

MASTER SERVICES AGREEMENT № 16/03/2023-2

for provision of services

This **MASTER SERVICES AGREEMENT** (the "Agreement") is made and entered into as dated March 16, 2023 (the "Effective Date"), by and between

CUSTOMER COMPANY NAME, (ADDRESS) represented by the _____ (hereinafter referred to as the "Customer"), from one side, and,

EIN-DES-EIN Sp. z o. o., represented by the CEO Mykhailo Chepurniak, acting on the basis of the Charter (hereinafter referred to as the "Contractor"), from the other side, hereinafter together referred to as the "Parties", and each separately – the "Party", concluded the present Agreement as follows:

1. Subject of the Agreement

- 1.1. On the basis of this Agreement, the Contractor is obliged to provide the Customer with software development, digital design or other IT and consulting services according to the Customer's requests from time to time (hereinafter referred to as the "Services"). Description and volumes of the Services are defined by the Parties in one or more annexes to the Agreement ("Annexes"). Each Annex shall be signed by authorized representatives of both Parties and shall form an integral part of this Agreement. In case of conflict or ambiguity between any term of this Agreement and an Annex, the terms of the Agreement shall prevail, unless any express or specific exemption is provided by the Agreement or Annex.
- 1.2. The Customer is obliged to pay for the Services, provided by the Contractor, in accordance with volumes, procedures and conditions established by this Agreement and the Annexes.
- 1.3. The Contractor will be the sole Party responsible for (i) performing the Services, (ii) verifying that the Services meet the requests of the Customer.
- 1.4. In the course of providing services, the Parties may additionally agree on additional services not provided for in this Agreement, and shall enter into specific agreements and/or define new Annexes and/or amend this Agreement and the existing Annexes ("Additional Agreements"), and the fees due in relation to the performing of such additional services shall be agreed upon by the Parties and paid separately.

2. Procedure, terms of performance and coordination of works

- 2.1. The Services should be performed in accordance with this Agreement and its Annexes and to be provided in full, simultaneously, or in stages, depending on their complexity and the timeline that the Contractor is required to present in advance to the Customer.
- 2.2. The complexity of the Services outlined in the Annexes is set by the Contractor independently on the basis of its existing experience and practical knowledge.
- 2.3. The general term of rendering Services is determined by the Parties in the Annexes and their performance begins from the moment the Customer submits the information and materials necessary for the beginning of works.
- 2.4. The term for submission of information by the Customer, which begins from the moment the Contractor sends to the Customer's e-mail a letter with a clearly formed request for the necessary data for work, is not included in the total period provided for in paragraph 2.3. of this Agreement. In this case, the Parties have agreed that the information and data requested by the Contractor will be provided by the Customer within a reasonable time.
- 2.5. When providing the Services, the Contractor coordinates with the Customer on the expected outcomes and deliverables resulting from the provision of the Services ("Expected Deliverables") by sending an e-mail with the relevant materials or the link to such materials, and within 24 (twenty-four) hours the Customer approves the Expected Deliverables or provides motivated comments and/or requests for adjustments.
- 2.6. If within 24 (twenty-four) hours the Customer has not provided the required information and / or materials, or has not approved certain works, the Contractor has the right to consider such works agreed and to decide on the continuation or termination of Services.
- 2.7. The Parties agree that making adjustments to Expected Deliverables that are not reasonably covered by what has been previously agreed among them is considered possible only if the Customer makes an additional payment, the amount of which is separately agreed by the Parties.

