**CONTRACT ON THE PROVISION OF INTERMEDIATION SERVICES**

**NO. 11 OF 15.08.2024**

**Art. 1. Contracting parties.**

1. **MOBILE EXCELLENCE S.R.L.**, a Romanian legal entity, incorporated and existing under Romanian law, having its headquarters in Sibiu, Aleea Geniștilor 21, Apartment no. 2, Romania, registered with the National Trade Registry Office under no. J32/593/2020, with tax code no. RO42550450, dully represented by **Ștefan Hiciu**, acting as manager, hereinafter referred to as the “***Provider***”, on one side,

and

2. **PARTNER2 Inc.**, a United States of America legal entity, incorporated and existing under the laws of United States of America, having its headquarters in 26 O'Farrell Street, 410, San Francisco, California, 94108, United States of America, dully represented by ContactPARTNER2, acting as Founder, hereinafter referred to as the “***Client***”, on the other side,

have agreed, under the legal provisions of the Romanian law, the conclusion of this Contract regarding the provision of intermediation services, under the following terms and conditions:

**Art. 2. Object of the contract.**

1. In the execution of this contract, the Provider undertakes to provide the Client with intermediation services related to the identification of one or more legal entities which meet the criteria required for the provision of services with the scope of creation and development of custom software (customer-oriented software) or their modules.

2. In the execution of this contract, for each service provider in relation to which the selection procedure is to be carried out, the Provider and the Client will conclude a written order note for the provision of intermediation services. Each such order note will constitute an appendix to this contract. The written order note will describe the selection criteria regarding the services for which the procedure is carried out, as well as the characteristics of the intermediation services requested (including the required experience, the necessary skills and qualifications, the maximum budget allocated for the respective type of services, as well as any other criteria relevant to the selection). Any change in the selection criteria initially established by the Client is to be recorded in a new written order note for the provision of intermediation services.

3. Based on the written order note for the provision of intermediation services, the Provider will perform the following intermediation activities:

- the Provider will identify the entities which correspond to the selection criteria established by the Client in order to conclude one or more independent contractor's contracts with the Provider, contracts under which one or more services are to be diverted to the Client, as the case may be;

- the Provider will identify and verify the entities which meet the selection criteria, and will then share with the Client, by electronic means, the contact details, as well as any relevant information about the identified entities;

- the Client will then decide whether to organize its own additional verification procedure with the entities recommended by the Provider and, also, will inform the Provider on the result of this analysis;

- equally, the Client may empower the Provider, through a written request, to proceed with additional analysis in relation to additional criteria.

4. In the event that the Client accepts the proposal made by the Provider, and, as the case may be, upon the completion of the Client's own assessment, it will notify the Provider the result of the assessment.

5. After the acceptance of the entity by the Client, the Provider will proceed with the conclusion of an independent collaboration contract with the entity in question, which will stipulate that one or more services are to be diverted to the Client.

**Art. 3. Entry into force and validity term of the contract.**

1. The Provider undertakes to provide the Client with the services described under Article 2 set above during the period of time starting on 12.08.2024 and ending on 22.08.2025.

2. The contract is automatically extended for successive periods of one year each, if neither party expresses its written intention to terminate its effects at least 30 days before the expiry of the relevant validity period.

**Art. 4. Fees related to the provision of services.**

1. For each of the services provided to the Client pursuant to each independent collaboration contract concluded by the Provider with the entity accepted by the Client, the Provider will bill the Client monthly all the provided services, within one single monthly invoice, which will refer to:

- the value of the services billed to the Provider by the entity providing the services which were diverted to the Client, detailed in the relevant work breakdown sheet which describes the invoiced services;

- the intermediation fee, in the monthly amount stipulated within the written order note.

2. All prices indicated in the annexes to this contract represent total prices (all taxes included), as provided by the relevant legal provisions in force in Romania on the date of issuance of each invoice.

3. The Provider is to issue the invoices in USD, with due dates which cannot be shorter than 7 (seven) days from the date of communication of any invoice to the Client.

**Art. 5. Obligations of the parties and contractual liability.**

1. The parties undertake to cooperate in good faith in order to fulfill the obligations stated by this contract. To this end, the Client undertakes to notify the Provider, within a maximum of 5 (five) working days since the date of receipt of any proposal regarding the selected entities, the acceptance or rejection of each such proposal.

