall, if possible, be specified in public contracts. Required terms and conditions not known at that time shall be transmitted by email during the performance of the public contract.
- 1.8. The Service shall conform, first and foremost, to the Proposal submitted by the Contractor. The Service provided shall conform to the terms and conditions of the Agreement. All documents and packaging accompanying the Service shall also conform to the terms and conditions of the Agreement.
- 1.9. The hierarchy of documents shall be as follows: the Framework Agreement, including any special conditions set out in the procurement contract; and finally the Proposal submitted by the Contractor. The terms and conditions set out in the Framework Agreement shall apply to the procurement contracts unless otherwise provided in the procurement contracts. The Contractor's standard terms and conditions governing the provision of the Service shall apply only to the extent that they do not conflict with the terms and conditions of this Agreement.

2. Parts of the Agreement

The integral parts of the Agreement are the supporting documents of the Public Procurement, the Contractor's Proposal and its annexes, the notices communicated between the Parties, and any future amendments to the Agreement or a public contract. If a public contract is not concluded, orders, order forms, purchase orders, etc., which involve a financial commitment are also considered as public contracts.

3. Awarding of Public Contracts

- 3.1. Public contracts under the Agreement shall be awarded on the basis of the needs of the Contracting Authority. The performance of a public contract shall be carried out on the basis of purchase orders placed by the Contracting Authority, specifying, if necessary, details such as the time and place of provision of the purchased Service, the contact person, etc. The Agreement without a public contract shall not bind the Contracting Authority to order the Service from the Contractor.
- 3.2. Public contracts shall be concluded at least in a format reproducible in writing. Where the value of a public contract (excluding VAT) is equal to or greater than EUR 50,000, the Parties shall enter into the public contract in the form of a bilaterally signed document.
- 3.3. The Contracting Authority has the right to purchase order from the Contractor other Services that meet the requirements of the technical specifications (Service with the same purpose). Such Services shall be ordered by submitting invitations to tender where the Contracting Authority informs the Contractor of the particular technical specifications and the conditions for pricing the Services.

4. Rights and obligations of the Contracting Authority

- 4.1. The Contracting Authority has the right to verify the fulfilment of the obligations arising from the Agreement and inspect the documents relating to the ordering of the Services, and to request, at any time, information on the performance of the Agreement.
- 4.2. The Contracting Authority has the right to verify the correctness and accuracy of the invoices, calculations, and other expenses submitted by the Contractor. If necessary, the Contracting Authority has the right to request to see invoices from subcontractors.
- 4.3. The Contracting Authority has the right to consult the Contractor on matters relating to the Service, such as matters relating to the provision of the Service.
- 4.4. The Contracting Authority has the right to demand immediate elimination of any and all deficiencies in the Service.
- 4.5. The Contracting Authority has the right to claim compensation for damages caused by the Contractor.
- 4.6. The Contracting Authority reserves the right to order the Service outside of the Agreement if: the Contractor does not submit a tender; the tender submitted by the Contractor does not meet the requirements; the Contractor is unable to perform a public contract or has withdrawn from the Agreement or a public contract; the price of the Service offered is unreasonably high compared to the average market price and is financially unreasonable for the Contracting Authority.
- 4.7. The Contracting Authority undertakes to pay the Contractor for the Service provided in conformity with the Agreement based on the terms and conditions of the Agreement.
- 4.8. The Contracting Authority undertakes to respond within a reasonable time to any request made by the Contractor for clarification of the instructions.
- 4.9. The Contracting Authority undertakes to inform the Contractor, as soon as possible, of any problems related to the performance of a public contract.

5. Rights and obligations of the Contractor

- 5.1. The Contractor undertakes to submit, at the request of the Contracting Authority and for a specified period, a summary statement of the Service ordered from the Contractor (including the date of the award of the public contract or the purchase order, the name and value of the Service (excluding VAT), the total value of the public contracts/purchase orders (excluding VAT), etc.) in MS Excel or any other format approved by the Contracting Authority within 10 (ten) working days after receipt of a respective request, unless otherwise agreed by the Parties.
- 5.2. At the request of the Contracting Authority, the Contractor undertakes to provide information (volume and purpose) on subcontractors. If the Contractor has provided such information before the entry into the Agreement, the Contractor shall obtain the prior approval of the Contracting Authority for any replacement of the aforementioned persons.
- 5.3. The Contractor undertakes to immediately inform the Contracting Authority of any circumstances preventing the performance of the Agreement.
- 5.4. The Contractor undertakes to notify the Contracting Authority immediately of any cyber-attack or cyber-incident against the Contractor and to provide the Contracting Authority, upon request, with a cyber-incident report.
- 5.5. The Contractor undertakes to perform the Agreement in compliance with the conditions of fair trade and environmentally sustainable principles, and not to use slave or child labour.
- 5.6. The Contractor undertakes to notify the Contracting Authority immediately if they are unable to provide the Service within the agreed term.
- 5.7. The Contractor undertakes to provide the Service in a timely and proper manner, in the duly agreed upon volume and frequencies, in accordance with the terms and conditions laid down in the Agreement and in the course of submission of a purchase order, and with the requirements, norms, and standards applied in the best practices.
- 5.8. The Contractor is entitled to receive the agreed remuneration for the Service provided in conformity with the Agreement under the terms and conditions set out in the Agreement.

- 5.9. The Contractor has the right to obtain instructions, explanations or other information affecting the performance of the Agreement from the Contracting Authority.
- 5.10. The Contractor has the right to make Proposals for better organisation of the operations related to the provision of the Service.