- 2.8. The Customer accepts final results of Services (“Final Deliverables”) within 10 (ten) calendar days from the delivery by the Contractor or provides a motivated refusal of the Final Deliverables.
- 2.9. The Contractor represents and warrants that the Final Deliverables will be original in nature and will not infringe the rights of any third party; (ii) that the Contractor owns or has lawful and unfettered disposal of any tangible assets used.
- 2.10. If, as specified in paragraph 2.8. to this Agreement, the Customer did not provide a reasoned refusal to accept a Final Deliverable, the latter is considered as such that meets the requirements of the Customer and implicitly accepted by the Customer.
- 2.11. In case the Customer issues a statement of motivated refusal of the Final Deliverables, the Contractor eliminates any error, flaw, inaccuracy, and/or shortcomings specified in such statement and carries out necessary improvements. If it is impossible to eliminate the errors, flaws, inaccuracies and/or shortcomings or make the necessary improvements, the Parties reduce the cost of the Services in proportion to its actual volume and achieved results, as well as consider the possibility of continuing the execution of the Services.
- 2.12. The payment of an invoice shall be deemed as a confirmation that the Customer accepts all the Final Deliverables for which such invoice is issued, and that the Customer has no claims on the quality of those Final Deliverables. Additional statement of Service acceptance (Act) is not required.

3. Fees and payments for the Services

- 3.1. The calculation of the fees for the provision of the Services is established in Annex 1 to this Agreement (“Fees”), including the list of Services and estimated costs.
- 3.2. The Contractor will submit invoices and reports regarding Services provided and Final Deliverables created for the Customer upon completion of the milestones (sprints) specified in the applicable Annex to the Agreement or, if no such milestones (sprints) are specified at the Annex to the Agreement, on a monthly basis.
- 3.3. The payment shall be made by the Customer within 5 business days upon receipt of the Invoice from the Contractor.
- 3.4. Payment of the Fees is due only in relation to those Services that were executed by the Contractor in line with the instructions of the Customer specified in the applicable Annex to the Agreement or in electronic form (including by means of an e-mail to the relevant addresses specified in paragraph 6 below. The Customer is fully exempted from any payment for any service and/or deliverable that were not previously ordered by the Customer itself.
- 3.5. The Customer shall pay the Fees as Contractor’s sole and complete compensation for all Services, Final Deliverables, and intellectual property rights used by the Contractor for the execution of the Services under this Agreement. Each payment due to the Contractor shall be paid by wire transfer of funds to the Contractor’s bank account.
- 3.6. Revision of the Fees of Services and/or an hourly rate of Services by 10-15% under this Agreement and its Annexes may be carried out by the Contractor in case of cooperation of the Parties more than 6 months from the date of signing this Agreement, or the date of preliminary revision.
- 3.7. The Parties agree that in the event of a dispute over the payment of individual payments, the Customer undertakes to make payments that were previously agreed, and after resolving the conflict to make the disputed payments on terms agreed by the Parties.

4. Rights and obligations of the Parties

4.1. The Customer represents and warrants:

- 4.1.1. That it has the capacity required by applicable laws, to have any necessary authorization or permit required and to have the necessary powers to sign and execute this Agreement and to perform the obligations hereunder.
- 4.1.2. Within 5 (five) calendar days from the date of signing the Agreement, it shall supply the Contractor with all the necessary information listed in the Annexes.
- 4.1.3. Accept the Final Deliverables within 10 (ten) calendar days from the moment of delivery by the Contractor or to provide a motivated refusal of the Final Deliverables.
- 4.1.4. Not to enter into contracts for the provision of services/performance of works with employees or subcontractors

of the Contractor without his prior written consent during the term of this Agreement and 3 (three) years after its expiration.

4.1.5. During the term of this Agreement and 3 (three) years after its expiration, not to incline employees or subcontractors of the Contractor, who are in a contractual or employment relationship with the latter, to terminate such relations, namely:

- to non-performance or improper performance of contractual (employment) obligations;
- an offer to enter into a contract for the provision of services (performance of works) with another customer on more favorable terms;
- not to persuade Contractor's employees or subcontractors to terminate the relationship or to be employed by another customer.

4.1.6. It will comply with other obligations arising from the provisions of this.

4.2. *The Customer has the right to:*

4.2.1. Receive the proper execution of Services and provision of Final Deliverables under this Agreement, including suspending payment of the Fees - if the Contractors fails to cure any error, inaccuracies and/or shortcomings within 5 (five) business days from the date any such error, inaccuracy and/or shortcoming was reported - until their complete elimination by the Contractor.