2. In the event that, within 1 (one) year since the date of communication by the Provider of any proposal regarding any potential entity identified, rejected by the Client, the Client eventually proceeds to conclude a collaboration contract with that entity, the Client must notify the Provider this newly arisen event, in writing, by electronic means, within a maximum of 15 days since the date of conclusion of the collaboration contract. This notification must be accompanied by a copy of the collaboration contract concluded.

3. In the event that, after the conclusion of a collaboration contract with any entity identified by the Provider, the Client eventually concludes an individual employment contract or an independent contractor's contract with one of the employees or independent contractors within the entity identified by the Provider, the Client will pay additional fees, as follows:

- if the circumstance occurs in less than 12 months after the conclusion of the collaboration contract with the entity identified by the Provider, the additional fee will be equal to twice the gross amount of the monthly remuneration indicated in the individual employment contract or in the collaboration contract.

- if the circumstance occurs after the passage of 12 months, but up to 24 months after the conclusion of the contract with the entity identified by the Provider, the additional fee will be equal to the gross amount of the monthly remuneration indicated in the individual employment contract or in the collaboration contract.

For the purpose of applying this clause, the Client must notify the Provider this newly arisen event, in writing, by electronic means, within a maximum of 15 days from the date of conclusion of the individual employment contract or independent contractor's contract. This notification must be accompanied by a copy of the individual employment contract or of the independent contractor's contract concluded.

4. The breach by the Client of the obligations provided for under Article 5 paragraph 2 set above, entails the obligation to pay the Provider, as predetermined damages, a compensation equal to three times the amount that would have been owed as a fee for a period of 24 months according to Article 4 paragraph 1 of this contract. In order to avoid any uncertainty, the parties expressly establish that the compensation is due separately for each breach of the obligations provided by Article 5 paragraph 2 from above, which are separately reportable to each entity selected by the Provider and initially refused by the Beneficiary.

5. The breach by the Client of the obligations provided for under Article 5 paragraph 3 set above, entails the obligation to pay the Provider, as predetermined damages, a compensation equal to three times the amount that would have been due as a fee according to Article 5 paragraph 3 of this contract. In order to avoid any uncertainty, the parties expressly establish that the compensation is due separately for each breach of the obligations provided by Article 5 paragraph 3 from above, which are separately reportable to each individual employment contract and to independent contractor's contract, as the case may be.

6. The Provider and the Client fully and independently undertake the obligation to comply with all legal regulations applicable to the activity performed under this contract, without either party being able to claim liability from the other party in the event of a breach of any legal provisions.

7. The default in payment of any invoice by its due date entails the obligation of the Client to pay the Provider penalties of 1% for each day of delay, calculated against the amount due. After 10 days of delay, the Provider is entitled to suspend the provision of services until the full payment of the arrears and to notify the unilateral termination of this contract, without the need for notice of default, the granting of any notice period or the intervention of the courts. For the purposes of applying this clause, the unilateral termination of the contract has no effect on the Client's obligation to pay the fees due until the date of transmission of the notice of termination, regardless of whether they have been invoiced or not.

**Art. 6. Force majeure.**

1. The impossibility of either party to fully and promptly perform any of its contractual obligations does not entail contractual liability if the breaching party proves that the non-performance, incomplete, improper or delayed performance of the duty in question is due to an event of force majeure.

2. In the event of the occurrence of a force majeure event, the party invoking this justification must send a written notice to the other party, by electronic means (e-mail), within 10 (ten) working days since the date on which the impossibility of appropriate performance arises and it must also detail the measures taken in order to limit the consequences caused by the impossibility of adequate performance of the obligation.

**Art. 7. The duty to repeat the selection procedure free of charge.**

1. Even if the parties understand that the Provider is not able to guarantee the way in which any selected entity recommended to the Client will fulfil its contractual obligations, under this clause, the Provider assumes the obligation to repeat, one time only, the selection procedure free of charge.

2. The obligation to repeat the selection procedure free of charge is incumbent on the Provider if the entity selected by the Provider, with which it has concluded a collaboration contract based on which services are provided for the final benefit of the Client, ceases collaboration in less than 3 months since the date the contract was concluded or if, in the same period of time, it is proven that the selection criteria are not met.

3. In order for the obligation to repeat the selection procedure free of charge to become enforceable, the Client is required to notify the breach of the selection criteria within 5 (five) days since the date this event occurs.

4. In all circumstances, the obligation to resume the selection procedure free of charge is not applicable in the situation where the termination of the contractual relations or the lack of performance in the provision of services was caused by the direct or indirect conduct of the Client (modification of the terms of service provision or non-compliance with the obligations assumed by the Client).