6. Agreement value and payment terms

- 6.1. The expected maximum total value of the Framework Agreement in the Public Procurement is EUR 259 500,00 plus VAT where provided for by law.
- 6.2. The unit prices for the Service shall include all expenses necessary for the performance of the Agreement, including the operations listed in the Proposal. Payments for the Service shall correspond to the Service as ordered and actually provided based on the Public Contract signed by both Parties.
- 6.3. One e-invoice shall be issued per Service provided, unless otherwise agreed.
- 6.4. The Contractor submits the invoice as an e-invoice. If the Contractor is registered outside the Republic of Estonia and cannot submit e-invoices for technical reasons, it will submit an invoice in PDF format to the email address maret.valner@kra.ee and copy to koolitus@kra.ee. The Contractor issues an e-invoice with the following details:

Defence Resources Agency Aiandi 15, 12918 Tallinn;
registry code 70007647;
name of the Contracting Authority's contact person: Maret Valner;
contract no;
the quantity and name of the Service, the unit price and other necessary information.
- 6.5. The Contracting Authority shall pay for the Service received, and conforming to the terms and conditions of the Agreement, within 28 (twenty-eight) days after receipt of the invoice which conforms to the terms and conditions of the Agreement.
- 6.6. The Contracting Authority shall not accept an invoice that does not conform to the terms and conditions of the Agreement. In this case, the Contractor shall issue a new invoice within seven (7) days. The payment is deemed to have been made once the Contracting Authority's bank receives the payment order.
- 6.7. Before making a payment for an invoice with a value of EUR 10,000 or more (inclusive of VAT), the Contracting Authority shall verify, on the website of the Estonian Tax and Customs Board, that the Contractor does not have any tax arrears. In the event of tax arrears amounting to at least EUR 10,000, the Contracting Authority shall inform the Estonian Tax and Customs Board about the outstanding invoice.

7. Force majeure

- 7.1. Breaching of an obligation under the Agreement shall be excusable when a Party has breached obligations due to force majeure. The Parties consider force majeure to be circumstances which are beyond the control of the Party who breached the obligation and which, at the time the Agreement was concluded, the Party could not reasonably have been expected to take into account or avoid or overcome the impediment or the consequences thereof, such as natural disasters, general power outages, wars and blockade. An inability of a third-party contractual partner of the Contractor to perform a contract shall not be considered as force majeure by the Parties.
- 7.2. If any circumstance meeting the conditions of force majeure resulted in the non-performance of the Agreement within the term prescribed in the Agreement or the annexes thereto and its effect is temporary, the conduct of the Party that breached the obligation arising from the Agreement will only be excused for the period when force majeure hindered the performance of the obligation.
- 7.3. In the event of force majeure, the time limit for the performance of a contractual obligation shall be postponed in accordance with the duration of the force majeure event, but for no more than 90 (ninety) days, unless otherwise agreed by the Parties. In the event of force

majeure, an amendment to the public contract shall be made, if necessary, with regard to the delivery term.

- 7.4. The Party that is unable to perform its obligations due to force majeure shall immediately notify the other Party of the occurrence and ending of such a situation. Failure to notify or untimely notification deprives a Party of the right to rely on the excused non-performance, i.e. the occurrence of force majeure, and the Party that has breached the notification obligation shall be liable for the breach of a contractual obligation pursuant to the provisions of the Agreement.
- 7.5. If the effect of force majeure is permanent and does not allow the Parties to perform their contractual obligations in full or in part, the Parties have the right to terminate or withdraw from the Agreement by giving notice of termination or withdrawal to the other Party.
- 7.6. The effect on the performance of the obligation to provide the Service resulting from the restrictions on imports from the Russian Federation and **Republic of Belarus** shall not be considered by the Parties as force majeure if these circumstances existed at the time of entry into the Agreement.

8. Confidentiality and security requirements

- 8.1. Confidential information is understood by the Parties to include information disclosed in the course of the performance of the Agreement, personal data, security data, documents clearly identified For Official Use Only and other information the disclosure of which could harm the interests of the Contracting Authority. Confidential information does not include information the disclosure of which is required by legislation, provided that such disclosure is effected in the most restrictive manner from among the available options.
- 8.2. Under the confidentiality clause, a Party undertakes not to disclose confidential information of the other Party during or after the term of the Agreement without the other Party's written consent. A Party shall protect the confidentiality of the information disclosed to them in the course of the performance of the Agreement.
- 8.3. The Contractor undertakes to refrain from using any documents or information related to the Agreement without the written consent of the Contracting Authority, except in cases that are necessary for the performance of the Agreement. All documents other than the Agreement and annexes thereto are the property of the Contracting Authority and, if the Contracting Authority so requires, the Contractor shall return these documents to the Contracting Authority after expiry of the Agreement.
- 8.4. Disclosure to third parties of any information marked For Official Use Only shall be prohibited.
- 8.5. If the Contractor needs to enter the territory of the area of governance of the Ministry of Defence in order to perform the Agreement, the Contractor undertakes to comply with the applicable security requirements (annexed). In the event that the Contractor uses subcontractors in the said territory, they must be approved in writing in advance by the Contracting Authority and are also subject to all the security requirements set out in the Agreement. The Contractor shall ensure that subcontractors comply with the security requirements.
- 8.6. Communication to the public relating to the object of the Agreement or the performance thereof, including press releases, references to the Contracting Authority in advertising or online publications, shall only be permitted with the express consent of the Contracting Authority in a format reproducible in writing.
- 8.7. The confidentiality requirement shall be indefinite.

