



## **SERVICE AGREEMENT 073**

Drozdz Vitaly Alexandrovich, who is a citizen of the Republic of Belarus, passport series MP No. 4541848, hereinafter referred to as the “Contractor”, on the one hand, and CetraPay SpA, a San Marino Company, the main place of business (head office) of which is located on address: Via 28 Ventotto Luglio 218, 47893 Borgo Maggiore, Repubblica di San Marino B-1, paying income tax on a general basis, represented by the director Mr. Buiko Ihar, acting in accordance with the Articles of Association of the Company, hereinafter referred to as the “Customer”, on the other hand, hereinafter collectively referred to as the “Parties”, and separately as the “Party”, have entered into this Agreement as follows:

### **1. SCOPE OF THE AGREEMENT**

1.1 The Customer instructs, and the Contractor undertakes to provide the Customer with services and perform work related to computer programming, informatization consultations and any other IT works and services in accordance with the procedure, to the extent and on the terms specified in this Agreement and its Annexes, which are its integral part. part (hereinafter referred to as the Works).

1.2 Guided by the provisions of the Civil Code of San Marino, the Laws of San Marino “On Copyright and Related Rights”, “On Information”, the Parties agree that all results of the Works performed by the Contractor, whether in material form or otherwise, are confidential information of the Customer .

1.3 Confidential information of the Customer shall not be disclosed by the Parties during the term of the Agreement and within 3 years after its expiration. If, as of the date of this Agreement, any non-disclosure agreements entered into by the Parties exist or will be concluded, such agreements are valid and this Agreement does not replace or replace them.

### **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

2.1 The Customer is obliged to:

2.1.1 pay for the works and services of the Contractor in a timely manner in accordance with the act on the performance of work in accordance with the provisions of this Agreement;

2.1.2 compensate the Contractor for all documented expenses related to the provision of services and performance of work provided for by this Agreement and approved by the Customer;

2.1.3 provide the Contractor with the information necessary for the performance of the Works;

2.1.4 provide the Contractor with all the necessary equipment and provide conditions for the proper provision of services and performance of work, as provided for in this Agreement and its Annexes.

2.2. The customer has the right:

2.2.1 to control the process of work performance, to demand an appropriate report at any time. In addition, the Customer may instruct any third party to exercise control;

2.2.2 require the Contractor to comply with the terms of this Agreement and its Annexes in relation to the quality and timing of the Works.

2.3 The Contractor is obliged to:



2.3.1 independently perform all the Works, ensure the high quality of the Works performed and their full compliance with the requirements of the Customer, as well as the terms of this Agreement;

2.3.2 keep the commercial secret of the Customer. Keep all information of the Customer, received in any form before or during the execution of this Agreement, in secret, including, but not limited to the existence of this Agreement and its terms and conditions, source and compiled codes, terms of reference, information about the Customer's clients. The Contractor must comply with the confidentiality requirements of the relevant non-disclosure agreement, which may be concluded by the Parties. If the Parties enter into any non-disclosure agreement before or after signing this Agreement (regardless of the status of the Contractor entering into this agreement: an individual or an entrepreneur), it is considered an integral part of this Agreement and is binding on the Parties.

2.3.3 use the information received from the Customer solely for the purpose of executing this Agreement and not disclose it to third parties without the prior written consent of the Customer;

2.3.4 upon expiration or early termination of this Agreement, provide the Customer with all materials and documents received from the Customer or created during the execution of this Agreement, including, but not limited to: terms of reference, reports, graphic elements, compiled codes, source codes software products, formulas, specifications, know-how, photographs, plans, drawings, sample reports, models, customer lists, research, findings, inventions, ideas, etc.;

2.3.5 not to install software on the Customer's equipment without the Customer's prior written consent by e-mail, not to download or store audio, video, text materials on the equipment that violate the rights of third parties and / or contradict public moral standards (containing elements of coercion, pornographic pictures, etc.);

2.3.6 in order to protect the trade secrets of the Customer and its confidential information, the Contractor shall not have the right to make contact with the Customer's customers (actual or potential), directly or indirectly perform work or provide services to the Customer's customers and/or customers of parties related to the Customer without the Customer's consent prior written consent during the term of the Agreement and within 5 years after the date of its expiration;

2.3.7 at the request of the Customer, immediately notify him of the current performance of the Works, the progress of the provision of services in the manner approved by the Customer (by phone, fax, e-mail, etc.);

2.3.8. not receive rewards, gifts, benefits, etc. in cash or in any other material form from the customers of the Customer (in particular, securities, valuables, etc.). In such case, the Contractor shall offer to transfer such remuneration directly through the Customer to the Customer's clients.