4.2.2. Receive all necessary information on the execution of Services and/or provision of Final Deliverables upon simple request to the email addresses listed in paragraph 6 below.

4.2.3. Other rights arise from the provisions of this Agreement and the legislation of Poland.

4.3. *The Contractor represents and warrants:*

4.3.1. That it has the capacity required by applicable laws, to have any necessary authorization or permit required and to have the necessary powers to sign and execute this Agreement and to perform the obligations hereunder and that that the execution of this Agreement and the fulfilment of the obligations hereunder do not conflict with any agreements to which the Contractor is a party or to which, however, it is a party to or otherwise bound by;

4.3.2. When rendering Services and/or providing the Final Deliverables, it shall operate in compliance with the current legislation of Poland and its personnel will have the necessary qualities, will be highly qualified and in adequate numbers to ensure a workmanlike service and in compliance with the terms and conditions set forth in the Agreement.

4.3.3. To ensure provision of Final Deliverables, in full and within the timeline specified in the Annexes.

4.3.4. Upon the completion of Services for in this Agreement, to transfer to the Customer the Final Deliverables and any other results deriving from the Services in electronic form on the resource provided by the latter.

4.3.5. To return to the Customer, at their request, together with the results of the Services all documents provided for the execution and/or presentation of Services.

4.3.6. It will comply with other obligations arising from the provisions of this Agreement and the legislation of Poland.

4.4. *The Contractor has the right to:*

4.4.1. To receive payments of the Fees for the Services executed in accordance with the terms of this Agreement.

4.4.2. Request to the Customer information that are necessary for the provision of Services under this Agreement.

4.4.3. Other rights arising from the provisions of this Agreement and the legislation of Ukraine Poland.

5. Transfer of intellectual property rights

5.1. For intellectual property created as a result of this Agreement, all exclusive property rights, including any intellectual property right (including but not limited to the right to use the intellectual property object, the exclusive right to allow the use of the intellectual property object, the exclusive right to prevent unauthorized use of the intellectual property

object, including to prohibit such use), as well as other rights as defined by the applicable legislation of the countries where the Parties have their registered offices, shall be transferred to the Customer from the moment of their payment and do not require the signing of additional transfer documents.

- 5.2. The Customer's exclusive intellectual property right – which include, but is not limited to, permitting or prohibiting the use of any intellectual property created under the Agreement – entitles the Customer to allow or prohibit:
- reproduction of the object of intellectual property;
 - public demonstration and public display;
 - any re-disclosure of the intellectual property object;
 - translations of intellectual property objects;
 - alterations, adaptations, arrangements, and other similar changes to the intellectual property object;
 - inclusion of the object of intellectual property as an integral part of other objects of intellectual property;
 - alienation of the intellectual property object by any means or by leasing or renting property and by other transfer to the first sale of copies of the intellectual property object;
 - alienation in any way of the original or copies of the intellectual property object;
 - import and export copies of objects of intellectual property, and any other uses that exist today and those that will exist in the future.
- 5.3. Non-property copyrights, in particular, but not exclusively: copyright, right of the name, right to protection of reputation, remain with the Contractor.
- 5.4. Consideration for the author (or authors) for the transfer of exclusive intellectual property rights under this Agreement is included in the Fees for the Services under this Agreement and is not subject to any additional payment by the Customer.
- 5.5. The Customer's exclusive property rights to the intellectual property remain in force for the entire term of copyright in all territories, including other states or countries.
- 5.6. The right to disseminate information about the relationship between the Parties for advertising or other purposes that do not cause damage to the Party in respect of which the information is disseminated is the right of each Party and does not require additional written or oral consent.

