

**SERVICES PROVISION AGREEMENT**

**BETWEEN**

**CZERKA LABS LLC**

**AND**

**EVAMATCH INC**

**EFFECTIVE DATE July 18, 2024**

This Services Provision Agreement ("Agreement"), effective as of July 18, 2024 ("Effective Date") is between **EVAMATCH INC** with principal address 651 N BROAD ST, STE 206, Middletown, DE, 19709, represented by CEO Vitaliy Basiuk (hereunder referred to as "Contractor") and **CZERKA LABS LLC**, with principal address [REDACTED], represented by CEO Deante Shipp (hereunder referred to as "Customer").

## 1. SERVICES.

1.1 **Scope.** Contractor will provide to Customer software development services on a time and material basis according to the requirements provided by Customer and rates provided by Contractor in the form of a Statement of Work and Rates ("SOW"), or another form agreed by the Parties.

1.2 **Subcontracting.** Contractor may subcontract any portion of the Services to be performed under this Agreement, upon prompt written approval by Customer.

## 2. FEES.

2.1 **Budget and Rates.** Before the Contractor starts to perform Services under this Agreement, the Contractor will provide the Customer with Statement of Work and Rates.

2.2 **Invoicing.** Contractor issues invoices twice per month for services rendered from the previous two weeks accompanied by a detailed breakdown of hours utilized by each member of the Contractor team.

2.3 **Expenses.** Except as provided in SOW, Customer will pay actual 3rd party fees, such as cost of materials, shipping, and other expenses incurred in connection with the provision of Services. Contractor shall receive a written authorization prior to any such expenses from Customer.

2.4 **Payment Terms.** Payments of all undisputed invoices are due and payable within three (3) business days upon receipt of the invoice (Net3). Customer will make all payments without right of set-off or chargeback; provided, however, Customer may withhold payment for defective, rejected or improperly delivered Services or Software or improper invoices. All reasonable disputed charges will not be deemed due until dispute is resolved, and will be due and payable within three (3) calendar days from the resolution of the dispute. Both parties agree to resolve the disputed charges within three (3) days from the date of the relevant invoice, thereafter the parties shall proceed under section 9.11. The day of payment shall be the day when the funds are transferred to Contractor.

2.5 **Payment systems fees.** All expenses related to making payments to Contractor for performance of Services, including, but not limited to, bank fees, fees and any other charges of any payment systems via which the payment is made, shall be covered by Customer, whether they are paid by Customer directly or by Contractor. All the fees and charges that are paid or shall be paid by Contractor will be itemized separately.

### 2.6 **Service and Deliverables Acceptance Process and Method**

- i. Following the submission of an invoice or a timesheet report, Customer shall have three (3) business days to accept or reject the deliverable material produced during an invoicing period, based on the Acceptance Criteria established for that Deliverable in SOW, or to accept or reject the timesheet report.
- ii. If Customer notifies Contractor that it has rejected the Deliverable or a timesheet report, Customer shall

immediately provide written notice, specifying the basis of the deficiency.

- iii. If Customer notifies Contractor that Customer has rejected the Deliverable or a timesheet report, Contractor shall remedy the non-compliance no later than within ten (10) business days from the date of notification.
- iv. Upon delivery of the remedied Deliverable or remedied timesheet report, Customer shall then have three (3) business days to accept or reject the Deliverable, based on the requirements and acceptance criteria for that Deliverable, as described above, or to accept or reject a timesheet report.
- v. If Customer fails to reject any Deliverable or any timesheet report within three (3) business days, in writing specifying the deficiency, Customer shall be deemed to have accepted such Deliverable or such timesheet report as of the fifth (5th) business day.

2.7 **Payment method.** All payments to the Developer under this Agreement are made in US dollars and are transferred through transfer. Client undertakes to make payment no later than after 3 business days after the invoice date.

2.8 **Taxes.** Fees include any present or future sales, use, value added, excise, withholding or similar taxes applicable to the Services or associated expenses.

2.9 **Rate Adjustment.** In addition to any rights above, Contractor shall have the right to adjust rates every one year by giving Customer a thirty (30) calendar day notice.

2.10 **Case of non-payment.** In case of non-payment by the Customer of the current period within 3 business days, the Contractor stops working after 3 business days.

## 3. PROPRIETARY RIGHTS.

Any Intellectual property rights in the Contractor services performed under this Agreement shall be assigned to Customer and considered "WORK MADE FOR HIRE" for copyright and other purposes, and shall become the exclusive property of Customer, UPON RECEIPT OF PAYMENT IN FULL BY CONTRACTOR.

3.1 **Work Made for Hire.** Contractor hereby agrees that all materials that are part of the deliverables and that are created by Contractor under this Agreement, including but not limited to source code, libraries, API, scripts, algorithms, applets, test scripts, documentation and specifications ("Deliverables") shall be considered "Work Made for Hire" upon receipt of payment in full by Contractor. As such, Customer shall be the exclusive owner of all proprietary rights.

3.2 **Assignment.** Contractor hereby does and will irrevocably assign to Customer all of Contractor's right, title and interest in and to any Deliverables upon receipt of payment in full by Contractor. To the extent any of the rights, title and interest in and to the Deliverables cannot be assigned by Contractor to Customer, Contractor hereby grants to Customer an exclusive, royalty-free, transferable, irrevocable, worldwide,

fully paid-up license (with the right to sublicense through multiple tiers) to fully use, practice and exploit those non-assignable rights, title and interest upon receipt of payment in full by Contractor. To the extent that any of the rights, title and interest in and to the Deliverables can neither be assigned nor licensed by Contractor to Customer, Contractor hereby irrevocably waives and agrees never to assert the non-assignable and non-licensable rights, title and interest against Customer, any of Customer's successors in interest, or any of Customer's customers.