9. Intellectual property rights

- 9.1. "Intellectual Property Rights" means any and all rights to the results of creative work throughout the world, whether existing now or arising in the future and whether registered or unregistered, including copyright, related rights, database rights and industrial property rights.
- 9.2. If the Service (including the relevant documentation) is protected by copyright in respect of all economic and moral rights, the Contractor shall grant the Contracting Authority, within

the meaning of the Copyright Act, a worldwide irrevocable non-exclusive licence, with the right to grant sublicences, valid until the expiry of the copyright. The licence shall be deemed granted upon delivery of the relevant documentation, for which no separate fee shall be paid (the copyright fee is included in the contract price).

- 9.3. If the Service (including the relevant documentation) is protected by related rights or industrial property rights, the Contractor shall grant the Contracting Authority the rights necessary for full use of the Service.
- 9.4. In the cases set out in this Chapter, the Agreement shall also be deemed to constitute an author agreement. The terms and conditions for the transfer and use of Intellectual Property Rights may be agreed otherwise in the procurement contract.

10. Liability

- 10.1. The Parties shall be liable to each other in the event of improper performance or non-performance of their obligations under the Agreement in accordance with the provisions of the Agreement and applicable legislation.
- 10.2. The Contractor shall be liable for non-conformity of the Service with the terms and conditions of the Agreement (deficiencies) if the non-conformity is discovered after the Service has been provided (i.e. the deficiencies could not have been discovered during normal inspection, so-called latent deficiencies).
- 10.3. In the event of improper performance of the Agreement by the Contractor, the Contracting Authority, after becoming aware of the breach of obligation, has the right to refuse to accept the Service provided and to not pay the purchase price, while raising a claim against the Contractor for the performance of the obligation in the manner provided for in the Agreement, granting the Contractor a reasonable term for the performance of the Agreement. The Contractor shall be considered to have been delayed in the provision of the Service until the proper Service has been provided to the Contracting Authority.
- 10.4. The Service does not conform to the terms and conditions of the Agreement if, without limitation, the Service does not have the agreed properties, the Service is not provided within the agreed term or in the agreed volume or with the specified frequency, the Contractor does not submit required documents related to the provision of the Service or fails to provide the Contracting Authority with information on the performance of the Agreement.
- 10.5. The Contracting Authority shall notify the Contractor, at least by email, of the non-conformity of the Service with the terms and conditions of the Agreement within 30 (thirty) days of the Contracting Authority or the Contracting Authority's authorised person becoming aware of the Service not conforming to the terms and conditions of the Agreement. In the notification, the Contracting Authority shall request that the Contractor perform the obligation by also giving a reasonable term to the Contractor for proper performance of the Agreement, which generally cannot be longer than 60 (sixty) days.
- 10.6. If the Contracting Authority, after learning about the deficiencies in the Service, does not inform the Contractor of the deficiencies within the term established in the Agreement, the Contractor shall be released from the liability for any deficiencies in the Service, unless the failure to report the deficiencies was reasonably justifiable.
- 10.7. If the Service provided does not conform to the terms and conditions of the Agreement, the Contracting Authority has the right to require the Contractor to provide the Service for a second time, in conformity with the terms and conditions of the Agreement.
- 10.8. In the event that the Service does not conform to the terms and conditions of the Agreement and the Contracting Authority agrees to accept the Service with deficiencies, the Contracting Authority has the right to reduce the price of such a Service in proportion to the deficiencies by agreement of the parties.
- 10.9. If the Service is not provided on time, the Contracting Authority shall have the right to charge the Contractor a contractual penalty of up to 0.25% per day of the value of the Service not provided on time, but no more than 50% of the value of the public contract, unless otherwise provided in the public contract.

- 10.10. In addition to the termination of or withdrawal from the Agreement, the Parties are entitled to claim a contractual penalty, demand compensation for damage, and use other legal remedies in case of a material breach of the Agreement.
- 10.11. If the Contractor fails to comply with an obligation under the Agreement other than timely provision of the Service, the Contracting Authority is entitled to charge the Contractor a contractual penalty of up to 10% of the total value of the Service that is the object of the public contract.
- 10.12. In the event of a breach of the confidentiality obligation, a Party is entitled to claim a contractual penalty from the breaching Party of up to EUR 10,000 for each such breach.
- 10.13. If the Contracting Authority delays payment of an invoice, the Contractor has the right to charge the Contracting Authority a penalty for late payment, as provided for in subsection 113 (1) of the Law of Obligations Act, of up to 0.25% per day for each day of delayed payment, provided that the Contracting Authority has been notified of the delay within 30 (thirty) days of its occurrence. The total amount of the penalty for late payment shall not exceed 10% of the total amount overdue.
- 10.14. A contractual penalty is intended to ensure the performance of an agreed obligation, not to substitute for the performance of the obligation. The charging of a contractual penalty shall not deprive the Contracting Authority of the right to claim from the Contractor compensation for the damage caused by a breach of the Agreement.
- 10.15. The period for charging contractual penalties is 180 days from the discovery of the corresponding breach.
- 10.16. Any contractual penalties and penalties for late payment shall be paid within 28 days after the receipt of the corresponding claim, unless agreed otherwise by the Parties. The Contracting Authority has the right to deduct the amounts of contractual penalty charges and the amounts of compensation for damage claimed by the Contracting Authority from the amount payable to the Contractor.
- 10.17. Subject to an agreement, the Parties have the right to replace the contractual penalty (or a part thereof) with an item falling under the object of the Agreement or related assets of equivalent value. The implementation of this clause does not constitute a contractual penalty charge but a separate remedy arising from the Agreement.

