

## SUPPLY OF SERVICES AGREEMENT

**SUPPLY OF SERVICES AGREEMENT** (hereinafter the Agreement) entered into this **1<sup>st</sup> June 2020** by and between:

On the one part,

**DATA SOURCING LTD**, a limited liability company incorporated and registered under the Laws of Malta, bearing Maltese Company Registration Number C84034 and having its registered address at: The Hub, Suite W201, Triq Sant' Andrija, San Gwann, SGN 1612, Malta, hereinafter referred to as the "**Client**"

And, on the second part,

**MR. MOHAMED AMINE AKACHA** an Algerian national holder of Algerian Passport Number 186319201 (expiring on the 4<sup>th</sup> March 2028), and having a professional address at 02, Hai Ellouz. Benaknoun, Algiers, Algeria, hereinafter referred to as the "**Service Provider**".

individually also referred to as the "**Party**" and collectively the "**Parties**" as the context may require.

### PREMISES

GIVEN that the Client has a requirement for the ongoing services of a Developer;

HAVING REGARD to the fact that the Service Provider possesses the all qualifications, requirements and the relevant experience necessary to provide the Client with the services that the Client requires;

HAVING REGARD to the fact that the Client is willing to engage the services of the Service Provider who has already expressed the intention of accepting the engagement;

HAVING REGARD to the Parties' intention to enter into a formal agreement pursuant to which the Service Provider will provide services to the Client and thereby regulate their professional relationship as well as their respective rights and obligations as emanating from this Agreement;

NOW THEREFORE the Parties hereby agree, covenant and bind themselves by the following terms and conditions regulating their professional relationship:

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### 1. Terms of Engagement

The Client hereby engages the services of the Service Provider, who accepts, for the purpose of receiving from the Service Provider the services of a Developer.

### 2. Duration of the Engagement

This Agreement is being entered into upon signature thereof by both Parties for a period expiring on the 31<sup>st</sup> August 2020, automatically renewable thereafter for additional periods of three (3) months each time, unless either Party seeks termination in accordance with the provisions of Clause 3.

### 3. Termination of the Engagement

Either Party (the "**Terminating Party**") shall be at liberty to terminate this Agreement by giving the other Party (the "**Receiving Party**") written notice of termination of at least one (1) month; Provided that the Terminating Party may seek the immediate termination of this Agreement in the event of a Material Breach within the meaning of Clause 9 of this Agreement, on the part of the Receiving Party, and such Material Breach has not been remedied by the Receiving Party within fifteen (15) days from the date on which the Terminating Party notified the Material Breach to the Receiving Party.

### 4. Exclusivity of the Service Provider's Services

The Client understands and acknowledges that the Service Provider is an independent liberal professional. This notwithstanding the Parties hereby agree that the Service Provider shall be exclusively engaged to the Client throughout the period of this Agreement and during any automatic extension thereof, unless the Parties otherwise agree in writing or the Agreement is terminated in accordance with the provisions of Clause 3 of this Agreement, in which case the Service Provider will be free to enter into such other professional engagement with third parties as the Service Provider deems fit and proper.

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## 5. Service Provider's Remuneration

5.1. For the Services rendered by the Service Provider, the Client shall pay a monthly retainer of 700 USD (seven hundred), exclusive of any taxes that may be applicable, or such other fee as may be agreed upon from time to time between the Parties in writing.

5.2. For the purposes of this Agreement the bank account details of the Service Provider are as follows:

Account Holder's Name:	Mohamed Amine Akacha
Bank:	Paysera LT, UAB
Address:	Pilaitės pr. 16, LT-04352, Vilnius, Lithuania
IBAN:	LT873500010002730375
Swift Code:	EVIULT2VXXX

## 6. Independence

The Parties are two independent private contracting parties and this Agreement does not give rise to an employer-employee relationship and shall not be interpreted as giving rise to an agency or any other form of representative capacity of one Party for the benefit of the other Party. As a result, neither of the Parties shall have the power to bind the other Party in contract with a third party unless duly granted and in possession of a specific power of attorney to that effect, and in the absence of such a power of attorney the Unauthorised Party that enters into any agreement with third parties purporting to be doing so in the name as well as for and on behalf of the other Party shall be responsible for fulfilling and honouring the legitimate and legal expectations of such third parties acting in good faith, as well as liable towards the other Party for any damages or losses that may have been suffered as a result of the Unauthorised Party's behaviour.