2.4. The Contractor has the right:

2.4.1 to receive full payment for the performed Works in a timely manner;

2.4.2 require the Customer to provide information necessary for the performance of the Works, and receive it in a timely manner in the required volume.

### 3. PROCEDURE FOR PERFORMANCE AND ACCEPTANCE OF WORKS

3.1. In order to comply with the obligation of confidentiality, all Works under this Agreement must be performed exclusively on equipment and premises, ensuring appropriate confidentiality of the Results and making it impossible for third parties to gain unauthorized



access to information and Customer's Results. Thus, the Parties agree that the Works must be carried out in the premises rented by the Customer, as they provide appropriate confidentiality conditions. The addresses of the leased premises are determined by the premises lease agreements concluded between the Customer and the relevant lessor, and must be brought to the attention of the Contractor after the conclusion of the Agreement. Provision of services in any other premises or remote provision of services must be agreed by the Parties in writing (e-mail is sufficient).

3.2. During the stay in the premises rented by the Customer, the Contractor undertakes to comply with fire safety rules and industrial safety standards. If the Contractor violates these rules, provided that any damage is caused to the Customer's property and / or any harm to the health and life of third parties is caused, the Contractor undertakes to fully compensate for all losses incurred.

3.3. The Contractor has no right to perform any work or provide any services to third parties using the resources and / or equipment of the Customer and / or its clients and / or through the Customer's computer network without the knowledge and prior consent of the Customer.

3.4. In order to confirm the fact that the Contractor has completed all the Works or completed a certain stage of the Works at a certain time, the Parties must draw up an appropriate certificate of completion of the Works, which is the necessary basis for settlements with the Contractor.

3.5. The quality of the Works must comply with the requirements of the Customer, standards, specifications, any other technical documents that define the requirements for their quality, applicable to a certain type of software solutions and works. The requirements for the quality of the Results can be defined in the terms of reference sent by the Customer to the Contractor by e-mail and / or using such project management systems as JIRA, TFS or any other systems agreed by the Parties.

#### 4. COST OF WORKS AND PROCEDURE OF PAYMENTS

4.1 The work is paid in the amount of 2,000 (two thousand) US dollars for a trial period of one to three months, at the discretion of the Customer. Upon the expiration of the probationary period, payment in the amount of 2,500 (two thousand five hundred) US dollars is established.

Payment is made once a month on the 15th day of each month.

#### 5. RESPONSIBILITY OF THE PARTIES. DISPUTES SETTLEMENT PROCEDURE

5.1 The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations under the current legislation of San Marino, this Agreement and its Annexes.

5.2 All disputes related to the fulfillment of the terms of this Agreement shall be resolved through negotiations between the Parties. In case of failure to reach an agreement, the dispute is considered by the appropriate arbitration court.

5.3 If the Contractor terminates this Agreement beyond the terms specified in paragraph 6.2, the Customer may entrust the performance of the Works to be performed by the Contractor to any other person at the expense of the Contractor, and he has the right to require the Contractor to reimburse the cost of any works and services of third parties performed or provided within the time limits specified in paragraph 6.2, when the Contractor must perform work for the Customer.



5.4 If the Customer terminates this Agreement beyond the terms specified in clause 6.2, the Customer shall pay the Contractor all lost profits in the amount equal to the cost of work that should have been performed within the time limits provided for in the notice of termination of the Agreement.

5.5 The Contractor shall not be liable for violation of the rights of third parties in connection with any intellectual property objects used by the Customer and/or its clients and created by the Contractor in accordance with the instructions and requirements of the Customer or its respective customers.

5.6. The Customer has the right to deduct the penalties provided for in this Agreement from the amount of the cost of the Works payable to the Contractor.

## 6. TERM OF THE AGREEMENT

6.1 This Agreement comes into force from the date of its signing by the Parties and is valid for one year. If there is no statement from one of the Parties about the intention to terminate this Agreement, which must be sent to the other Party no later than 30 days before its expiration, it is considered automatically extended for the next year.

6.2 This Agreement may be terminated early at the initiative of either Party by giving written notice to the other Party no later than 30 calendar days before the preferred date for terminating this Agreement. In addition, the Agreement will be deemed terminated 30 days after receipt by the other Party of notification, unless the Parties have agreed on any later date. No notice of termination of this Agreement sent shall relieve the Parties from further performance of the Agreement until the date on which it is considered terminated.