11. Grounds for termination of the Agreement

- 11.1. Upon termination of / withdrawal from the Agreement, the Contracting Authority shall grant the Contractor a reasonable term to perform the Agreement, which generally cannot exceed 30 (thirty) days. A term granted for performance of the Agreement shall not release a Party from liability for the violation of an obligation.
- 11.2. The Contracting Authority is not obliged to grant a term for performance of the Agreement in the event of termination of / withdrawal from the Agreement after a material breach of the Agreement. In such a case, the Contracting Authority shall provide the Contractor with a written notice of termination of / withdrawal from the Agreement within a reasonable period of time after becoming aware of the material breach. Termination of / withdrawal from the Agreement shall be deemed to have been effected once the Contractor receives the notice of termination/withdrawal.
- 11.3. After the expiry of the additional term for the performance of the Agreement, the Contracting Authority may submit a written notice of termination /withdrawal to the Contractor. Termination of or withdrawal from the Agreement shall be deemed to have been effected once the Contractor receives the notice of termination/withdrawal. Submission of a termination/withdrawal notice is not required if the Contracting Authority, when granting an additional term, has made it clear in writing in advance that the Contracting Authority will terminate/withdraw from the Agreement if the contractual obligations are not performed within the term. In this case, the Agreement shall be terminated upon the expiration of the term determined by the Contracting Authority for the performance of the Agreement, provided that the Contractor has not offered proper performance to the Contracting Authority.

- 11.4. A Party has the right to terminate or withdraw from the Agreement without granting an additional term if the other Party has materially breached their obligations under the Agreement (material breach). Material breaches include, without limitation, cases where:
 - 11.4.1. obligations under the Agreement are breached either intentionally or due to gross negligence;
 - 11.4.2. the Contractor has failed to fulfil its obligations within the additional term granted by the Contracting Authority;
 - 11.4.3. the Contractor notifies the Contracting Authority of a refusal to perform;
 - 11.4.4. the Contractor has not commenced the performance of the Agreement within a period of time that would allow the Agreement to be performed on time;
 - 11.4.5. false or falsified information is provided;
 - 11.4.6. the confidentiality obligation is breached;
 - 11.4.7. breach of an obligation gives a Party reasonable grounds to believe that the other Party will not perform the obligation in the future;
 - 11.4.8. the Contractor commits an offence during the term of the Agreement in connection with the provision of the Service covered by the Agreement;
 - 11.4.9. the Contractor's permits for the performance of the Agreement expire and are not or cannot be renewed by the Contractor;
 - 11.4.10. the Contractor has breached the terms and conditions of the Agreement, other than those referred to in sub-clauses 11.4.1–11.4.9, more than three (3) times.
- 11.5. The Contracting Authority has the right to extraordinary termination of the Agreement if the Contractor has been declared bankrupt or is subject to liquidation.
- 11.6. The Party has the right to terminate the Agreement at any time by giving the other Party notice at least 30 (thirty) calendar days in advance.
- 11.7. The Parties have the right to terminate the Agreement at any time by mutual agreement.
- 11.8. Upon termination, the Parties will not be obligated to perform the Agreement. Upon termination of or withdrawal from the Agreement, the Parties shall return that which has been delivered in advance with respect to the time after termination of the Agreement pursuant to the procedure established in the Law of Obligations Act.

12. Contact persons

- 12.1. The organisation of the performance of the contractual obligations of the Parties and the transmission of any notices, claims and other documents set forth in the Contract takes place through the contact persons.
- 12.2. The contact person of the Contracting Authority is Maret Valner (+372 5866 0834; maret.valner@kra.ee; koolitus@kra.ee).
- 12.3. The Contractor's contact person is Mr Warren Melia (+44 7398 259977; warren@wildcat-is.com).
- 12.4. The contact persons for receiving the Service shall be specified in the public contract.
- 12.5. All notices without legal effect shall be sent by email and shall be addressed to the contact persons of the Agreement, unless otherwise agreed in a public contract.
- 12.6. A Party shall promptly notify the other Party by email of any change of contact person or other information. This notice does not constitute an amendment to the Agreement.

13. Final provisions

- 13.1. The Agreement shall enter into force once it is signed by the Parties.
- 13.2. The Agreement shall be valid until 31 August 2029 or until the maximum value of the Framework Agreement set out in clause 6.1 is reached, whichever comes first.
- 13.3. In the performance of the Agreement and in the event of disputes arising from the Agreement, the legislation of the Republic of Estonia shall apply, unless otherwise agreed by the Parties.
- 13.4. The Parties have agreed to take all measures to solve mutual disagreements by means of negotiations. If an agreement is not reached, the dispute shall be settled in accordance with

the law of the Republic of Estonia in Harju District Court, unless otherwise agreed by the Parties.

- 13.5. The invalidity of any provision of the Agreement shall not render the entire Agreement or other provisions of the Agreement invalid.
- 13.6. Neither Party has the right to transfer their contractual rights and obligations to third parties without the written consent of the other Party.
- 13.7. Amendments to the Agreement may be agreed on in accordance with the Public Procurement Act.
- 13.8. Amendments to the Agreement shall be valid if made in writing. Failure to comply with the requirement of written format shall render any amendments to the Agreement invalid. All amendments to the Agreement shall enter into force upon signing by the Parties or on the date specified by the Parties.
- 13.9. Notices with legal effect between the Parties shall be sent in writing or by email in a digitally signed form. A notice shall also be deemed received once it is delivered by a post office with returnable delivery notice at the address specified in the Agreement and five (5) days have passed from handing the notice over to the post office. When sending a notice by email, it shall be deemed to have been received on the next working day.
- 13.10. The Agreement is drawn up in two (2) copies of equal legal force and signed by hand.
- 13.11. If the Agreement is signed by hand, the Parties shall have the right to send the signed Agreement to the other Party for signature via email in scanned PDF format, which the other Party shall sign and send back in scanned PDF format via email. The Parties are also obliged to provide the original documents within 15 days after signing, although the Agreement will enter into force from the date of the last signature transmitted by email.

