**SERVICE AGREEMENT  
IN THE FIELD OF INFORMATION AND INFORMATION TECHNOLOGY**

**Agreement No. 13-12-01  
City of Bengaluru, December 13, 2024**

**This Service Agreement (the "Agreement") is entered into by and between:**

**Limited liability company “ITK Private Limited “(**a participant in the Skolkovo project, providing services under this Agreement as part of the commercialization of the results of its research and development**)**, a company incorporated under the Companies Act, 2013, having its registered office at [insert address], Bengaluru, India, represented by its authorized signatory **Alexandra Grodnikova**, acting under Power of Attorney No. D-26-11 dated November 26, 2024, and

**[Citizen of the Russian Federation Ivanov Ivan Ivanovich]**, an individual residing in India, **holding passport** no **[series 1234 No. 123456]** (“Customer”). The Contractor and the Customer are hereinafter collectively referred to as the “Parties”, have entered into this Agreement as follows:

**Preamble: Terms and Definitions**

* **Project**: A temporary joint activity by several parties aimed at creating a unique product, service, or result for profit, conducted under any civil contract or as an employee under a labor agreement.
* **Technical Specification**: A description provided by the Customer outlining the parameters of the program or task to be developed. It is transferred to the Contractor according to the terms of this Agreement.
* **Contractor’s Tariff**: The set of terms and methods for determining the cost of the Contractor's services, payment procedures, and the transfer of rights to intellectual property, source codes, or databases to the Customer.
* **Appendix No. 1 to the Agreement**: The list of the Contractor's tariffs at the time of this Agreement's conclusion.
* **Appendix No. 2 to the Agreement**: An integral part of the Agreement specifying tariffs, validity periods, services provided, stages of service delivery, technical specifications, and guarantees.
* **Tech Lead Time**: Time during which the Contractor explains programming processes and methods in demand, as well as methods for information management, including but not limited to software development, adaptation, installation, testing, and maintenance.
* **Program**: Source codes, algorithms, logs, processes, images (including website design), databases, passwords, encryption algorithms, and any intermediate or final results created during service delivery.
* **Website**: The site located at<https://itk.academy>, including all its pages and subdomains.
* **Platform**: The "ITK Academy" Educational Platform (Registered Software Certificate No. 2024685750 dated November 1, 2024), owned by LLC "ITK." It facilitates educational and consulting services and interaction between the Contractor and Customers.
* **Personal Account**: A secure section of the Platform created upon Customer registration, providing access to Platform functions. Actions performed through the Personal Account are deemed legally binding and authenticated by the Customer's login credentials.

**1. Subject of the Agreement and Key Terms**

1.1. Under this Agreement, the Contractor provides the Customer with the following information and consulting services:

* Clarification of programming processes and methods in demand;
* Study and consultation on methods for managing information;
* Consultation on accounting and tax management for IT professionals;
* Market research and consultations based on findings;
* Technical support for projects involving the Customer;
* Employment assistance, including:
  + Drafting competitive resumes using project databases;
  + Automated resume distribution;
  + Access to career webinars and individual expert consultations;
  + Feedback on job interviews;
  + Matching suitable projects for the Customer.

Services are provided via remote access to the "ITK Academy" Platform. Access credentials are provided by the Contractor. Services include career module access, technical support, and tax consultation.

1.2. The Customer agrees to pay the Contractor's fee as specified under this Agreement.

1.3. The Contractor may involve third parties, assuming full responsibility for their actions.

1.4. The Contractor determines the work's order, schedule, location, and methods.

1.5. Intellectual property rights developed by the Customer during services transfer to the Customer upon full payment.

1.6. The Contractor may display the Customer’s trademarks or logos on its website during and after the Agreement’s term.

1.7. Agreement timelines (start, intermediate, and final) are established in supplementary agreements.

1.8. Accounting and tax consulting services are provided upon mutual agreement.

1.9. The Contractor's actual expenses are determined by the applicable tariff in supplementary agreements.

1.10. The Customer must promptly inform the Contractor of their participation in projects, including details such as terms, remuneration, and supporting documents. Failure to comply constitutes a material breach.

1.11. Registering or deregistering as an individual entrepreneur does not terminate this Agreement. Entrepreneurs must provide the Contractor with updated details within three days.