6.3 Each Party has the right to immediately terminate this Agreement if the other Party materially violates the terms of this Agreement, in particular: the Contractor - if the Customer violates its obligations to pay the Contractor on time, and the Customer - if the Contractor violates the confidentiality obligation or any intellectual property rights third parties. Unilateral termination of this Agreement in any other way is prohibited.

6.4 The Agreement may be terminated at any time by mutual agreement of both Parties.

6.5 In the event of termination or expiration of the Agreement, the Contractor is obliged to provide the Customer with all the Results created by him for the Customer on the last day of the Agreement.

6.6 The Customer is obliged to make all settlements with the Contractor for the Work duly performed by the Contractor before the date of termination of this Agreement.

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 For the purposes of this Agreement, intellectual property means all results created by the Contractor in favor of the Customer (computer programs, databases, software components, compiled and source codes (texts) of programs, including all images and know-how, reports about testing and development, algorithms, technologies, projects, layouts, samples, models, documents, forms, designs, logos, website prototypes, website design, interface design elements, etc.) created by the Contractor, the implementation of its obligations under this Agreement (hereinafter referred to as the "Intellectual Property Items").

7.2. All intellectual property rights in respect of intellectual property objects belong to the Customer from the date when the Contractor creates such intellectual property items in fulfillment of its obligations under this Agreement, and can be freely transferred by the Customer (without notice to the Contractor and without its consent) to the Customer's clients or customers of Customer's related parties in accordance with certain agreements entered into between Customer and such customers. For the avoidance of doubt, the date of



creation of intellectual property objects for the purposes of this Agreement is the date on which they are uploaded, modified and / or updated by the Contractor in the relevant electronic systems of the Customer, where all source codes will be uploaded by the Contractor (for example, GitHub electronic resource system) or the date signing the certificate of completion, whichever comes first. Such rights include, in particular:

- 7.2.1 the right to use objects of intellectual property;
  - 7.2.2 the exclusive right to allow any third parties to use intellectual property objects and their derivatives;
  - 7.2.3 the exclusive right to prevent and / or prohibit any third party from illegal use of any intellectual property;
  - 7.2.4 the right to distribute objects of intellectual property through the first sale, other disposal, including the lease and lease of property, by any other delivery before the first sale of copies of intellectual property;
  - 7.2.5 the right to provide access to intellectual property objects reproduced in any material form to the general public, in particular by providing access to the network, including the Internet, or in any other way;
  - 7.2.6 the right to modify, translate, adapt and otherwise create derivative works based on or using any intellectual property;
  - 7.2.7 the right to create collective works that claim or include any intellectual property or any derivative works created on the basis of such intellectual property;
  - 7.2.8 the right to copy, produce, distribute, sell, rent, transfer, assign, license and sub-license any intellectual property;
  - 7.2.9 the right to apply for registration and obtain copyright protection, title documents for inventions, utility models, design solutions, marks for goods and services and any other type of intellectual property of San Marino and worldwide on the basis of intellectual property;
  - 7.2.10 the right to import and export any intellectual property;
  - 7.2.11 the right to keep secret any information relating to any intellectual property;
  - 7.2.12 the right to advertise any intellectual property in any form, by any means, via the Internet, radio, television, print and any other media, in any other way;
  - 7.2.13 any other intellectual property rights that may be provided for by the applicable laws of San Marino, as the case may be.
- 7.3 For the avoidance of any doubt, all intellectual property rights referred to in paragraph 7.2 of this Agreement belong to the Customer in respect of the territory of all countries around the world without limitation for the entire duration of such rights and may be assigned or transferred by the Customer in favor of any to third parties at the discretion of the Customer without the consent of the Contractor or his notice.
- 7.4 The Parties confirm that all payments made by the Customer in favor of the Contractor include the payment of royalties for the creation of Intellectual Property objects and for their use by the Customer and represent both payment for the assignment and transfer of exclusive rights to intellectual property objects in relation to Intellectual Property objects.
- 7.5 For the avoidance of any doubt, the provisions of Section 7 of this Agreement take precedence over all previous agreements between the Customer and the Contractor regarding the creation of intellectual property, distribution, assignment and transfer of intellectual property rights in relation to intellectual property.
- 7.6 The Contractor guarantees that the objects of intellectual property created by him do not violate any rights of third parties, including copyright in relation to trade secrets, and the execution of this Agreement does not entail violations of obligations to any other persons,



including the obligation of confidentiality. The Contractor is solely responsible to all third parties for such violations and protects the Customer from any claims of any third parties.

7.7 The Contractor does not have the right to include any intellectual property objects created by any third parties, including those distributed under open licenses (open source), into intellectual property objects without the prior written consent of the Customer and is fully responsible for violations of the intellectual property rights of any third parties. persons.