14. Annexes

- 14.1. Annex 1. EST EOD Training Proposal;
- 14.2. Annex 2. Security requirements with Annexes.

Contracting Authority



03.06.2024
(signature, date)

Maia Prunt
Head of Procurement Bureau

Contractor

(signature, date)

Warren Melia
Managing Director

Wildcat IS Ltd
10 The Southend,
LEDBURY,
Herefordshire, HR8 2EY



12 March 2026

Maret Valner
koolituspartner
Kaitseressursside Amet

ESTONIAN SOF EOD TRAINING PLAN

Many thanks for your email dated 26 Feb 26 requesting additional detail for the proposed EOD training in August 2026; there are several details still to be confirmed by the unit which may affect the current plan but the aim and objectives are unlikely to change.

It should be noted that we have not received a specific Statement of Work (SoW) to shape this plan or conducted a detailed Training Needs Analysis (TNA) to confirm its suitability; however, the proposed training plan is a direct result of our collective understanding of the current operational training needs based on a review of our previous deliverables in this subject with the Estonian Defence Forces.

SOF EOD operations demand a high level of coordination between teams and specialists, who in turn need high levels of technical knowledge and tactical flexibility to be effective under combat conditions. This course will revise many existing subjects and practical skills to develop these higher levels of competence and then facilitate a tactical exercise to develop the planning and coordination abilities for combined SOF EOD missions.

Aim

The aim of this training is to develop individual and collective skills for tactical operations involving explosive threats such as Improvised Explosive Devices (IED) and Unmanned Aerial Vehicles (UAV).

Training Objectives (TO)

TO1 – to revise EOD operators in IED Technology and develop individual skills for Assault IEDD operations

TO2 – to revise SOF operators in C-IED Tactics, Techniques & Procedures (TTP) and to adapt plans for integration of EOD specialists into SOF teams.

TO3 – to develop UAV pilot skills for EOD operations.

TO4 – to develop Estonian Defence Forces capability for SOF missions in high threat IED, non-permissive environments.

Program of Instruction (POI)

A draft POI is provided below and will be confirmed once training venues, student numbers and resources are known.

Week 1

EOD operators

	0830 - 1030	1045 - 1230	1330 - 1530	1545 - 1730	Remarks
Day 1	Threat brief	IED Technology	CONOPS	Demonstration	CL1
Day 2	Operator Search TTPs		Ground Sign Awareness		CL1/TA2
Day 3	Mark & Avoid	Fast Disruption		IED Mitigation	CL1/TA1
Day 4	MNT Theory Revision		Stabilisation & Access practice		CL1
Day 5	Diagnostics practice		Disablement practice		CL1/TA1

SOF operators

	0830 - 1030	1045 - 1230	1330 - 1530	1545 - 1730	Remarks
Day 1	Threat brief	IED Tech	CONOPS	Demo task	CL1
Day 2	IED Theory	IED Tactics	Assault IEDD TTPs		CL2/TA2
Day 3	Ground Sign Awareness		Special Recon tactics		TA2
Day 4	Direct Action tactics		Direct Action tactics		TA1
Day 5	Hostage Rescue tactics		UAV/EOD demo		TA1

UAV operators

	0830 - 1030	1045 - 1230	1330 - 1530	1545 - 1730	Remarks
Day 1	Threat brief	IED Technology	CONOPS	Demo task	CL1
Day 2	Planning	UAV Prep	UAV Pilot skills practice		CL3/TA1
Day 3	UAV prep	EOD attack skills			CL3/TA2
Day 4	Rural Mini task - Recon		Rural Mini task - Attack		CL3/TA2
Day 5	Urban Mini task - Recon		Urban Mini task - Attack		CL3/TA1

Notes:

CL – Classroom (CL1,2,3)

TA – Training Area (TA1 – Urban, TA2 – Rural)

Week 2 – Final Exercise

	0830 - 1030	1045 - 1230	1330 - 1530	1545 - 1730	Remarks
Day 1	Exercise brief	Ex Prep	Group practice		CL1
Day 2	Task 1 – Special Recon				CL1/TA2
Day 3	Task 2 – Direct Action				CL1/TA1
Day 4	Task 3 – Hostage Rescue				CL1/TA1
Day 5	Debrief & Critique		Equipment coord & dispersal		CL1

The FINEX is designed to provide collective training and develop skills for integration of EOD and UAV specialists into SOF missions. The exercise scenarios will reflect real world IED threats with a hostile peer-enemy.

Post-Training

The above training will conclude with a constructive debrief from the instructional team on student performance and a discussion on possible areas for development; students will also be given the opportunity to critique the training for the following areas:

- Course design and content
- Standard of Instruction
- Any other issues

All points raised will be collated into a written report for the unit along with a photo diary of the training.

Financial

A quotation for this year's proposed training is attached and is a Firm Fixed Price of €86,500.00 for the duration of the agreed contract which is scheduled for 3 more years.

Future training plans

For the subsequent years of 2027/28/29, it is proposed to offer a selection of training subjects which the EST EOD can then decide upon to best suit their operational requirements. The following course options are:

- NATO IEDD (Conventional IEDD training)
- High Threat IEDD (Advanced IEDD training)
- MNT IEDD (Category A IEDD incidents)
- SOF EOD (Assault IEDD training)

It is also possible to consider selecting a combination of the above or to focus on a specific IED threat or IEDD skill if required; it is requested that a decision on the desired training is made by EST EOD no later than 31 May each year to enable adequate preparation. Once confirmed then a detailed program of instruction will be produced for approval by the relevant contracting authority.