6. The procedure for exchanging correspondence

- 6.1. Official correspondence under this Agreement may be carried out by exchanging documents by e-mail.
- 6.2. All communications sent by the Parties to each other at the above e-mail addresses after the conclusion of this Agreement shall be recognized by the Parties as official correspondence under this Agreement.
- 6.3. The Parties shall maintain the confidentiality of their electronic signature. The Parties shall not disclose the password or transfer access to their e-mail exchanges to third parties.
- 6.4. Subject to the above conditions, files transmitted by e-mail and containing scanned pages of signed documents shall have the legal force of the original and may not be rebutted by the Party on whose behalf they were sent.
- 6.5. The exchange of original documents is carried out at a personal meeting of the Parties, by mail or otherwise.
- 6.6. Receipt of documents by e-mail must be confirmed by the recipient no later than 2 (two) business days following the day of receipt of the communication, by replying to the e-mail.
- 6.7. The date of transmission of the relevant communication is the day of sending the e-mail.
- 6.8. Each Party will be responsible for its own capacity of receiving communications and notifications in the above manner. The Party that sent the communication shall not be held accountable for any delay in the delivery of the communication

if such delay is the result of a malfunction of communication systems, actions or inaction of Contractors, or other force majeure circumstances.

7. Responsibility of the Parties

- 7.1. The Contractor shall be liable under the terms of the Agreement within the limits of the remuneration specified in the Annexes to this Agreement.
- 7.2. The Customer is fully responsible for the completeness, accuracy, validity and timeliness of the documents and information provided by them to the Contractor.
- 7.3. In case of impossibility to provide Services for reasons dependent on the Customer (failure to provide the necessary documents that have been requested by the Contractor by means of an adequate advance notice, interference in the activities of the Contractor, and other actions (inactions) that actually prevent the Contractor from fulfilling the obligations specified in the Agreement), the refund of the Fees by the Contractor is paid partially, as it shall be reduced by the cost of activities actually performed at the moment the refund is provided to the Customer. The cost of actually performed works is determined in accordance with the Fees established in Annexes to this Agreement.
- 7.4. All misunderstandings are negotiated by the Parties. In case of disagreement, the dispute shall be settled under the legislation of Poland in force.
- 7.5. In case of non-fulfillment by the Customer of clauses 4.1.4.-4.1.5. of the Agreement, the Customer undertakes to pay penalties the amount of which is 100 000 (one hundred thousand) USD.
- 7.6. The Customer is responsible for late payment of the Service Fee in the form of a penalty of 0.5% of the amount of overdue payment for each day of delay.

8. Confidentiality

- 8.1. The Parties agree that the text of the Agreement, any materials, information and data relating to the Agreement are confidential and may not be transferred to third parties without the prior written consent of the other Party, except where such transfer is subject to official permission, documents for the performance of the Agreement or payment of taxes and other obligatory payments, as well as in cases provided by the current legislation governing the obligations of the Parties to the Agreement.
- 8.2. The obligations of the Parties regarding the non-use of information will not apply to publicly available information.
- 8.3. The Contractor can advertise the relationship existing between the Contractor and the Customer or any of the Customer's Affiliated Companies.

9. The term of the Agreement

- 9.1. This Agreement shall enter into force on the date of its signing and shall be valid for 1 year, until March 16, 2024.
- 9.2. Each of the Parties has the right to withdraw from this Agreement, notifying the other Party, in the following cases:
 - 9.2.1. At the request of the Customer – in case of unsatisfactory provision of services (periodic errors, long delays in the execution of orders);
 - 9.2.2. At the request of the Contractor – in case of delay, a period of more than ten (10) calendar days of payment under the terms of this Agreement.
 - 9.2.3. At the request of either Party unilaterally. In this case, the Agreement is considered terminated (i) on the 14 (fourteenth) calendar day (if the initiative is taken by the Contractor) (ii) on the 31 (thirty-first) calendar day (if the initiative is taken by the Customer) after receiving written notice by the other Party, if the Parties have not reached another arrangement.
- 9.3. If the Agreement is terminated by the Customer, he is obliged to pay the bills in advance until the termination of the Agreement, and attach copies of the payment document to the said request.
- 9.4. Upon expiration of the Agreement, if the Parties continue to fulfill its terms, the Agreement shall be deemed renewed for an indefinite period.

