**SERVICE CONTRACT No. 7259**

The current contract is concluded on 11.07.2023, between

Zhanna Borsova, located at 03189 province Alicante, Calle Samaniego 22 bloque7 piso 2c, Spain, jannaborsova@gmail.com, represented by the board member Zhanna Borsova (hereinafter referred to as the Customer), and

Sergey Poznyakov, located at Alberto Goštauto gatvė 3 apt.20, 08001, Vilniaus apskritis, Vilnius, LT, vrotexwork@gmail.com (hereinafter referred to as the Contractor),

who are hereinafter referred to as Party or together Parties,

concluded this contract (hereinafter referred to as the Contract) in the following:

**1. Object of the Contract**

1.1. Under this Contract, the Customer orders and the Contractor undertakes to provide the following (hereinafter referred to as the Services):

|  |  |  |
| --- | --- | --- |
| No. | Service | Price |
| 1 | JavaScript/Solidity development | 34$/hour |

1.2. By signing this Contract, the Contractor confirms that he/she complies with the qualification criteria of the Service and the Contractor has other necessary professional skills presumed while providing the Service mentioned in the clause 1.1. of this Contract.

1.3. The Contractor is obligated, inter alia:

1.3.1. to proceed from the interests of the Customer in fulfilment of the Service by avoiding the incurrence of damage to the Customer or other persons;

1.3.2. to keep the reputation of the Customer high before third parties (incl. clients, potential clients, business and cooperation partners) and avoid an act or omission before the public which causes or might cause the distrust of the above-mentioned persons against the Customer, dissatisfaction, complaints or criticism of the public;

1.3.3. to represent the Customer only within the authorities received in the required form from the Customer. If the Contractor carries out an operation or transaction in the name of the Customer, but without the authorization of the latter or by exceeding the limits of authorization, the Contractor is responsible for the fulfilment of the obligations resulting from the latter operations and transactions.

1.4. The Customer has the right to ongoingly review the process of providing the Service and ask additional information regarding the performance of the Service. The Contractor is obligated to inform the Customer about any problems which arise during the provision of the Service and require instructions and information from the Customer.

1.5. If necessary, the Parties will conclude for each project a separate appendix of this Contract, for agreeing the detailed terms and conditions for that concrete project. All appendices of this Contract are integral parts of this Contract. The appendices may be agreed via email.

1.6. The Contractor will fulfil the Service personally and using his/her devices, instruments etc. (they are not provided by the Customer), excluding the equipment specified in the technical rider of the Contract.The technical rider shall be agreed and signed as an appendix to this Contract.

1.7. The Contractor guarantees that there are no medical contraindications for the Contractor or any other person who are required for providing the Service on the date and at the location specified in the clause 1.1

**2. Delivering and accepting the Service**

2.1. The Contractor shall deliver the Service to the Customer on the date specified in the clause 1.1 of the Contract.

2.2. The Customer has the right to refuse to pay for the Service, if the Service is not provided on the specified date due to the fault of the Contractor.

**3. Service fee payable to the Contractor**

3.1. The Contractor shall invoice the Customer to the email jannaborsova@gmail.com with the the billable hours for the past week not later than Monday of the current week. On receiving the invoice the Customer shall pay the Contractor the the total invoice amount hereinafter referred to as the Service Fee.

The Service Fee shall be paid by the Customer to the Contractor’s bank account not later than 7 days after receiving the invoice to the following bank details:

IBAN: LT49 3250 0682 3277 6505BIC: REVOLT21Beneficiary: Sergey Poznyakov

3.2. The Parties may agree in the appendices of this Contract that also costs bared related to the performance of the Service, shall be compensated to the Contractor. In this case, the compensation for proved costs shall be paid in terms and conditions foreseen in the appendix of this Contract. The Customer has a right to demand invoices and other documents related to the above-mentioned costs. If the appendix of this Contract does not foresee Customer´s obligation for compensating the costs referred in previous clause, the Customer shall not have costs compensation obligation.

**4. Confidentiality obligations**

4.1. During the validity of this Contract and for an unspecified term after the expiration or termination of this Contract, the Contractor is obliged to maintain and not disclose without the prior written consent of the Customer to third persons or use in personal or other purposes the business secrets of the Customer and its customers and partners (also other third parties), that have become known to the Contractor in connection with performing the Service, also the information meant for the Customer’s or other named persons´ internal use (among others for providing services by the Customer to its clients). The Contractor is obligated to keep the confidentiality also if this information has been obtained accidentally. The information specified as business secret can be disclosed by the Contractor to the state authorities in the cases set by the legal acts of the Republic of Lithuania provided relevant requirement has been submitted in the required form and on the legally justified basis. In the latter case, the Contractor is obliged to inform the Customer before issuing any information to the third part.

**5. Intellectual property rights**

5.1. Any and all intellectual property rights to any intellectual property objects created by the Contractor either in the course of or in connection with the performance of the Service, shall as of the moment of creation thereof, belong to the Customer..

**6. Data protection**

6.1. By concluding this Contract, the Contractor grants his/her consent to the Customer to process personal data and the Contractor also confirms that he/she has been notified of the rights of the Contractor related to the personal data processing stipulated in the Lithuanian Personal Data Protection Act, other legal acts and regulations of the relevant sector.

6.2. The Contractor is aware that the Customer processes the personal data of the Contractor, including the data on the name of the Contractor, address, references, bank account numbers, Service Fee, evaluation on performance of services and fulfilment of services and other data that could be necessary for the purpose of this Contract. The latter data can be used by the Customer for the purpose of administration and management of the personnel and control of fulfilment of this Contract).

**7. The liability of the Parties**

7.1. The Parties are liable for infringement of their obligations under this Contract.

7.2. The Parties are excused from obligations arising from this Contract and obligations connected to it partly or fully, if the non-performance is caused by force majeure. The Parties are obliged to apply all measures to prevent damage to the Party and to secure the performance of this Contract as much as possible. The occurrence of force majeure must be proven by the Party, who wants to refer to the mentioned basis, to be excused for non-performance or non-conformity performance of an obligation arising from the law or this Contract. Force majeure, for the purposes of this Contract, is not change of the financial situation, adverse climatic conditions, increase in prices, vacation, bankruptcy nor bankruptcy caution or securing of action. The Parties define the term force majeure based on the definition provided in the Lithuanian Law of Obligations Act.

**8. Expiry of this Contract**

8.1. This Contract shall enter into force from the day of conclusion and expiry by the fulfilment of the contractual obligations by the Parties or on other grounds.

8.2. The Customer has the right to terminate this Contract at any time with a two week advance notice. In this case the Customer shall remunerate the Contractor for providing the Service until the date of terminating this Contract (for the Services provided to the Customer for the termination moment).

**9. Final provisions**

9.1. The applicable law for this Contract (meaning the final applicable law) is the legislation of the Lithuania. The Parties exclude applying laws of other countries and international acts and agreements.

9.2. This Contract is subject to the regulation of contract for services under the Lithuania Law of Obligations Act. This contract relationship is not employment. The Contractor is an independent service provider. Therefore, the provisions of the employment laws are not applied at any extent.

9.3. Disagreements and disputes related to this Contract shall be settled by the Parties by negotiating. If the negotiations cannot settle the disputes arising from this Contract, the dispute shall be settled in Vilnius County Court.

Signatures of the Parties:

The Customer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/Zhanna Borsova/

The Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/Sergey Poznyakov/