

Services Agreement
No. 1302/2023_01 (hereinafter referred to as the "Agreement")

March 13, 2023

Moriel Carmi, 23747012, STATE OF ISRAEL, date of issue September 25, 2017, address of residence VILLA CLAUDE-BERNARD SORELLINA 17 CHE DE PROVENCE 06600 ANTIBES, hereinafter referred to as the "Customer", on the one hand, and

Popadynets Andrii Alexandrovich, identity document: passport FG824161, residing at the address: Germany, Erlangen, 91052, Nögelsbachstraße 23, 75; hereinafter referred to as the "Contractor", on the other hand, collectively referred to as the "Parties", and individually as the "Party", have concluded this Agreement as follows:

1. SUBJECT OF THE CONTRACT

1.1. The Customer instructs, and the Contractor assumes the obligation to provide services on the instructions of the Customer, and the Customer undertakes to accept and pay for the services rendered to him.

1.2. The services under this agreement mean the provision by the Contractor of the services listed in the List of Services, Appendix 1 to this agreement (hereinafter referred to as the "Services"). Appendix No. 1 is an integral part of this Agreement.

1.3. The Parties agree that this contract is not an employment contract, but is a service contract.

1.4. The Parties agreed that this Agreement does not oblige the Customer to make social guarantees and payments other than those specified in Section 3 of this Agreement.

2. DUTIES OF THE PARTIES

2.1. The Contractor is obliged:

2.1.1. Timely provide the Customer with information on the progress of the provision of services provided for by the contract, in accordance with the agreed deadlines.

2.1.2. Provide services with proper quality in accordance with the requirements established by the current legislation and the instructions of the Customer.

2.1.3. If circumstances are identified that have or may have a significant impact on the activities of the Customer, immediately inform the Customer about this.

2.1.4. Ensure the confidentiality of information transmitted by the Customer.

2.1.5. At the end of each calendar month, within the next 5 (five) calendar days, submit to the Customer an Invoice for payment containing information on the types and volume of services rendered during the reporting month.

2.1.6. Within its competence for the work performed or planned in accordance with the contract, provide subcontractors, partners and clients of the Customer with information that is required for the subcontractors to perform their work on the instructions of the Customer. An exception to this paragraph is the legislative restrictions on the provision of information of a confidential nature in accordance with the requirements of the country in which the Contractor has the status of a resident.

Provide, if necessary, at the request of the Customer, explanations to interested parties on the services provided by the Contractor.

2.1.7. Ensure accessibility by contacting personal mobile phone number, or relevant communication channels to resolve the issue of accepting the assignment and determining the timing of its execution.

2.1.8. The contractor himself chooses the mode and schedule of work and independently makes decisions and bears the risks for the timely fulfillment of his obligations. Nevertheless, the Contractor must be available daily to interact with the Customer on working days of the week, from 10:00 to 19:00. The availability of the Contractor on holidays of the country of his residence is negotiated separately, in this case the Contractor is obliged to notify the representative of the Customer specified in Appendix 1 to this Agreement at least 1 (one) business day preceding the national holidays, while he is obliged to answer by personal mobile contact number specified in this Agreement.

2.2. The Contractor has the right:

2.2.1. Request from the Customer any documentation and information necessary to fulfill its obligations under this Agreement.

2.2.2. With the consent of the Customer, if necessary, involve third parties in the execution of this Agreement, remaining responsible to the Customer for their actions.

2.2.3. Refuse to fulfill obligations under this Agreement by notifying the Customer about it 30 (thirty) calendar days in advance, while the Contractor has the right to full payment for the period during which the Contractor provided services to the Customer.

2.2.4. By mutual written agreement of the Parties, the Agreement may be terminated earlier than the period established by the previous clause of the Agreement.

2.2.5. For timely and full payment for the services rendered to the Customer in accordance with the terms of this Agreement.

2.2.6. Notify no later than 2 (two) hours before the start of the scheduled meeting that he cannot attend. At the same time, if, for any reason, the Contractor cannot be present for a period of not more than 3 (three) business days, except for verbal notification of additional actions on the part of the Contractor, it is not required if a justification for his absence is required for a period of more than 10 (ten) calendar days, in this In this case, the Parties shall agree on the terms of the absence of the Contractor, the terms and conditions for the delivery of the services rendered, the amount and procedure for payment.

2.2.7. In the absence of mutual claims after 3 (three) or more months of joint cooperation, the Contractor has the right, without terminating the contract, within one year, to temporarily stop the provision of services for up to 14 (fourteen) calendar days within one six months, after notifying the Customer about this at least 2 (two) working days before the suspension of the provision of services, the Customer is obliged to pay for the previously rendered services in full.