**Art. 8. Confidentiality of information.**

1. The parties undertake to use the information provided to each other exclusively for the purpose of providing the services that are the subject of this contract. The obligation of confidentiality is complete, in the sense that it covers all information provided both before and after the conclusion of this contract (regardless of whether it refers to technical, organizational or any other information).

2. Also, the obligation of confidentiality also applies to the content of this contract and its annexes.

3. The obligation of confidentiality is valid throughout the entire period of validity of the contract, as well as additional 2 (two) years term since the date the effects of this contract shall cease. Each of the parties may authorize the other, by written consent, the usage of some of the information that is the subjected to this confidentiality clause.

**Art. 9. Personal data management.**

1. In the execution of the obligations assumed by this contract, the Provider undertakes to fully comply with the regulations regarding the protection of personal data provided by the entities identified in the selection procedure. For this purpose, the Provider will obtain the prior written consent of any natural person who could be targeted by the processing of personal data, according to the regulations in force. The breach of this obligation entails the obligation of the Provider to compensate the Client with the equivalent of any fines the latter would end up being held accountable for due to this omission.

2. The Client undertakes to process any personal data communicated by the Provider regarding any identified entity only for the purpose for which they were made available to it, respectively for the purpose of organizing the selection procedure and, possibly, for the purpose of concluding a collaboration contract. After the completion of any selection procedure, the Client undertakes to permanently delete all personal data referring to natural persons within the entities proposed by the Provider. The breach of this obligation entails the obligation to compensate the Provider with the equivalent of any fines the latter would end up being held accountable for due to these omissions. Also, after each operation of deletion of personal data, the Client will draw up a written report, which it will be conveyed to the Provider by electronic means.

**Art. 10. Termination of the contract.**

1. The effects of this contract shall cease upon the expiry of the period of validity determined by under the provisions of Article 3 set above, if either party expresses, in writing, its intention to terminate its effects at least 30 days prior to the expiry of the current period of validity.

2. Also, the contract terminates before the term set by Article 3 from above, by the agreement of the parties, expressed in writing, in an appendix or by the unilateral will of the party who intends to avail itself of any of the specific clauses of unilateral termination.

3. The cessation, for any reason, of the effects of this contract, does not affect the Client's obligation to pay the fees due for the services provided, regardless of whether or not they have been invoiced by the Provider.

**Art. 11. Dispute resolution.**

1. All disputes regarding the conclusion, modification, termination, interpretation or execution of this contract will be settled amicably by the parties.

2. If the parties do not reach an amicable settlement, any disputes will be referred to the competent courts of the jurisdiction where the Provider is incorporated.

**Art. 12. Final clauses.**

1.This contract represents the real, unequivocal and complete will of both parties and invalidates any other oral agreement between them, prior to or after its conclusion.

2. Any notices between the Parties shall be conveyed exclusively in writing, by e-mail. For this purpose, the e-mail addresses declared by the parties are the following:

- MOBILE EXCELLENCE S.R.L.: stefan@mobilexcellence.com;

- PARTNER2: chester@opaque.co

3. This Contract may only be amended by the conclusion of an addendum dully signed by the contracting parties.

4. If and to the extent any provision of this Contract is held invalid or unenforceable at law, such provision will be deemed stricken from the Contract and the remainder of the clauses will continue in effect and will be valid and enforceable to the fullest extent permitted by the law, unless the cancelled clause would contain at least one obligation essential for one of the parties.

5. This contract is governed by the Romanian law.

**Art. 13. Place and date of conclusion of the contract.**

This contract was concluded remotely, by the use of electronic means, today 12.08.2024, in a single electronic copy, each party certifying that it received a complete copy, which they read in its entirety prior to its signing.

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| Provider  MOBILE EXCELLENCE S.R.L.  by  ȘTEFAN HICIU | Client  PARTNER2  by  ContactPARTNER2 |

ANNEX 1– Deliverables

The Provider agrees to provide the following services / activities in the timeframes detailed below :

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| --- | --- |
| Services / Activities | **Responsible** |
| 1. Name : Hard work with medium results 2. Start Date : **15.08.2024** 3. Duration : 12 months 4. Estimated hours : 1600 5. Cost  : 40.000$ | Provider |

This annex was concluded remotely, by the use of electronic means, today \_\_\_\_\_\_\_\_, in a single electronic copy, each party certifying that it received a complete copy, which they read in its entirety prior to its signing.

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| --- | --- |
| Client  PARTNER2  by  ContactPARTNER2 | Provider  MOBILE EXCELLENCE S.R.L.  by  ȘTEFAN HICIU |