

# General Contract for Services №34

Hong Kong

**This General Contract for Services is entered into by and between Dahua TECHNOLOGIES LIMITED**, (Address: Unit 19, 7/F., One Midtown, no.11 Hoi Shing road, Tsuen wan new territories Hong Kong; Certificate No. 6 9 6 8 4 8 2 9 - 0 0 0 - 0 7 - 1 8 - 9), hereinafter the «**Client**», and represented by director An Guangri, **and**, hereinafter the «**Contractor**», (Address:) both referred as «Parties» and separately as «Party», have signed this agreement (hereinafter the «Contract») on the following:

## 1. Subject matter.

- 1.1. Within the framework of the project, the Contractor provides the Client with services, including but not limited to:
- Write efficient code, well tested and crafted for the special requirements of distributed applications and decentralized technologies.
  - Work with self-realization of prototypes interface with the subsequent integration of a layout from the designer.
  - Participate in the development of a highly loaded data monitoring system
  - Developing libraries that will support our platform components in many scenarios and framework environments.
  - Think outside the box, and be highly creative designing features which will be used by millions of people around the world.
  - Analysis and structuring of the existing documentation.
  - Writing technical documentation for existing functionality.
  - Develop the logical and technical architecture for project and platform initiatives, and collaborates with project teams to realize them;
  - Performing Code.
- 1.2. The Client shall accept and pay for the Services to the Contractor.

## 2. Obligations of the Parties.

### 2.1. The Contractor undertakes:

- 2.1.1. Provide services to the Customer independently and in the amount established by this Agreement, provided that the Customer provides all necessary information for the provision of services and payment in the manner established by this Agreement.
- 2.1.2. Provide services to the Customer in the amount of at least 40 hours per week.
- 2.1.3. During the whole term of validity, as well as within 3 (three) years from the date of termination of the validity of this Agreement, to maintain confidentiality of commercial information, as well as to ensure protection and non-disclosure to third parties of information known to it that constitute official and commercial secrets of the Customer. Under commercial information in the context of this Agreement, the Parties shall understand confidential information and trade secrets relating to or arising out of Customer's business, including but not limited to information relating to any algorithms, inventions, processes, formulas, plans, devices, information gathering, technical data, mailing lists, distribution methods, names of suppliers and consumers (customers), customers, relations with suppliers and consumers (customers), customers and the market strategy, as well as other information, with the exception of information that, in accordance with the current legislation of the Russian Federation, can not constitute a commercial secret. The fact of violation of this

obligation is the basis for termination of this Agreement. When concluding this Agreement, the Contractor must sign a separate agreement on the non-disclosure of trade secrets.

2.1.4. Monthly, the Contractor submits to the Customer for signing the Acceptance Certificate of the executed works, in the order, in the order established by the terms of this Agreement.

2.1.5. Become a part of the project team of the Customer, do not create obstacles to the customer for publishing this information in public sources, publish information on cooperation with the Customer's project in their own social networks (including but not limited to LinkedIn).

## **2.2. The Customer undertakes:**

2.2.2. Provide documents specified by the Contractor for the provision of services.

2.2.3. Monthly to receive the services rendered by the Contractor on the Act of acceptance and transfer of the executed works signed by both Parties within 3 (three) business days from the moment the Contractor passes documents confirming the provision of services to the Contractor. In the event of the Customer's refusal to sign the Acceptance Certificate, he shall notify the Contractor within 3 (three) business days with the reasons for such refusal. In the event that the Contractor fails to receive the signed Acceptance Certificate or a reasoned refusal to sign it, the services specified in the Act are deemed to be completed on time, in due quality and payable.

2.2.4. Pay the Contractor's services in the amount, order and terms established by this Agreement.

2.3. By signing this Agreement, the parties agreed that the Customer has the right to publish in open sources information that he is cooperating with the Contractor.

## **3. Cost of services.**

3.1. Cost of services of the Contractor:

3.1.1. In accordance with this agreement, including in accordance with clause 2.1.2 of the Treaty, is \$ 6 per hour.

3.2. The parties shall, not later than the 30th day of each month, draw up an act on the services rendered for the previous month in which they fix the services rendered by the Contractor, as well as the number of hours of services rendered by the contractor, in accordance with clause 2.1.2 of the Treaty.