2.3. The customer is obliged:

2.3.1. Timely provide the Contractor with the documentation and information necessary for the execution of this Agreement.

2.3.2. Provide all possible assistance to the Contractor in the latter's fulfillment of its obligations under this Agreement.

2.3.3. After receiving an invoice from the Contractor, with a description of the work performed, and subject to the absence of claims, make payment in full, in accordance with the terms of this Agreement.

2.3.4. An invoice with a description of the services rendered is at the same time an act of work performed, payment of the invoice is considered an acceptance of the work performed.

2.4. The customer has the right:

2.4.1. Require the elimination of deficiencies within a reasonable time.

2.4.2. To control the provision of services by the Contractor.

2.4.3. Refuse to execute this Agreement by notifying the Contractor about it fourteen (14) calendar days in advance, paying the Contractor for the period during which the Contractor provided services to the Customer.

2.5. To set tasks and / or accept the work performed, the Customer has the right to appoint a trusted person on his behalf, having previously notified the Contractor in writing.

3. PAYMENT ORDER

3.1. The cost of the Contractor's services is specified in Appendix No. 1 to this Agreement.

3.2. The Customer pays for the services once a month, to the account of the Contractor specified in the Agreement, while the Contractor has the right to demand a transfer to another account, indicating it in the Invoice.

- 3.3. Payment is made by transferring the amount specified in Appendix No. 1 to this Agreement to the Contractor's settlement account specified in Section 10 of this Contract no later than the 5th (fifth) day of each month following the month in which the services were provided by the Contractor, subject to issuance by the Contractor of the Invoice for payment, in accordance with clause 2.1.5. actual agreement.
- 3.4. The obligation to pay is considered fulfilled from the moment the funds are debited from the Customer's account.
- 3.5. The Parties have agreed that each Party shall be responsible for paying taxes and fees independently.
- 3.6. Settlements under the Agreement are carried out in a cashless manner by payment orders.

4. TERMS OF SERVICE

- 4.1. The Contractor provides services under this Agreement during the entire term of the Agreement.
- 4.2. Documents and information necessary for the Contractor to provide services under this Agreement must be transferred to the Contractor through the ClickUp task setting system, and / or by sending it via the RocketChat messenger, or by e-mail to the email address specified in Appendix No. 1 to this Agreement or in in writing, or using other means of electronic communication - WhatsApp, Telegram Web, Gmail.
- 4.3. The provision of Services under this Agreement does not require the provision of any materials, parts, equipment or other material objects from the Customer to the Contractor, nor does it require the Contractor to purchase such objects.
- 4.4. The Contractor receives a request from the Customer or his representative through the Clickup task setting system, via the RocketChat messenger, either to an email address or through another channel agreed by the Parties.
specified in Appendix No. 1 to this Agreement.
- 4.5. Upon receipt of the Customer's request, the Contractor shall, within 2 (two) business days, respond to the acceptance of the task for execution and designate a reasonable deadline through the Clickup task setting system, either via the RocketChat messenger, or by email, depending on how the request was sent to the customer.
- 4.6. In case of non-fulfillment of the written order of the Customer 2 (two) or more times without notification of the impossibility to complete the task, or without substantiating reasonable reasons for not completing the task, the Customer has the right to terminate the Agreement unilaterally with payment for the services already provided by the Contractor based on the amount specified in Appendix No. 1 to this Agreement.
- 4.7. Upon receipt by the Contractor of requests and instructions by email from the Customer or his representatives, the Contractor undertakes to send draft documents to the Customer, the representative of the Customer, and to all responsible persons, consisting in a copy of the letter.
- 4.8. To resolve all issues within the framework of the fulfillment of obligations under the Agreement, authorized persons are: Moriel Carmi (Customer): e-mail: carmi@banxe.com, as well as other interested parties in the services provided by the Contractor authorized by the Customer to interact with the Contractor: hr@banxe .com.

5. RESPONSIBILITIES OF THE PARTIES

- 5.1. For non-fulfillment or improper fulfillment of their obligations under this agreement, the parties are liable under the current legislation of France.
- 5.2. In case of delay in payment for services, the Customer is obliged to pay the Contractor a penalty in the amount of 0.1% of the unpaid amount for each day of delay.