**2. Procedure for Service Provision**

2.1. For the provision of services (performance of work), the Parties shall enter into an Supplementary Agreement, which specifies the following:  
2.1.1. The rate and cost, taking into account the Contractor's taxation system.  
2.1.2. Payment terms.  
2.1.3. Service provision (work performance) stages.  
2.1.4. Starting, intermediate (if any), and final deadlines for service provision (work performance).  
2.1.5. Technical specifications, the list of information, and materials provided by the Contractor to the Customer.  
2.1.6. Specifics regarding the transfer of rights to intellectual property results (if applicable).  
2.1.7. Other terms agreed upon by the Parties.

2.2. The necessary information and materials shall be provided by the Contractor to the Customer within three (3) calendar days from the date of signing this Agreement and the Supplementary Agreement. These shall be deemed accepted by the Customer unless objections are raised within three (3) calendar days of receipt using any methods specified in Clause 2.6 of this Agreement.

2.3. All notifications, warnings, notices, statements, and other legally significant communications (hereinafter referred to as "Notifications") between the Parties during the execution of this Agreement and/or Supplementary Agreement shall be made in written form:  
2.3.1. Via email (specified in Clause 11 of this Agreement).  
2.3.2. Through WhatsApp and Telegram messengers at the phone numbers specified in Clause 11 of this Agreement.  
2.3.3. Through public postal service operators ("Postal Service"), sent by registered mail with acknowledgment of receipt and an inventory of enclosures (to the addresses specified in Clause 11 of this Agreement).  
2.3.4. By courier or an authorized representative of the Party, with delivery under the signature of the authorized representative of the receiving Party.

2.4. Notifications sent via email shall be considered received by the receiving Party on the date of successful dispatch, provided they are sent to the email addresses specified in Clause 11 of this Agreement.

2.5. An email notification shall be considered undelivered if the sending Party receives a delivery failure message. In such a case, the sending Party must send the notification via the Postal Service, using registered mail with acknowledgment of receipt, to the address of the recipient specified in Clause 11 of this Agreement.

2.6. A notification sent by registered mail shall be considered received by the recipient Party in the following cases:  
2.6.1. Information confirming receipt is available via the "Postal Tracking" service on the official website of the Russian Post at<https://www.pochta.ru/tracking> or, if sent through another postal organization, information from that postal organization obtained by any means.  
2.6.2. The recipient Party, despite postal notification, failed to collect the message or refused to accept it, or the message was not delivered due to the absence of the addressee at the address specified in Clause 11 of this Agreement, resulting in the message being returned to the sender with a reason for return.  
2.6.3. The notification was delivered to the recipient Party but was not handed over to them or was not reviewed by them due to circumstances under their control.

2.7. A notification delivered by courier to the recipient Party shall be considered received on the date of actual delivery to the authorized representative of the recipient Party under their signature.

2.8. The Parties agree that when sending any legally significant notifications by the methods specified in Clauses 2.6.1 and 2.6.3, duplication of such notification via the method specified in Clause 2.6.2 is mandatory for the notification to be deemed properly delivered.

**3. Delivery of Service Results to the Customer and Acceptance by the Customer**

3.1. The service results may be delivered in a single instance after the final or only stage. Signing interim and/or monthly service acceptance certificates is optional and shall be initiated by the Contractor.

3.2. The Service Acceptance Certificate shall include:  
3.2.1. A list of specific results of services rendered (or works performed), their delivery method, and cost.  
3.2.2. Terms for the transfer of exclusive rights (for results of services rendered or works performed) and the cost of such transfer.  
3.2.3. Other information as specified in this Agreement or the Supplementary Agreement.

3.3. Within three (3) business days from the completion of services, the Contractor shall provide the Customer with a signed Service Acceptance Certificate in two (2) copies using any method specified in Clause 2.6 of this Agreement.

3.4. Within three (3) business days of receiving the Service Acceptance Certificate, the Customer must accept the Program (services rendered / works performed), sign and return one (1) copy of the Certificate, or provide written objections using any method specified in Clause 2.6 of this Agreement.

3.5. If the Customer fails to provide written objections within the specified period, the services shall be deemed accepted by the Customer, and the Certificate shall be considered signed and effective as drafted by the Contractor.

3.6. The timeframe for the Contractor to address deficiencies specified in the Customer's objections shall be agreed upon separately. In this case:  
3.6.1. The period for service provision (work performance) shall be extended accordingly.  
3.6.2. The deficiencies may be remedied by the Contractor ahead of schedule.  
3.6.3. Upon rectification of the deficiencies, the Contractor shall resend the Service Acceptance Certificate to the Customer as outlined in Clause 3.3 of this Agreement.

