**Services Agreement**

**№ 190123**

**January, 26th, 2023**

{{Company\_Name}}, Identification Number: {{Identification\_Number}}, individual tax number 308811178**,** registered according to laws of Portugal,(hereinafter referred to as “**Provider**”),legaladdress: Rua Passos Manuel 27, 2 andar , 1150-053 – Lisboa – Portugal acting on the basis of the registration as a private entrepreneur and Portugal Law, on one hand,

And

Individual Entrepreneur **Dmitry Neyaglov**, Identification Number: 306355930, individual tax number 306355930**,** registered according to laws of Georgia (hereinafter referred to as "**Client**"), legaladdress: Georgia, Tbilisi, Samgori district, Mikheil Gakhokidze Street, N49,acting on the basis of the registration as a private entrepreneur and Georgian Law, on the other hand,

both hereinafter referred to as the **Parties**, and each separately as a **Party**,

1. **DEFINITIONS**
   1. **Agreement** — present Agreement, including the Statement of Work (SOW) annexed as Exhibit A to this agreement and all additional agreements hereto.
   2. **Product** — any material which is created, developed, discovered and/or modified by Provider according to the provisions of this Agreement, for the purposes of performing the services, that include, but are not limited to the following:

- any written materials, presentations, documents, inventions, improvements, designs, original works of authorship, methods, applications, layouts, methodologies, specifications, databases and trade secrets, and any modifications, derivative works, that are or were made or conceived or first reduced to practice or created by it, or developed by Provider either alone or jointly with others, related in any way to the performance of the Services for Client hereunder or whether produced by Provider or agents in the performance of the Services.

* 1. **Copyrights** — exclusive intellectual property rights for usage of Product during the term of validity of such copyrights associated with the product, which are listed as follows but without limitation to all worldwide:

(a) patents, patent applications and patent rights;

(b) interests and rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions;

(c) interests and rights relating to the protection of trade secrets and confidential information;

(d) rights analogous to those set forth herein and any other proprietary rights relating to intangible property including ideas; and

* 1. **Services** — activities as a result of which a product or a document is derived and which makes the Client able to conduct marketing or sales activities of its product. The service may also include negotiation activities with potential buyers of the client. Details of Services shall be indicated in Annex A (SOW)

1. **SCOPE**

According to this Agreement, the Provider shall render the Services to Client, defined by the Parties herein, and Client shall accept such Services and pay for them pursuant hereto. Herewith, payment of the Invoice by Client shall be considered as transfer of the services by Provider and acceptance of the services by Client.

1. **TERM OF AGREEMENT** 
   1. This Agreement will remain in effect until such time it is terminated as stated herein.
   2. Each individual document of Statement of Work (SOW) attached to this agreement and incorporated herein (“SOW”), will remain in effect for the period of time stated on the SOW. Unless otherwise stated in the applicable SOW, this Agreement and any SOW may be terminated by either party with no less than thirty (30) days’ notice of termination;
2. **REPRESENTATIONS**

Provider hereby warrants that:

* 1. all information provided to the Client related to Provider’s qualifications is accurate;
  2. Provider is not subject to any contractual limitations on its/their ability to perform services under this Agreement;
  3. Provider has, or will obtain prior to the commencement of the assignment, all necessary licenses, permits and authorisations required to perform the services in the jurisdiction in which the assignment is located.
  4. Within the Agreement duration the Provider will devote as much of his productive time, energy and abilities to the performance of her duties hereunder that are necessary to perform the required duties in a timely and productive manner.