6. EFFECT OF FORCE MAJEURE CIRCUMSTANCES

- 6.1. None of the Parties shall be liable to the other Party for failure to fulfill obligations under this Agreement due to force majeure circumstances, i.e. extraordinary and unavoidable circumstances under the given conditions that arose against the will and desire of the parties and which cannot be foreseen or avoided, including declared or actual war, civil unrest, epidemics, blockades, embargoes, fires, earthquakes, floods and other natural disasters, and also the publication of acts of state bodies.
- 6.2. A certificate issued by the relevant chamber of commerce or other competent authority is sufficient proof of the existence and duration of force majeure.
- 6.3. The Party that fails to fulfill its obligations due to force majeure must immediately notify the other Party of such circumstances and their impact on the fulfillment of obligations under the Agreement.
- 6.4. If force majeure circumstances last for 3 (three) consecutive months, this Agreement may be terminated by either Party by sending a written notice to the other Party.

7. SETTLEMENT OF DISPUTES

- 7.1. All disputes or disagreements arising between the Parties under this Agreement or in connection with it shall be resolved through negotiations between them.
- 7.2. Complaint dispute resolution procedure is mandatory. The term for responding to a claim is no more than 10 (ten) working days from the date of its receipt.
- 7.3. If it is impossible to resolve disagreements through negotiations, they are subject to consideration in the Civil Court, in accordance with the procedure established by French law.

8. PROCEDURE FOR AMENDING AND TERMINATION OF THE AGREEMENT

- 8.1. Any changes and additions to this agreement are valid only if they are made in writing and signed by both Parties.
- 8.2. Early termination of the Agreement may take place in accordance with paragraphs. 2.4.3., 4.6, 6.4. of this Agreement either by agreement of the Parties, or on the grounds provided for by French law.
- 8.3. The Party that decides to terminate this Agreement must send a written notice by e-mail of its intention to terminate this Agreement to the other Party to change it within the period specified in the relevant paragraphs of this Agreement.
- 8.4. In the event of early termination of the Agreement, the parties shall make mutual settlements for the services actually rendered at the time of termination of the Agreement.

9. OTHER CONDITIONS

- 9.1. This Agreement comes into force from the moment of its signing by the Parties and is valid until the fulfillment of each of the Parties of its obligations, and in terms of mutual settlements - until the parties fully fulfill the monetary obligations arising from this Agreement. If one of the Parties does not declare its intention to terminate this Agreement no later than 5 (five) working days before its expiration, the Agreement shall be considered extended for one more calendar year, in which a similar rule on the extension of the Agreement will be in force.
- 9.2. This Agreement is made in two copies, having equal legal force, one copy for each of the Parties.
- 9.3. The written form of the Agreement and its addenda will be considered complied with, including if the parties exchanged scanned documents at the contact e-mail addresses specified in Section 10 of this Agreement.

10. DETAILS AND SIGNATURES

CUSTOMER: Moriel Carmi, 23747012, STATE OF ISRAEL, date of issue September 25, 2017, VILLA CLAUDE-BERNARD SORELLINA 17 CHE DE PROVENCE 06600 ANTIBES Contact e-mail: carmi@banxe.com , hr@banxe.com	CONTRACTOR: Popadynets Andrii Alexandrovich Паспорт FG824161, Адрес: Germany, Erlangen, 91052, Nägelsbachstraße 23, 75 Crypto wallet: TPnT4DsYKWppjReDzQvWHbV8N7JqQXfsw d trc20 a.popadynets@banxe.com
_____ Moriel Carmi	_____ Popadynets A.A.

SERVICE LIST

1. Under this agreement, the Contractor, on the instructions of the Customer, undertakes to provide the following services:

- a. Implementation of Artificial Intelligence (ChatGPT) for IT development**
- b. Provision of other services, according to the tasks and tasks set by the Customer. Provided that such tasks and tasks are made in writing, and there are no reasonable objections from the Contractor, and their execution does not contradict the tasks from paragraph 1 of this Appendix, and also corresponds to the competencies and capabilities of the Contractor.**

2. When providing services under this Agreement, the Contractor uses the ClickUp task setting system, email address a.popadynets@banxe.com, RocketChat messenger, personal mobile number, as well as Telegram and WhatsApp messengers.
3. The cost of the Contractor's services listed in paragraph 1 of this Appendix is 2000 USDT per month. The provision of services during the first month from the date of provision of services is 1000 USDT.
4. The amount specified in paragraph 4 of this Appendix may vary by agreement of the Parties, depending on the days agreed by the Parties, when the services were partially and/or completely not provided.

SIGNATURES OF REPRESENTATIVES OF THE PARTIES

CUSTOMER:

_____ Moriel Carmi

CONTRACTOR:

_____ Popadynets A.A.