10. Force majeure

- 10.1. Each Party shall not be in breach of the Agreement or otherwise liable for any failure or delay in fulfillment of their obligations under this Agreement if non-fulfillment, or partial fulfillment of such obligations is caused by or resulting from force majeure events which shall include, but not be limited to, acts of a public enemy, acts of any governmental or quasi-governmental agency or any of their political subdivisions, fire, flood, epidemics, explosion, power or telecommunications irregularities, quarantine restrictions; strikes or other labor unrest, earthquakes, civil commotion or revolutions, war, terrorist attack, unusually severe weather conditions, or other act or event which is out of its reasonable control.
- 10.2. In case of occurrence of force majeure events, each Party shall (i) immediately notify the other Party in writing of the occurrence of a force majeure event, (ii) use its best endeavors to mitigate the effects of the force majeure event on its ability to perform the obligations provided under the Agreement, (iii) resume the performance of such obligations as soon as the force majeure event will cease. However, if any event of force majeure prevents the performance of the whole or a substantial part of the other Party's obligations under this Agreement, the non-affected Party may terminate this Agreement by giving the other Party not less than 15 (fifteen) calendar days prior written notice.

11. Final provisions

- 11.1. This Agreement shall be governed by the law of Poland.
- 11.2. All misunderstandings are negotiated by the Parties. In case of disagreement, the dispute shall be settled under the legislation of Poland in force. The Parties can amend the Agreement upon mutual consent. Any amendments to the Agreement shall be made in writing and signed by duly authorized representatives of both Parties.
- 11.3. If any term or provision of this Agreement is found by any competent court or Authority to be null, void, invalid or otherwise unenforceable, the same shall not affect the other terms or provisions of this Agreement, and the Parties shall negotiate in good faith the modification of the term deemed to be null, void, invalid or otherwise unenforceable to the extent necessary in the court's opinion to render such term or provision fully valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties herein set forth.
- 11.4. In connection with this Agreement, each Party is an independent contractor and as such will not have any authority to bind or commit the other. This Agreement is not intended, and does not constitute, nor can it be deemed or construed to create a joint venture, partnership, or agency between the Parties for any purpose.
- 11.5. The present Agreement is drawn in two authentic copies, having equal legal force, in English, one copy for each of the Parties.
- 11.6. Electronic copies (scanned from the original) of the Agreement, Annexes, and Additional Agreements, as well as invoices are legally binding until the moment of exchange of originals.
- 11.7. The Parties agree that all terms and definitions contained in this Agreement should be understood as provided by the current legislation of Poland, in particular, but not exclusively by international agreements ratified by Poland, but in their absence in the just mentioned sources, as provided by existing Poland case law.

[Details and signatures of the Parties on the next page]

12. Details and signatures of the Parties

| The Contractor | The Customer |
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| <p data-bbox="327 244 608 275">EIN-DES-EIN Sp. z o. o.</p> <p data-bbox="277 309 657 367">Adres: Lublin (20-234 Lublin) str. MELGIEWSKA, 74, office 208</p> <p data-bbox="365 369 568 396">KRS: 0000980922</p> <p data-bbox="354 400 579 427">REGON: 522502832</p> <p data-bbox="371 432 561 459">NIP: 9462718848</p> <p data-bbox="352 463 580 490">VAT Nr: 9462718848</p> <p data-bbox="220 495 715 521">IBAN PL 39 1020 1013 0000 0602 0477 2564</p> <p data-bbox="335 526 600 553">w PKO Bank Polski SA</p> <p data-bbox="320 557 614 584">SWIFT code: BPKOPLPW</p> <p data-bbox="287 589 647 616">e-mail: michael@ein-des-ein.com</p> <p data-bbox="237 703 699 734">CEO _____ Mykhailo Chepurniak</p> | <p data-bbox="1077 244 1212 275">Manhatann</p> <p data-bbox="1077 725 1212 734">_____</p> |