**4. Warranties and Representations**

4.1. The Contractor does not guarantee the Customer successful completion of an interview or the signing of an agreement of any form with third parties for participation in the Project, as the occurrence of this event does not solely depend on the Contractor's will.

4.2. The Contractor's warranties cover the following:

* Technical assistance on the Project,
* Preparation for Project acquisition,
* Project search assistance,
* Guarantee of the monthly salary amount for the acquired Project.

These warranties are specified in Supplementary Agreement No. 2 to the Contract (Clauses 9–10).

**5. Cost and Payment Procedure**

5.1. The total price of this Agreement equals the sum of all payments made by the Customer under this Agreement, based on the respective Supplementary Agreement. This amount cannot be less than the actual expenses incurred by the Contractor, as stipulated in Clause 1.10 of this Agreement.

5.2. Payment shall be made by the Customer in the amount and under the terms of the applicable Rate specified in the Supplementary Agreement.

5.3. Unless otherwise stated in the Supplementary Agreement, the Customer's payment date shall be deemed the date the funds are credited to the Contractor's bank account, as specified in Clause 11 of this Agreement.

**6. Liability of the Parties**

6.1. If the Customer violates the provisions of Clauses 1.10 and 1.11 of this Agreement, or if the Customer provides inaccurate information to the Contractor under Clauses 1.10 and 1.11, the Customer shall pay a penalty of 150,000 (one hundred fifty thousand) rubles to the Contractor and compensate for the Contractor's lost profits.

6.2. In case of delayed payment for services rendered (or work performed), the Customer, upon written request from the Contractor, must pay a penalty of 0.01% of the overdue amount for each day of delay.

**7. Intellectual Property and Confidentiality**

7.1. If, during the provision of services (or performance of work) under this Agreement, the Customer creates a Program, program code, source code, or other intellectual property objects with the direct assistance of the Contractor, which the Customer uses for participation in the Project, all exclusive rights to these objects shall transfer to the Customer upon the simultaneous fulfillment of the following conditions:  
7.1.1. The Contractor delivers the services (or work results) to the Customer as stipulated in this Agreement.  
7.1.2. The Customer fully pays for the work performed (or services rendered) and the cost of transferring the rights to the intellectual property results per the Rate.

7.2. The Contractor may use the Customer's intellectual property objects:  
7.2.1. For advertising their work and services to third parties exclusively for informational purposes.

7.3. If, during the performance of work (or provision of services), the Contractor uses third-party intellectual property objects, the Contractor shall provide the Customer with a list of terms under which the Customer is granted a license (or usage rights) for such objects, as part of the accompanying documentation delivered with the work results.

7.4. The terms of this Agreement and any Supplementary agreements are confidential and shall not be disclosed.

7.5. The Parties undertake to ensure the confidentiality of information regarding the terms of this Agreement, Supplementary agreements, and any information received from each other in connection with the conclusion and execution of this Agreement, including:  
7.5.1. Not transferring to third parties the originals or copies of documents containing Confidential Information.  
7.5.2. Not disclosing or allowing the disclosure of any Confidential Information to third parties or otherwise making it public.  
7.5.3. Not using Confidential Information for purposes unrelated to the fulfillment of obligations under this Agreement.

7.6. The confidentiality obligation specified in Clause 7.5 of this Agreement does not apply to:  
7.6.1. Disclosure of information (with prior written notification to the other Party) in connection with a mandatory decision, order, or requirement from any court or competent government body.  
7.6.2. Disclosure of information to the Parties' auditors.  
7.6.3. Disclosure of information to professional consultants of a Party, if required for purposes related to this Agreement (provided that the disclosing Party and the respective consultants sign a confidentiality agreement). Each Party must inform such consultants that the information is confidential and instruct them to maintain its confidentiality and not disclose it to any third party (except for individuals already entitled to access such information under this Agreement).