Please direct any further queries to the undersigned.



Warren Melia MCGI MIExpE
Director

Email: warren@wildcat-is.com
Phone: +44 7398 259977

SECURITY REQUIREMENTS

As the object of the public procurement is located within the security area of the Defence Forces, the contracting partner shall be informed of the following conditions, rights and obligations in order to clarify the parties' rights and obligations regarding compliance with security requirements within the Defence Forces security area.

1. DEFINITIONS

- 1.1 **Person responsible for security (hereinafter „PRS“)** – the Defence Forces sub-unit or service member responsible for ensuring compliance with the security requirements applicable to the public procurement object located within the relevant Defence Forces security area (hereinafter „DFSA“).
- 1.2 **Security requirements** – the general security requirements established for entry to and presence within the Defence Forces security area (Annex 5), as well as the requirements laid down in other legislation for the purpose of ensuring the security of the Defence Forces.
- 1.3 **Defence Forces Security Area (hereinafter “DFSA”)** – the territory under the control of the Defence Forces and the vessels, aircraft and vehicles of the Defence Forces.
- 1.4 **Contracting Partner’s Contact Person** – the person designated by the Contracting Partner and/or its subcontractor who is responsible for compliance with the contractual performance requirements and the Security Requirements.
- 1.5 **Consent** – the prior written consent required for the conduct of a background check, by which the person authorises the Defence Forces to collect data concerning him or her and to make enquiries for a period of five years from the giving of the consent (pursuant to § 41⁶ of the Military Service Act) (Annex 3 in English).
- 1.6 **ECDI Contact Person** – the person designated under the contract through whom the organisation of the performance of the contractual obligations and the transmission of notices, claims and other documents provided for in the contract shall be carried out on behalf of the Estonian Centre for Defence Investment (ECDI).
- 1.7 **Object of the Public Procurement** – the work area located within the Defence Forces Security Area designated for the performance of the contract.
- 1.8 **Background Check** – a check carried out pursuant to § 41³ of the Defence Forces Organisation Act (EDFOA) and in the manner provided in § 41⁵ thereof, for the purpose of deciding whether to permit a person associated with the provision of services to the Defence Forces (the “Service Provider”) to access the Defence Forces Security Area (DFSA).
- 1.9 **Background Check Request (e-mail)** – a request submitted by the Contracting Partner’s Contact Person to the Service Provider to initiate the conduct of a background check (Annex 1).
- 1.10 **Service Provider** – an employee of the Contracting Partner and/or its subcontractor in respect of whom a background check is conducted, subject to his or her prior written consent, in connection with an application for access rights to the DFSA.

- 1.11 Secure Area** – an area authorised for the processing of state secrets or classified foreign information at the level of confidential, secret or top secret, and for the processing of classified information carriers containing such information.
- 1.12 Access Application (e-mail)** – a request submitted by the Contracting Partner’s Contact Person for permitting the Service Provider to access the Defence Forces Security Area (Annex 4)
- 1.13 Right of Access** – the right to be present at the object of the public procurement located within the Defence Forces Security Area in connection with the performance of the contract.
- 1.14 Person Holding a Right of Access** – a person who has passed the background check, whose entry to the object of the public procurement located within the Defence Forces Security Area has been approved, and who is entitled to enter and remain at that object unescorted in connection with the performance of the contract.

2. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTNER

2.1 The Contracting Partner, including the Service Provider and the Contracting Partner’s Contact Person, shall have the right to obtain from the Person Responsible for Security (PRS) of the object of the public procurement the information necessary for complying with the Security Requirements and information concerning the obtaining of access rights to the Defence Forces Security Area (DFSA). The ECDI Contact Person shall provide the Contracting Partner with the contact details of the PRS for the specific object at the earliest opportunity.

2.2 The Contracting Partner shall:

2.2.1 The Contracting Partner shall not plan to assign to the Defence Forces Security Area any foreign nationals who are subject to a notification obligation. At the date of conclusion of the contract, the states subject to such notification obligation, pursuant to Order No. 1-3/112 of the Minister of the Interior of 29 September 2023, are¹:

Republic of Armenia;

Republic of Azerbaijan;

People’s Republic of China (including the Hong Kong and Macao Special Administrative Regions);

Islamic Republic of Iran;

Republic of Kazakhstan;

Kyrgyz Republic;

Democratic People’s Republic of Korea;

Republic of Tajikistan;

Turkmenistan;

Republic of Uzbekistan;

Republic of Belarus;

Russian Federation.

Should the above-mentioned Order be amended, the Contracting Partner shall be notified thereof and these Security Conditions shall be amended as necessary;

2.2.2 shall ensure that the Contracting Partner’s Contact Person submits the Background Check Request (Annex 1 together with Annex 3) at the earliest opportunity, taking into

¹https://kapo.ee/sites/default/files/content_page_attachments/Teatamiskohustusega%20v%C3%A4lisriikideni_mekirja%20kehtestamine_0.pdf

account the contractually agreed commencement date of performance and the time required for the background check (14 calendar days), to the e-mail address teenuseosutaja@mil.ee;

- 2.2.3 shall ensure that, in the case of a foreign national, the Contracting Partner's Contact Person attaches to the background check initiation request:
 - 2.2.3.1 a copy of the page of the identity document containing the photograph, including the visa or other document evidencing a lawful basis for stay in Estonia;
 - 2.2.3.2 an extract from the criminal records register of the person's country of residence;
- 2.2.4 shall ensure that the Contracting Partner's Contact Person submits the Access Application (Annex 4) at the earliest opportunity—taking into account the contractually agreed commencement date of performance and a reasonable time for processing the application—to the e-mail address of the ECDI Contact Person or the person designated by the latter;
- 2.2.5 shall immediately notify, by e-mail, of the early cessation of the Service Provider's need for access to the DFSA, to the Defence Forces background check address teenuseosutaja@mil.ee and to the ECDI Contact Person;
- 2.2.6 shall comply with, and ensure the Service Provider's compliance with, the Security Requirements under the conditions established within the DFSA, and shall ensure such compliance by its subcontractor(s).

