**Service Agreement № \_\_\_\_\_\_\_\_ / 2016** "\_\_" \_\_\_\_\_\_\_\_\_\_\_ 2016

**The Customer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of the Charter, on the one hand, and

**The Contractor:**

**Bet Invest Ltd.**, Incorporated in England, London, with registered office at office 11, 43 Bedford street, represented by Andrii Matiukha, acting on the basis of the Charter (hereinafter referred to as "Contractor"), on the other hand, together the “Parties” have concluded the present Agreement (hereinafter the Agreement) on the following terms:

1. **The terms and definitions of the Agreement**

The Package of consulting services – the services for development and support of the software developed in accordance with Customer’s requirements and the classification set out in the Annex №1, which is an integral part of Agreement.

1. The Subject of the Agreement.

1.1. Customer entrusts and the Contractor undertakes to provide the package of advisory services, in the manner and on the terms specified in this Agreement and Annexes hereto.

**2. Information about the services**

2.1. In accordance with this Agreement, the Contractor shall provide to the Customer the following services:

2.1.1. Delivery of specialized Software;

2.1.2. Provision of all instructions necessary for work;

2.1.3. Consulting and training of staff about how to work with the supplied software.

2.1.4. Technical and informational support related to the subject of agreement throughout the term of the Agreement.

**3. Price and terms of payment**

3.1. The cost of services is specified in the Annexes hereof.

3.2. The Act of rendered services to be signed by the Parties by the 10th day of the month, following the calendar month in which the services were provided.

3.3. The Customer undertakes to transfer the amount specified in the Act of rendered services into the Contractor's account within 3 days since such act was signed.

3.4. The additional payment terms that may arise during the term of the Agreement are described further in the Annexes hereof.

3.5. If the terms specified in sec. 3.3. are not fulfilled or are violated by the Customer, the Contractor has the right to discontinue the provision of services under the Agreement.

**4. Obligations of the parties**

4.1. The Contractor shall:

4.1.1. Provide timely and quality services specified in sec. 2.1 of this Agreement.

4.1.2. Upon incurrence of circumstances that prevent the proper performance of its obligations under this Agreement, urgently notify each other.

4.1.3. Prepare and transfer the Acts of rendered services to the Customer.

4.2. The Customer shall:

4.2.1. Accept the services provided by the Contractor under this Agreement.

4.2.2. After data collation and a revision of the acts of rendered services by Contractor, sign the acts within \_\_\_\_\_\_\_ days period as from receipt.

4.2.3. Pay for the services on the terms and in the manner specified in sec. 3 of this Agreement and in the Annexes hereto.

**5. Liability of the parties**

5.1. The Parties take responsibility under this Agreement and applicable law, in case of violation of their obligations under this Agreement. Breach of obligation is its failure or improper performance, i.e. the violation of the conditions specified by this Agreement and the Annexes hereto.

5.2. For a single unjustified refusal to perform its obligations, the guilty Party shall pay to the other Party a penalty in amount of 1% of the amount of damage arising as a result of such failure, for each day of delay of performance of obligations.

5.3. For a failure to comply with payment terms specified in sec. 3.3. of the Agreement and Annexes hereto, the Customer shall pay to the Contractor a penalty of 3 % of the amount of delay in payment, for each day of delay.

**6. Term of the Agreement**

6.1. The Agreement enters into the force upon signing by the Parties and shall be valid for one year from the date it was signed, but in any case until the Parties fulfill their obligations under this Agreement.

6.2. The Agreement shall be automatically extended for another year, if one month prior the expiration of the Agreement, none of the Parties has declared in writing its intention to terminate the Agreement.

6.3. The terms of this Agreement may be amended by mutual consent with the mandatory signing of an Annex to the document.

6.4. The Agreement may be terminated by mutual consent of the Parties.

6.5. Each of the Parties have the right to terminate this Agreement unilaterally, with prior written notice provided to the other Party not later than one month up to the date of the termination.

**7. Force Majeure**

7.1. The Parties are relieved from responsibility for partial or full default of obligations under the present Agreement if this default was a result of force majeure arising after the conclusion of the contract as a result of extraordinary events, which such party could neither foresee nor prevent reasonable measures.

7.2. The circumstances of force majeure are events unpredictable nature, which parties cannot influence and the occurrence of which is not liable, including, earthquake, flood, fire, as well as government regulations or orders of state bodies or military action of any kind, impeding the implementation of Parties' obligations under the present Agreement.

7.3. The Party that relies on force majeure has immediately notify the other party of such occurrence, and submit the relevant documents, certified by the Chamber of Commerce, which came under the circumstances. On termination of the force majeure, the Party that took place such circumstances shall notify the other party within 3 days from the date of their termination.

7.4. If unforeseen circumstances continue for more than 30 days, each party has the right to refuse to fulfill their obligations under this Agreement without the other party compensation for any costs and losses.

**8. General Provisions**

8.1. Neither Party shall transfer any or all rights and/or obligations specified in this Agreement to any person without the prior written consent of the other party.

8.2. Any amendments, changes and additions to this Agreement are valid and binding upon both parties only if they are written and signed by authorized representatives of both Parties.

8.3. If after the conclusion of the agreement, passed a law establishing mandatory for the Parties to the rules other than those that were in effect at the conclusion of the contract, the terms of the concluded contract shall remain in force, unless the law established that it applies to relations arising from previously concluded contracts.

**9. Confidential Information**

9.1. For purposes of this Agreement, the Parties have agreed that any information related to the execution of this Agreement shall be deemed confidential information, including but not limited to the following:

- Personal data, which is known to the Agent and the Principal in the interaction of this Agreement;

- Operation of the Parties in the performance of its obligations hereunder;

- Any information that is intended exclusively for registered users of the web site and are not publicly available;

- The information contained in e-mails sent between the Parties;

- Financial and other matters related to the relations between the Parties under this Agreement.

9.2. The parties agree that during and after the term of this Agreement, they undertake without the express written consent of the other parties not to disclose any of the Confidential Information and to make all reasonable effort to preserve the Confidential information for access by third parties.

**10. Applicable Law and Dispute Resolution**

10.1. The Parties acknowledge that at the conclusion of this Agreement, a simple written form shall be considered observed.

10.2. The Customer has read this Agreement, understands it, and had the opportunity to obtain independent legal advice before agreeing to its terms.

10.3. In case of disagreement on issues arising out of this Agreement, the Parties shall take all measures to resolve them through negotiations.

10.4. In case of change of legal address, bank details, passport information, or any other contact information, the Parties undertake to inform each other within ten (10) days via e-mail.

10.5 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

10.6. Any dispute arising under this contract or in connection with it, including any question regarding its existence, validity or termination, shall be settled by mediation in accordance with the mediation procedures of the London Court of International Arbitration, what is the procedure by referring to it is considered part of this clause.

**11. Details and signatures of the Parties**

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| **The Customer**   |  | | --- | | Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Director\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Web:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **The Contractor** **Bet Invest Ltd.**  Office 11  43 Bedford Street  LONDON  England  WC2E 9HA  Company Number 8348255  Phone: +44 (0) 2081 338 847  Email: info@bet-invest.com  Skype: **betinvest1**  **Director** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mr. Andrii Matiukha |