1. **THE PROCEDURE OF RENDERING SERVICES** 
   1. Provider is obliged to timely and fully render Services hereunder, according to the Statement of Work (annexed to this agreement).
   2. The adoption of the specification of the Services may be performed by any suitable means of communication, among other things exchange of e-mail messages, by means of any information exchange systems.
   3. While providing services Provider undertakes not to violate third party intellectual property rights.
   4. If Services rendered by Provider hereunder is related to any exploitation and alterations of initial and/or compiled document or any other object of copyright, exclusively owned by any third party, Provider commits to secure granting Client respective permissions or licenses for the exploitation of such objects.
   5. The Services agreed under the SOW shall be delivered to Client according to timeframes specified in the SOW and with a reasonable intervals during execution of the work is in progress, unless otherwise specified in the SOW.
   6. As an acknowledgement of Services rendering and/or Copyrights assignment Parties shall sign the Invoice which after the payment of the service fee shall be considered as Act of acceptance of rendered Services and/or assigned Copyrights (hereinafter referred to as Act). The parties may also sign the act of acceptance after obligations are finalized.
2. **COPYRIGHTS**
   1. part from the stipulated in paragraph 1.1 hereunder, Provider shall transfer to Client the Copyrights for the Software/Product, including those for object and/or source code, and any modifications and adaptations of Software, developed by Provider during the process of rendering the Services and performing the terms hereof and Client shall accept the Copyrights and pay for them pursuant hereto.
   2. Any Software accepted by the Client and related to it Copyrights, shall belong to Client and/or its designees as of their creation and Client shall be the owner of all patents, copyrights, trade secrets and all other rights of any kind or nature, in connection with such Software.
   3. Client is entitled to sell or otherwise alienate intellectual property objects obtained hereunder, and publish (disclose) obtained models, formulas, processes, rights to information concerning industrial, commercial or scientific experience (know-how) according to the terms of this Agreement.
3. **PROCEDURE OF COPYRIGHTS ASSIGNMENT** 
   1. To the extent required to exercise Client's rights under this Agreement and pursuant to that any portion of the Service may be held shall not to be considered as a work made under employment, Provider hereby irrevocably and unconditionally assigns to Client and/or its designees any Copyrights that Provider may have or acquire for the Software provided to the Client under this Agreement and to prepare all the reasonably required documents for such assignment.
   2. All Services (including without limitation, any code, algorithms and processes that are identified as proprietary or confidential or that have been created as part of the Services) that are produced and/or provided by Client or his agents will remain the sole property of Client and shall not be used or appropriated by Provider for any other purposes except of performance of Provider’s obligations for the benefit of Client hereto.
4. **PAYMENT FOR SERVICES**
   1. Client shall duly execute payment of remuneration for Services and assigned Copyrights rendered by Provider hereunder.
   2. For the rendered Services and/or assigned Copyrights Client shall рay to Provider the remuneration agreed upon in Statement of Work (Annexed to this agreement) and specified іn the Invoice raised by Provider, and payment of respective Invoice shall be deemed as acceptance of provided Services by Client.
   3. If monthly invoices are applicable by the SOW, such invoices have to be submitted to the Client no later than Friday of the first week of each (next) month.
   4. The payment according to the Invoice raised by the Provider shall be transferred to Provider's bank account, indicated herein, by means of electronic bank transfer in the amount specified in the respective Invoice, within 7 (seven) business days from the date of Invoice receipt by Client, unless otherwise specified in the SOW.
   5. The Parties by mutual agreement have established that the bank commission charged while Provider’s payment of remuneration for the rendered Services hereunder shall be paid by the Client.
   6. Provider is entitled to claim the reimbursement of the expenses related to execution of the terms hereof in case the Client has approved such expenses until they arose. The respective reimbursement shall be effected according to the Provider’s report accepted by Client.
5. **TAXES**

Parties are independently liable for the tax payments in the States of their residence according to the respective legislation of such States and international treaties.