3. RIGHTS AND OBLIGATIONS OF THE DEFENCE FORCES

3.1 The Defence Forces shall have the right to:

- 3.1.1 conduct a Background Check on a person associated with the provision of services to the Defence Forces for the purpose of deciding whether to permit access to the DFSA;
- 3.1.2 grant or restrict the Service Provider's Right of Access to the DFSA on the basis of circumstances established in the course of the Background Check²;
- 3.1.3 leave a Background Check Request unexamined in accordance with the Administrative Procedure Act;
- 3.1.4 refuse, on security grounds, to grant a Right of Access to a person who has not undergone a Background Check, has failed the Background Check, or for whom it is not possible to conduct a Background Check;
- 3.1.5 restrict or refuse to grant a Right of Access to the DFSA and to Secure Areas to stateless persons or foreign nationals on security grounds;
- 3.1.6 verify compliance with the Security Requirements applicable at the object of the public procurement by any Service Provider holding a Right of Access and, in the event of non-compliance or breach, prohibit the Service Provider from being present within the DFSA.

3.2 The Defence Forces shall:

- 3.2.1 notify, in a form reproducible in writing, the person who submitted the Background Check Request of the outcome of the Service Provider's Background Check;

² <https://www.riigiteataja.ee/akt/106072023031#para14>

- 3.2.2 notify, in a form reproducible in writing, the person who submitted the Access Application of the Service Provider's obtaining a Right of Access to the DFSA, including any restrictions thereto;
- 3.2.3 brief the Service Provider on the Security Requirements in force at the object of the public procurement located within the DFSA;
- 3.2.4 notify ECDI if the Service Provider and/or the Contracting Partner breaches the Security Conditions or fails to comply with the Security Requirements applicable at the object of the public procurement (Annex 5);
- 3.2.5 where a request is left unexamined pursuant to clause 3.1.3, provide written notice thereof.

4. FINAL PROVISIONS

- 4.1 The contact persons referred to in the security conditions shall be designated upon conclusion of the procurement contract and any changes thereto shall be notified to the parties by e-mail.
- 4.2 The processing of personal data shall be carried out in accordance with the requirements laid down in the applicable legislation.

Annex 1: Sample Background Check Request (e-mail)

Send the request to: teenuseosutaja@mil.ee

SUBJECT: Background Check Request (name of campus and object)

TEXT:

FOR INTERNAL USE
ESTONIAN DEFENCE FORCES
Restrictions on access apply
as of the date the form is completed
and as long as required but no longer than 75 years.
Legal grounds: Public Information Act clause 35 (1) 12)

Hello,

In connection with ECDI contract [contract name], No. [xxxxxxxx], concluded on [dd.mm.yyyy], I hereby submit to the Defence Forces the details of the persons listed below for the purpose of conducting a Background Check.

Background Check documents are attached to this e-mail.

Additional information is provided in the table:

First name	Surname	Personal ID code	Company	Service to be provided	Object where the service will be provided	Start date of service period (dd.mm.yyyy)	End date of service period (dd.mm.yyyy)	Provision of service in a Secure Area YES/NO

I am aware that the Background Check may take up to 14 calendar days from the submission of a compliant request.

Kind regards,

[First name Surname of the requester]

[Position]

[Company name]

[Contact phone, e-mail address]

FOR OFFICIAL USE ONLY

ANNEX 3: CONSENT FORM (English)

FOR INTERNAL USE
ESTONIAN DEFENCE FORCES
Restrictions on access apply
as of the date the form is completed
and as long as required but no longer than 75 years.
Legal grounds: Public Information Act clause 35 (1) 12)

APPROVED
With the Commander of the
Defence's Order No. 223 of 07.02.2025
Annex No. 4

AUTHORISATION FOR BACKGROUND CHECK FOR A PERSON APPLYING TO GET CLEARANCE TO ENTER THE RESTRICTED MILITARY AREAS OF THE ESTONIAN DEFENCE FORCES FOR THE PROVISION OF SERVICES

_____ (first and last name)

Personal identification code:

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I hereby authorise the Estonian Defence Forces to process my personal data in order to obtain clearance to access restricted military areas for the duration of my service provision agreement but no longer than five years after I gave authorisation.

By giving this authorisation, I confirm that I am aware of the following conditions:

1. The Estonian Defence Forces (EDF) has the right to conduct a background check in accordance with section 41⁵ of the Estonian Defence Forces Organisation Act (hereinafter the EDFOA).
2. I have the right to refuse to authorise the background check (clause 41⁶ (2) 1) of the EDFOA).
3. I have the right to refuse to disclose information that might cause myself, my partner or a person close to me to become subject to offence proceedings (clause 41⁶ (2) 2) of the EDFOA).
4. I have the right to request the termination of collecting my data or making queries about me (clause 41⁶ (2) 3) of the EDFOA).
5. I have the right to give explanations about the information collected about me (clause 41⁶ (2) 4) of the EDFOA).
6. I have the right to turn to the court, the Chancellor of Justice and the Data Protection Inspectorate to protect my rights and challenge the decisions made about me based on the data collected in accordance with section 41⁶ of the EDFOA to verify that my data is collected in compliance with my fundamental rights and freedoms and the principle of good governance (clause 41⁶ (2) 5) of the EDFOA).