3.3. Payment of the remuneration specified in subparagraph 3.1.1. of this Agreement shall be made by the Customer in US dollars until the 30th day of the month (or twice per month) following the month of rendering the services.

3.4. Payment of remuneration specified in subparagraphs 3.1.2. of this Agreement shall be made by the Customer in the Project's tokens.

3.5. In the event that the Contractor provides services of poor quality / does not render the services provided for in this Agreement, the Customer reserves the right to suspend the payment of services stipulated in clause 3.1.1 of this Agreement, and not to pay bonuses provided for in cl. 3.1.2, 3.1.3 of this Agreement.

## **4. Term of the Agreement, procedure for its amendment.**

4.1. This Agreement shall enter into force on October 25, 2018 and shall remain effective until terminated.

4.2. All changes and additions to this Agreement are valid only if they are made in writing by concluding an additional agreement signed by both Parties and being an integral part of this Agreement.

## **5. Responsibility of the parties.**

- 5.1. The Contractor shall be liable for both direct actual damage caused directly to the Customer and for the damage incurred by the Customer through the fault of the Contractor as a result of the dissemination of any information provided for in clause 2.1.3 of this Agreement.

## **6. Force majeure.**

- 6.1. The Parties shall be exempt from liability for full or partial failure to perform obligations under this Contract in case of force majeure; the circumstances shall be testified by the Chamber of Commerce of the Russian Federation or by another appropriate body according to its established procedure.
- 6.2. Performance of the Parties' obligations shall be respectively transferred for the period of effect of force majeure or their consequences. It is compulsory that either party notifies the other Party in written form of its impossibility to execute the obligations according to the Contract not later than three (3) working days from the date the mentioned circumstances come into effect.
- 6.3. If these circumstances last for more than 30 (thirty) working days in succession, either Party shall have the right to refuse further performance of obligations under the Contract, having notified the other Party about the Contract termination 2 (two) weeks beforehand and having coordinated all issues in question and final settlement arrangements. A commission consisting of an equal number of both Parties' representatives shall be formed to settle the mentioned issues.

## **7. Confidentiality.**

- 7.1. The Parties shall treat all information under this Contract, financial, commercial and other information, including the information on the costs and validity of the Contract, volume of the Services and plans on future cooperation of the Parties as confidential and shall not disclose such information to the third parties, including publications in mass media or such another disclosure, without preliminary written approval by the other Party during the term of this Agreement and within 2 (two) years from the moment of its expiration.

## **8. Dispute resolution.**

- 8.1. The Parties shall take efforts to resolve any disputes and claims resulting from or in connection with this Contract by negotiations.
- 8.2. In case of non-settlement of disputes through negotiations, the Parties have the right to apply for the protection of their rights to the judicial authorities.

## **9. Final Provisions.**

- 9.1. Each Party shall take all reasonable measures necessary and appropriate to prevent unauthorized disclosure of confidential information. At the same time, the measures taken should be no less significant than those that the Party takes to preserve its own information of this kind.
- 9.2. Neither Party shall have the right to transfer its rights and obligations under this Agreement without the prior written consent of the other Party.
- 9.3. The Parties undertake to inform each other in writing about changes in their addresses, other data and details specified in this Agreement within 2 (two) days from the date of the relevant amendments.
- 9.4. For operational communication on urgent issues, the parties use all available means of communication.

- 9.5. Each Party, at the time of this Agreement, declares and warrants that a person who participates in the signing of the Treaty on behalf of the Party concerned is duly authorized to do so.
- 9.6. This Agreement is made in 2 (two) original copies having equal legal force, one copy for each Party.

**10. Legal addresses and bank information of the parties.**

**Client:**

**Contractor:**

**Dahua TECHNOLOGIES LIMITED**

**Certificate No. 69684829-000-07-18-9**

Address: Unit 19, 7/F., One Midtown, no.11

Hoi Shing road, Tsuen wan new territories

Hong Kong

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**/Director An Guangri**

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