

CONTRACT
For
implementation of technical and programming
services

Today, . 2022, in. the present contract between:

1. BG INTEGRA EOOD with registered office and management address: g.k. 13, in. E, et. 6, app. 152 , UIC: 207044617, represented by Ivo Ivaylov Yolov on the one hand, hereinafter referred to as the **CLIENT**, and

2. „Jayvery" Ltd with registered office and management address: gr. Sofia, Izgrev district, ul. "Tsarigradsko shose", 8, bl. 4, in. 206825794, UIC: 206825794, represented by Ognyan Trayanov - Manager, on the other hand, referred to as **CONTRACTOR**.

The parties agreed on the following:

I. SUBJECT

Article 1. (1) The subject of this contract is the provision of software and technical services for the implementation of the project "Creation of a web-based information system for the presentation and management of human resources on the NextTeammate platform".

(2) Programming and technical services will be performed in the order, scope and timeframe specified in:

1. Annex No. 1 - Offer

2. Annex 1 is an integral part of the contract.

II. RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 2 General rights and obligations:

1. Actively participate in the implementation of the activities covered by this contract.
2. To protect their partner's good name.
3. To keep confidential any confidential information about their partner's activities that comes to their knowledge in the course of the contract.

Art. 3. Rights and obligations of the CONTRACTOR:

(1) To design, develop and put into operation the web-based information system "**(subject)**", according to Annex 1 - offer to the contract.

(2) Not to disseminate confidential information or allow third parties to have access to such information. "Confidential Information".

Art.4. Rights and obligations of the CLIENT:

(1) To assist the Contractor in the performance of the services specified in Section I ("**SUBJECT**") of this Contract.

(2) To provide the necessary organizational and technical conditions in the course of the tasks.

(3) To pay the CONTRACTOR the agreed price in accordance with Section IV ("**PRICE AND METHOD OF PAYMENT**").

III. TERMS

Art. 5 (1) The deadline for the completion of all works under the contract is 90 days after the CLIENT has submitted the contents described in Annex 1 - offer.

IV. PRICE AND METHOD OF PAYMENT

Art.6.

(1) The CLIENT shall pay a total price of BGN 4000 (four thousand), exclusive of VAT, for the performance of the work under this contract.

(2) CLIENT shall make payment within ten (10) business days after the date of upload of the web-based information system to the web and issuance of an invoice by CONTRACTOR.

(3) The CLIENT shall transfer the amount due for the respective stage by direct transfer to the CONTRACTOR's bank account.

IBAN: BG79 UNCR 7000 1524 7626 97,

BIC: UNCRBGSF,

bank: bulbank JSC - Head Office; city: sofia

VI. WARRANTY CONDITIONS

Art. 8. (1) The Contractor shall provide 3 (three) months warranty support and accompaniment of the software product subject to the contract. **The warranty support does not include the addition of new functionality and content changes.**

VIII. GENERAL PROVISIONS

Art. 9. This contract may be terminated:

1. by mutual consent of the parties expressed in writing;
2. with its expiry;
3. in the event of default by the Contractor and after 10 days written notice

Art. 10 (1) The copyrights in the software product subject to the contract, with the exception of the inalienable ones under the Copyright and Related Rights Act, shall belong exclusively to the **CLIENT**, and everything produced in the course of the performance of the contract shall be the property of **the CLIENT** from the date of its creation.

(2) **The CONTRACTOR** retains the copyright to the tools used in the creation of the software product within the project. The Client shall not be entitled to provide these tools to any third party.

(3) Disputes concerning the performance of the contract shall be settled mutually by negotiation, and where this is impossible, the parties shall submit the dispute to the competent Bulgarian court for settlement under the Civil Procedure Code.

(4) The CLIENT and the CONTRACTOR shall appoint the following representatives responsible for contact between the parties in connection with the performance of the Contract:

For "Jayvery" Ltd - Ognyan Trayanov owner For "BG

INTEGRA" Ltd - Ivo Yolov , owner

(5) For all matters not covered by this contract, the norms of the legislation in force in the Republic of Bulgaria shall apply.

(6) This Contract shall be drawn up and signed in two identical copies, one for each of the Parties and shall enter into force on the date of its signature.

Contract Annexes:

1. Annex No. 1 - Offer

**FOR THE CLIENT:
CONTRACTOR:**

FOR THE

IVO YOLOVOGNIAN TRAYANOV

OWNER

MANAGER

This is only for large projects:

VI. NEUSTOIKI

Art. 8

(1) If the CONTRACTOR is late in the performance of the task due to his fault, he shall pay the CLIENT a penalty of 0.25% per day, but not more than 10% on the value of the respective stage of the contract.

(2) In the event of late payment, the CLIENT shall pay to the CONTRACTOR a penalty of 0.25% per day, but not more than 10% on the value of the relevant stage of the contract.

(3) Where the delay is due to reasons beyond the control of the CONTRACTOR or the CLIENT, the parties shall agree on changes to the contract that are as satisfactory as possible to both parties in terms of meaning and content.

(4) If the CLIENT terminates the Contract prior to full performance, the CLIENT shall pay the CONTRACTOR:

- the remuneration for the completed stages in full.
- for incomplete stages, all costs for work actually carried out.