FOR OFFICIAL USE ONLY

7. If I refuse to authorise or request the termination of collecting my data or making queries about me, this serves as the grounds for not giving me clearance to enter the restricted military area of the EDF (section 41⁷ of the EDFOA).
8. The EDF has the right to restrict my rights regarding the personal data being processed (clause 41¹⁰ (3) 4) of the EDFOA).
9. When I am on the restricted military area of the EDF (subsection 52 (3) of the EDFOA), I am obligated to follow the order in force in the EDF (including the order for fire safety, traffic and parking) and the orders of representatives of the EDF (subsection 52(2) of the EDFOA), and I am aware that
 - 9.1. it is forbidden to enter the restricted military area of the EDF while in the possession of alcohol or narcotic or psychoactive substances, firearms, explosives, partially or fully automatic or remote-controlled flying objects (e.g. drones), radioactive and easily flammable substances or items that contain such substances, and other things that might endanger myself or other persons, technology and equipment on the premises;
 - 9.2. third persons cannot be brought to or allowed to enter the restricted military area of the EDF without the permission of the EDF;
 - 9.3. the person entering the restricted military area of the EDF in a vehicle is obligated to cover up, turn off or remove all on-board cameras with video and/or audio recording;
 - 9.4. the EDF has the right to detain a person (or a vehicle) entering, staying in or leaving the restricted military area of the EDF to conduct a security inspection and check the person (including their clothing, possessions and vehicle) by visual inspection, groping, or with a technical device or a trained service dog;
 - 9.5. for security and safety reasons, the EDF can temporarily prohibit a person from entering the restricted military area, or to order the persons staying in the restricted military area of the EDF to leave, or to prohibit them from leaving;
 - 9.6. without a prior consent of the EDF, it is forbidden to take photographs or videos or make audio recordings in the restricted military area or buildings of the EDF, and to share/upload such recordings in any form or environment;
 - 9.7. it is forbidden to stay in the restricted military area of the EDF under the influence of alcohol, narcotic, or psychoactive substances, or with the suspicion or signs of such influence;
 - 9.8. it is forbidden to display symbols of aggression (including in vehicles) in the restricted military area of the EDF.

(day, month, year)

[signed digitally]³

³ Can also be signed on paper

ANNEX 4: Sample Access Application (e-mail)

The request shall be sent to the e-mail address of the ECDI Contact Person designated in the contract or to the person designated by the latter.

SUBJECT: Access Application (**name of campus and object**)

TEXT:

Hello,

In connection with ECDI contract [contract name], Contract No. [xxxxxxxx], concluded on [dd.mm.yyyy], I hereby submit an Access Application.

FOR INTERNAL USE
ESTONIAN DEFENCE FORCES
Restrictions on access apply
as of the date the form is completed
and as long as required but no longer than 75 years.
Legal grounds: Public Information Act clause 35 (1) 12)

Additional information is enclosed as an attachment (**to be provided in Microsoft Excel format**):

First name	Surname	Personal ID code	Company	Service to be provided	Object where the service will be provided	Start date of service period (dd.mm.yyyy)	End date of service period (dd.mm.yyyy)	Vehicle make and registration number

The applicant is aware that:

1. passing the **Background Check** does not guarantee automatic access to the **Defence Forces Security Area (DFSA)**;
2. the Defence Forces are entitled to restrict persons' access to the DFSA.

Kind regards,

[First name Surname of the requester]

[Position]

[Company name]

[Contact phone, e-mail address]

ANNEX 5: The general EDF security requirements established for entry to and presence within the security area.

When present in the EDF security area (subsection 52 (3) of the EDFOA), one must comply with the rules in force in the EDF (including fire safety, traffic and parking regulations) and the instructions of the representative of the EDF (subsection 52 (2) of the EDFOA), including:

1. it is forbidden to enter the restricted military area of the EDF while in the possession of alcohol or narcotic or psychoactive substances, firearms, explosives, partially or fully automatic or remote-controlled flying objects (e.g. drones), radioactive and easily flammable substances or items that contain such substances, and other things that might endanger myself or other persons, technology and equipment on the premises;
2. third persons cannot be brought to or allowed to enter the restricted military area of the EDF without the permission of the EDF;
3. the person entering the restricted military area of the EDF in a vehicle is obligated to cover up, turn off or remove all on-board cameras with video and/or audio recording;
4. the EDF has the right to detain a person (or a vehicle) entering, staying in or leaving the restricted military area of the EDF to conduct a security inspection and check the person (including their clothing, possessions and vehicle) by visual inspection, pat-down, or with a technical device or a trained service dog;
5. for security and safety reasons, the EDF can temporarily prohibit a person from entering the restricted military area, or to order the persons staying in the restricted military area of the EDF to leave, or to prohibit them from leaving;
6. without a prior consent of the EDF, it is forbidden to take photographs or videos or make audio recordings in the restricted military area or buildings of the EDF, and to share/upload such recordings in any form or environment;
7. it is forbidden to stay in the restricted military area of the EDF under the influence of alcohol, narcotic, or psychoactive substances, or with the suspicion or signs of such influence;
8. it is forbidden to display symbols of aggression (including in vehicles) in the restricted military area of the EDF.