1. **WARRANTIES OF THE PARTIES**
   1. for a period of 1 (one) months from Client’s Acceptance of each Product or Service, within validity term of present Agreement, Provider shall correct any errors in the Product as soon as possible.
   2. Provider shall not, under any circumstances, disclose to any third party, any information concerning this Agreement or its existence, including the amount of remuneration Provider receives or expects to receive under this Agreement.
   3. The Client may not assign any of its rights and/or obligations under this Agreement to any one of their wholly owned subsidiaries.
2. **LIABILITY OF THE PARTIES** 
   1. Failure of performance of obligations hereunder by the Parties shall bear liability according to this Agreement and the applicable law.
   2. Provider’s liability arising herefrom shall be limited to direct, objectively defined damages and Provider shall not have any liability for indirect or speculative damages irrespective of whether parties had been notified in advance of such possibility not including special damages, loss of use, business interruptions, loss of profits.
3. **FORCE MAJEURE** 
   1. The Parties shall not be responsible for failure of performance of their obligations or improper fulfillment of their obligations according to this Agreement, if such non-fulfillment caused by force-majeure circumstances.
   2. According to this Agreement, floods, epidemics, epizootic, earthquakes and other natural and man-made accidents, revolts, embargoes, wars or military actions of any type, occupations, mobilizations, social unrest, strikes or labor disruptions or any other circumstances, which are beyond the reasonable control and will of the Parties, and have occurred after the date of conclusion of this Agreement and which obstruct the Party's fulfillment of its obligations under this Agreement shall be considered as force-majeure circumstances.
4. **APPLICABLE LAW AND DISPUTE RESOLUTION** 
   1. This Agreement shall be governed by the laws of Georgia and shall be subject to jurisdiction of the Georgian Courts.
   2. The provisions of this Agreement concerning the public policy of any State, residents of which the Parties are, which in particular deal with taxation shall be governed by established law provisions of each respective country.
   3. In case when dispute arises out of or in relation with this Agreement, its breach, termination or validity the Parties shall attempt in the first to resolve such dispute by means of negotiations.
5. **TERMINATION OF THE AGREEMENT** 
   1. Termination of present Agreement by Client or by Provider shall be subject to 10 (ten) days prior written notice.
   2. At the request of Client or in other event, upon termination of this Agreement, Provider shall promptly deliver to Client all documents, Copyrights and other intellectual property which are the property of Client, and Client shall pay due amount of remuneration under this Agreement to Provider unless other is stipulated hereto.
6. **MISCELLANEOUS** 
   1. This Agreement shall come into force on the date being signed by both Parties.
   2. Hereby the Parties agreed that all Additional Agreements, Invoices and Acts hereto are integral parts of the present Agreement.
   3. Alterations and amendments hereto should be made solely in written form and signed by authorized representatives of the Parties. Thus the document received by facsimile (the facsimile copy of the document) or by e-mail, shall be deemed as the original till the moment of reception of the original piece of such document.
   4. All notices, advises and notifications stipulated herein or reasonably are to be given by Parties to each other, shall be sent by mail to the Parties’ addresses or via electronic means of communications to addresses and/or telephone and telefax numbers that are known to them. By signing this Agreement, the Parties certify that they are well aware of appropriate addresses, e-mail addresses and numbers.
   5. Should any part or provision of his Agreement be held unenforceable or in conflict with the law applicable hereto, the validity of the remaining parts or provisions shall not be affected by such holding of this Agreement. The Parties agreed to replace such provisions by the similar, which are not in conflict with effective laws or in case of impossibility to exclude it from the Agreement.
   6. This Agreement is made in two original pieces in English language, one original piece for each Party. In case the translation of this agreement in any other language exists and in case of discrepancy between the two versions of this Agreement the English language version shall prevail.
   7. To the extent that there may be any conflict between the terms of this Agreement and of any of its annexes (statement of work), the terms of such Annex (Statement of Work) shall control.

**IN WITNESS WHEREOF**, the duly authorized representative of each Party has signed this Agreement as of the Effective Date.

1. **LEGAL ADDRESSES AND SIGNATURES OF THE PARTIES**

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| **CLIENT:**  **Dmitry Neyaglov,**    Individual Entrepreneur      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    26th of January 2023  Tbilisi, Georgia | **PROVIDER**:  **{{Company\_Name}},**  Individual Entrepreneur  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  26th of January 2023  Lisbon, Portugal |