## 7. Warranties

7.1. Warranties of the Client: The Client hereby warrants in favour of the Service Provider that:

- (a) The Client is validly incorporated and registered under the laws of Malta, and that such registration is still in good standing with the competent Maltese authorities, including but not limited to the Malta Business Registry and the Commissioner for Revenue;

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- (b) The Client possesses the required capacity to enter into this Agreement, has taken all corporate measures and obtained all corporate approvals in terms of its constitutive documents and internal procedures to enter into this Agreement, and that there are no legal impediments, that the Client is aware of at the time of signature of this Agreement, preventing the Client from being bound in contract with and in favour of the Service Provider, or preventing the Client from performing its obligations under this Agreement towards the Service Provider;
- (c) Once signed and executed, this Agreement shall constitute a legally enforceable right in favour of the Service Provider vis-à-vis the Client;
- (d) The Client shall perform and execute its obligations in terms of this Agreement with good faith and to the best of its ability and shall ensure that any fees due to the Service Provider in terms of this Agreement are settled in a timely manner.

**7.2. Warranties of the Service Provider:** The Service Provider hereby warrants in favour of the Client that:

- (a) The Service Provider is in possession of the relevant and required qualifications and experience to offer the Services to the Client, as well as the requisite knowledge and experience to discharge the engagement under this Agreement to the best of the Service Provider's ability in the best interest of the Client;
- (b) The Service Provider possesses the required capacity to enter into this Agreement;
- (c) Once signed and executed, this Agreement shall constitute a legally enforceable right in favour of the Client vis-à-vis the Service Provider; and
- (d) The Service Provider shall perform and execute its obligations in terms of this Agreement with good faith and to the best of its ability and shall ensure that the Services due to the Client in terms of this Agreement are performed in a timely manner.

## **8. Confidentiality**

**8.1.** The Service Provider shall treat any information or documentation that the Client may make available or in any manner share with the Service Provider for the purposes of this Agreement with the strictest level of confidentiality and shall not disclose such information or documentation to any third party unless authorized to do so in writing by the Client;

Provided that, any disclosure that the Service Provider makes to its officers or employees on a need-to-know basis for the purposes of performing the Service Provider's obligations pursuant to this Agreement

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shall not be deemed to constitute a breach of the duty of confidentiality;

Provided further that, the Service Provider shall not be deemed to be in breach of the duty of confidentiality pursuant to this Agreement if the information or documentation received from the Client is already within the public domain before it was even disclosed to the Service Provider, or became of public domain without any fault attributable to the Service Provider;

Provided further that, the Client understands and acknowledges that the Service Provider may be required to disclose information and/or documentation legitimately requested by the competent authorities within the Service Provider's jurisdiction in compliance with applicable legislation, such as the investigation of the commission of a criminal offence or an investigation within the ambit of anti-money laundering or anti-terrorist financing and such disclosure may not be deemed to constitute a breach of the Service Provider's duty of confidentiality under this Agreement.

**8.2.** The provisions of this Clause 8 shall continue to apply indefinitely and as a result will survive expiration or termination of this Agreement.

**8.3.** Any violation of the duties imposed by this Clause 8 shall be considered a Material Breach within the meaning of this Agreement.

## **9. Material Breach**

**9.1.** The Parties agree and acknowledge that, if any Party (hereinafter the "**Defaulting Party**") commits a Material Breach of any provision hereof, or materially fails to perform any obligation hereunder, such breach or failure shall constitute a default under this Agreement (hereinafter the "**Default**") which shall give rise to the Non-Defaulting Party's right to demand the Defaulting Party to rectify such Default or take remedial measures within a reasonable period of time. In the event that the Defaulting Party fails to rectify the Default or take remedial measures within such reasonable period of time, and in any case not later than fifteen (15) days following the written notice issued by the Non-Defaulting Party, the Non-Defaulting Party shall be entitled to, at its discretion:

(a) terminate this Agreement and require the Defaulting Party to indemnify all the damages; or

(b) require specific performance of the obligations hereunder and require the Defaulting Party to

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indemnify all the damages.

**9.2.** The Parties agree that occurrence of the following will constitute a Material Breach for the purposes of this Agreement:

- (a) the Client's unjustified refusal or unwarranted delay in settling the Fees due to the Service Provider;
- (b) Any one of Client's or Service Provider's warranties given by the Parties to one another in terms of this Agreement proves to be untrue or no longer valid in favour of the other Party;
- (c) The Service Provider breaches the duty of confidentiality in terms of Clause 8 of this Agreement; and
- (d) Either Party presenting itself as an agent of the other Party vis-à-vis third parties without being duly granted a power of attorney to so present itself by the other Party in writing, and vice versa.