7.8 The Contractor is obliged to provide the Customer with source codes and any other developed intellectual property objects after their creation and destroy all copies of such objects, as well as materials received from the Customer for the purpose of creating intellectual property objects, from all data carriers after the corresponding completion of the Work. The Contractor does not have the right to publish and / or transfer intellectual property and any information received from the Customer to third parties during the execution of this Agreement.

7.9 The Contractor, being the author exercising his right to a name in relation to the objects of intellectual property created by him (non-property copyright), as a rule, during the period of performance of the Works under this Agreement, chooses the following form of indicating his name: anonymously.

7.10 The method and place of indicating the Contractor's name on intellectual property objects are determined at the discretion of the Customer or any other copyright holder, if the Customer transfers exclusive rights. The customer, being the copyright holder, has the right to use the copyright sign indicating his own name.

7.11 All ideas, know-how, methods and any other information developed by the Contractor in accordance with this Agreement may be used by the Customer in any way indefinitely in his own activities without any obligation to the Contractor.

## 8. SPECIAL CONDITIONS

8.1 The parties are autonomous and independent performers of business activities, do not have an employment relationship, are not related parties. Each Party independently maintains accounting and tax records, reports and independently pays all its taxes and fees provided for by the current legislation of the Republic of Belarus.

## 9. FINAL PROVISIONS

9.1 All changes and additions to the Agreement are valid if they are made in writing and signed by authorized representatives of the Parties.

9.2 The expiration of the Agreement does not release the Parties from their obligations that arose during the term of its validity.

9.3 Neither Party has the right to transfer its rights and obligations under this Agreement to any third party without the written consent of the other Party.

9.4 The Parties agree that the provisions of the current Agreement constitute a commercial secret and should not be disclosed to third parties, unless otherwise provided by law.

9.5 This Agreement is made in two copies, one for each Party, having equal legal force.

9.6 The Parties agree that the Customer may use a facsimile signature using mechanical, electronic or any other means of backup, an electronic signature or any other equivalent of a handwritten signature on any documents related to any application of this Agreement, including, but not limited to: acts of work performed , letters and notices, reconciliation acts, etc.

Sample facsimile analogue of the director's signature \_\_\_\_\_:  
SIGNATURE (FAXIMIL)






9.7 The Parties agree that the electronic version of the Agreement, signed by the Parties and sent by fax or e-mail, is considered the original until the Parties exchange the originals of the signed Agreement.

9.8 By signing this Agreement, the Parties also agree to use an encrypted and certified digital signature in their documents for the purpose of executing this Agreement, in particular, for compiling primary documents. The parties agree to use such encrypted and certified digital signature in accordance with the procedure and under the conditions provided for by the current legislation of San Marino.

9.9 The Parties agree that all additions to this Agreement, annexes, specifications that are an integral part of this Agreement, as well as all primary documents for the purposes of this Agreement will be drawn up by the Parties in electronic form in accordance with the legislation on electronic documents and electronic document management, as well as and legislation regarding encrypted and certified digital signatures. If such documents are drawn up in electronic form and signed using an encrypted and certified digital signature, the use of the seal of the Parties is not required.

9.10 The parties may send any notices, requests, instructions, comments and documents to each other by email. The Parties undertake to receive and comply with such notifications and documents sent by e-mail, whether or not they are signed using an encrypted and certified digital signature.

DETAILS AND SIGNATURES OF THE PARTIES	
<p>Customer</p> <p>Company CetraPay SpA Head office: Via 28 Ventotto Luglio 218, 47893 Borgo Maggiore. Repubblica di San Marino B-1. Date and number of registration: 06/24/2021. No 8667, COE SM 29374 Phone: (+378) 0549 903968 e-mail: <a href="mailto:info@cetrapay.com">info@cetrapay.com</a> Bank details: Banca di San Marino, Filiale di Dogana, 47891, Via Tre Settembre, 252. IBAN: SM64Y0854009802000020186999. SWIFT/BIC: MAOI SM SM GEO Bulko Ihar</p> 	<p>Contractor</p> <p>Drozd Vitaliy Alexandrovich</p> <p>Passport series MR No. 4541848 Issued by: Oktyabrskoye police department of Minsk Date of birth: 26.02.1989 Gender: male Phone.: +375 25 740 25 28 e-mail: <a href="mailto:odaojan@gmail.com">odaojan@gmail.com</a> Bank details: BANK name: Wise BE67 9672 1954 2587 BIC TRWIBEB1XXX</p> <p>Drozd V.A.</p> 