**8. Termination of the Agreement, Withdrawal from the Agreement, and/or Supplementary Agreement**

8.1. The Parties may terminate by mutual agreement:  
8.1.1. This Agreement.  
8.1.2. Any Supplementary Agreement.

8.2. The Customer has the right to unilaterally terminate this Agreement or any Supplementary Agreement by sending written notice no later than 20 (twenty) business days before the proposed termination date, in the manner specified in Clause 2.6 of this Agreement, and paying the Contractor for the actual expenses incurred, as determined by Clause 1.9 of this Agreement and the applicable Rate. If the unilateral withdrawal occurs more than 24 (twenty-four) calendar months after the signing of this Agreement under the terms of the applicable Rate, the obligation to reimburse the Contractor for actual expenses does not arise. Other conditions for the Customer's withdrawal not provided in this clause may be stipulated in an Supplementary Agreement.

In the event of prolonged illness (hospitalization) and/or service in the Armed Forces of the Russian Federation, the Customer may notify the Contractor in any manner specified in Clause 2.3 of this Agreement, attaching supporting documents and specifying the suspension period. If the suspension period exceeds 60 months, or if the submitted documents are found invalid, or if the Customer does not resume execution of the Agreement after this period, the Contractor has the right to invoke Clause 8.4 of this Agreement and withdraw under the conditions specified therein.

8.3. This Agreement or an Supplementary Agreement is considered terminated 60 (sixty) days after one Party receives written notice, provided that the notice complies with the deadlines set in this Agreement and the Parties have not entered into another Supplementary Agreement or otherwise confirmed the validity of this Agreement during this period.

8.4. The Contractor has the right, without adhering to the deadlines set in Clauses 8.2 and 8.3 of this Agreement, to unilaterally withdraw from the execution of an Supplementary Agreement. In this case, the Customer is not entitled to a refund of the payment for work (services) completed under the Supplementary Agreement at the time of such withdrawal if the Customer violated Clauses 1.10 and 1.11 of this Agreement.

8.5. If, at the time of receiving written notice of termination of this Agreement and/or an Supplementary Agreement, there are completed works (or rendered services), they must be paid for by the Customer within 5 (five) calendar days from the termination date.

8.6. If the Contractor fails to fulfill the warranties for the provision of services (as described in the Supplementary Agreement), the Customer has the right to terminate the current Agreement without compensating the Contractor for any actual expenses incurred for providing the services.

**9. Legal Regulation and Dispute Resolution**

9.1. This Agreement is governed by and interpreted in accordance with the laws of the Russian Federation.

9.2. All disputes arising from this Agreement are subject to pre-litigation resolution through a claims procedure. A claim must be sent by any method specified in Clause 2.6 of this Agreement and must be reviewed and resolved by the receiving Party within 30 (thirty) calendar days.

9.3. Any disputes arising from this Agreement fall under the jurisdiction of the arbitration court at the Contractor’s location.

**10. Other Provisions**

10.1. Any amendments and additions to this Agreement must be formalized in an Supplementary Agreement signed by an authorized representative of each Party.

10.2. This Agreement is signed in two copies, one for each Party.

10.3. This Agreement becomes effective upon signing by authorized representatives of both Parties and remains valid indefinitely.

10.4. This Agreement may be concluded by exchanging signed scanned copies via the email addresses specified in Section 11 of this Agreement.

| **Contractor:** | **Customer:** |
| --- | --- |
| **Limited Liability Company "ITK India Pvt Ltd." OGRN: 1236100010970 TIN/KPP: 6154164899/615401001 Legal Address: Russia, Taganrog, Turgenevsky Lane, Building 11**  **Bank Details:**   * **Settlement Account: 40702810710001375761** * **Bank: JSC "TBank"** * **Correspondent Account: 30101810145250000974** * **TIN: 7710140679** * **BIC: 044525974**   **Authorized Representative: A.E. Grodnikova (Legal-Economist) 📞 *[Insert Contact Details]* ✉ *[Insert Email]***  **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Full Name: Ivanov Ivan Ivanovich 📍 Mailing Address: Moscow, Pushkina Street, 1, 123456 📍 Registered Address: Moscow, Pushkina Street, 1, 123456**  **🆔 Passport Details:**   * **Ministry of Internal Affairs of Russia for the Chelyabinsk Region** * **Date of Issue: January 1, 2001** * **Series/Number: 1234 No. 123456**   **🧾 Tax Details:**   * **Taxpayer Identification Number (TIN): 112233445566** * **Issued by: Main Directorate of the Pension Insurance Certificate Number: 111-111-111 11**   **📞 Phone: +7 900 000 0000 ✉ Email: ivan.ivanov@gmail.com**  **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**11. Details and Signatures of the Parties:**