## **10. Force Majeure**

Neither Party shall be deemed to be in breach of the obligations assumed and undertaken pursuant to this Agreement in the event of force majeure, being an event independent of that Party's volition or control that prevents that Party from performing its obligations;

Provided that the Party prevented from fulfilling its obligation shall without undue delay fulfill its obligation as soon as the event of force majeure has been resolved and the impediment is no longer existent, so as to ensure its compliance with the terms of this Agreement in favour of the other Party;

Provided that any unjustified procrastination on the part of the Party that claimed force majeure from remedying its position after the event of force majeure is no longer existent shall **give** the other Party the right to seek early termination of this Agreement in terms of Clause 3 of this Agreement.

## **11. Notices**

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**11.1.** All notices, requests, claims and other communications hereunder (jointly Notices) shall be made in writing and delivered by registered mail or transmitted by fax, return receipt requested, or e-mail, return receipt requested, to the addresses specified below:

If to the Client:

Name: Data Sourcing Ltd  
Attn: Marco Santerini  
Address: The Hub, Suite No. W201, Triq Sant' Andrija, San Gwann SGN 1612, Malta  
Phone: (+356) 7958 4700  
E-mail: [marco.santerini@actualsales.com](mailto:marco.santerini@actualsales.com)

If to the Service Provider:

Name: Mohamed Amine Akacha  
Address: 02, Hai Ellouz, Benaknoun, Algiers, Algeria  
Phone: (00213) 770 59 26 49  
E-mail: [akachamohamedamine@gmail.com](mailto:akachamohamedamine@gmail.com)

**11.2.** All Notices shall be deemed delivered upon actual receipt thereof by registered letter or upon receipt of an e-mail acknowledgement, if addressed in accordance with this article, as applicable. Each Party shall henceforth advise the other Parties of any change in address, phone number or e-mail address to which any Notice should be sent.

## 12. Indemnity

The Client shall indemnify and hold the Service Provider (which term shall for the purposes of this Clause include the Service Provider's employees) harmless from and against any and all damages that are or may be suffered by the Service Provider including but not limited to those caused by or arising from any lawsuit, arbitration, or claim made by any third party or any administrative investigation or penalty by any government authority against the Client.

Provided that any damages arising from the Service Provider's fraud, intentional misconduct or gross negligence shall not be covered by such indemnification.

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### **13. Governing Clause**

This Agreement shall be governed, interpreted and construed by reference to the laws of the Republic of Malta.

### **14. Jurisdiction Clause**

**14.1.** In the event of a dispute in relation to the interpretation, performance or execution of any provision of this Agreement, the Parties hereby agree to seek an amicable solution within a period of six (6) months from the date on which the Party claiming the dispute notifies the other Party.

**14.2.** In the event that an amicable solution is not achievable, either Party shall refer the matter to the exclusive jurisdiction of the Courts and Tribunals of the Republic of Malta to the exclusive jurisdiction of which the Parties hereby irrevocably submit.

### **15. Personal Data Consent**

The Service Provider gives its express consent to the Client's use of its personal data for accounting, remuneration and tax purposes, authorizing the transmission of this data to a third party for the same purposes only, pursuant to the GDPR.

### **16. Final Provisions**

**16.1.** This Agreement is written in the English language and executed in two (2) originals, with each Party retaining a fully executed copy.

**16.2.** Once executed, this Agreement shall supersede all other agreements, verbal or in writing, previously executed by both Parties in connection with the subject matter contained herein.

**16.3.** Any amendment to this Agreement shall be executed by the Parties in writing and shall be binding only after the signatures of both Parties have been affixed.

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**16.4.** Any rights, powers and remedies granted to any Party by any provisions herein shall not preclude any other rights, powers and remedies available to such Party in accordance with the laws and other provisions under this Agreement, and the exercise of its rights, powers and remedies by a Party shall not preclude its exercise or any other rights, powers and remedies available to it.

**16.5.** No failure or delay by a Party in exercising any of its rights, powers and remedies hereunder or in accordance with applicable legislation shall be construed as a waiver of rights and the waiver of a single or partial exercise of a right shall not preclude its exercise of such rights in any other way or other rights.

**16.6.** The headings contained herein are inserted for reference only and in no circumstances shall such headings be used in or affect the interpretation of the provisions hereof.

**16.7.** Each provision contained herein shall be severable and separate from the other provisions, and if at any time one or more provisions herein become invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected as a result thereof.

Signed today 1<sup>st</sup> June 2020

**CLIENT**

**Mr. Marco Santerini** Director for and on behalf of **Data Sourcing Ltd**

**SERVICE PROVIDER**

**Mr. Mohamed Amine Akacha** on behalf of **MOHAMED AMINE AKACHA**

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