**3.4 Confirmatory Documents and Acts.** During the term hereof and at any time thereafter, at the reasonable request of Customer, Contractor will execute further documents and take additional actions necessary to confirm or perfect the rights of Customer in and to the Deliverables at Customer's expense. This may include, but shall not be limited to executing assignments of rights, assisting in the registration of copyrights and other proprietary rights, executing waivers and certificates of originality, and any other reasonable action requested by Customer. If Customer is unable for any reason to secure Contractor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights to Deliverables as provided under this Agreement, Contractor hereby irrevocably designates and appoints Customer and Customer's duly authorized officers and agents as Customer's agents and attorneys-in-fact at their own expense to act for and on Contractor's behalf and instead of Contractor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights in, to and under the Deliverables, all with the same legal force and effect as if executed by Contractor. The foregoing is deemed a power coupled with an interest and is irrevocable.

#### **4. WARRANTIES.**

**4.1 Contractor Warranties.** Contractor further warrants that (a) it and its employees and/or subcontractors will perform the Services in accordance with the Customer's requirements set out in SOW, (b) the Services will conform to the description of Services set out in SOW, (c) its performance hereunder and provision of the Services shall not violate the terms of any agreement, third party obligations, rule, law or regulation and (d) it owns or has the right to provide the Services and Confidential Information disclosed by Contractor. If Contractor breaches the warranty given in (d), Contractor will use its best efforts, to obtain a license for Customer to continue to use the affected Services or Confidential Information, or if the above is not possible require Customer to return such Confidential Information, provided it is not required for the completion of the SOW or necessary to operate the Customer software. In this latter case, return of the Confidential Information will only occur after the refund of all Fees paid by Customer.

**4.2** As part of Contractor's mentoring and knowledge transfer, Contractor shall fully disclose to Customer any third party software included in and/or necessary to operate the Customer system.

**4.3** If the Customer Application runs with or is dependent upon software developed by others (other than Contractor products, operating systems and database programs which are those

programs which must be initialized at hardware start-up and which control system services and operation), Contractor shall provide Customer with a fully paid license under the terms agreed to by these parties to use such software in the configuration and on the number of sites as agreed in each SOW. Contractor shall place no software on any Customer computer which is not a fully paid-up license for use by Customer on such computer and as agreed in each SOW.

**4.4 Customer Warranty.** Customer warrants that it owns or has the right to provide to Contractor the Customer Information. Customer will provide accurate information regarding its business and needs to Contractor in connection with the Services. Customer will promptly review and verify the completeness and accuracy of all output of any computer software provided by Contractor. Customer is responsible for making any and all decisions based on information provided by Contractor in connection with the Services. Customer warrants that any scope of work assigned to Contractor is legal and Customer is liable for any claim or dispute arising from work performed by Contractor, except cases when Contractor intentionally violates the applicable law.

**4.5 Disclaimers.** EXCEPT AS SET ABOVE IN SECTION 4, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, GUARANTEES, CONDITIONS, AND UNDERTAKINGS, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**5. LIMITATION OF LIABILITY.** Contractor's liability for any cause of action arising under or in connection with this Agreement or otherwise (whether arising in tort, contract or otherwise) will be limited to the amount of fees Customer has paid for the Services giving rise to the cause of action. Customer's liability for any cause of action arising under or in connection with this Agreement or otherwise (whether arising in tort, contract or otherwise) will be limited to the amount of fees due for the Services, plus interest specified in Section 2.9. This limitation of liability for both Customer and Contractor shall not apply to a material breach of the following obligations in this Agreement: (a) proprietary rights, (b) warranties, (c) confidentiality, (d) indemnification and (e) non-hiring.

#### **6. CONFIDENTIALITY.**

**6.1 Confidential Information.** All Confidential Information disclosed to either party is and will remain the sole and exclusive property of the discloser or its licensors.

**6.2 Disclosures.** Disclosures of Confidential Information by either party may be made only to: (a) employees, agents, independent contractors or subcontractors of the receiving party who are directly involved in performing the Services and have a specific need to know such information; and (b) only to agents, independent contractors and subcontractors whom the receiving party has obligated under a confidentiality agreement acceptable to the disclosing party to use no less than a reasonable standard of care to prevent unauthorized access to or disclosure of the Confidential Information and to use the information solely to perform their responsibilities in a manner consistent with and no less restrictive than the terms of this Agreement.

**6.3 Mutual Cooperation.** Each party will notify and cooperate with the other party in enforcing the disclosing party's rights if it becomes aware of a threatened or actual violation of the

disclosing party's confidentiality requirements by a third party. Upon reasonable request by the disclosing party, the receiving party will provide copies of the confidentiality agreements entered into with its agents or independent contractors.

**6.4 *Residuals.*** "Residuals" shall mean the Confidential Information disclosed under this Agreement that may be retained in intangible form (e.g., not in written or other documentary form, including tape or disk) by Customer's or Contractor's personnel having had access to the other party's Confidential Information in connection with the provision of services by Contractor so long as Customer's or Contractor's personnel do not intentionally retain Confidential Information for any purpose. Notwithstanding the above, nothing in this paragraph shall be construed as giving either party any right, title or interest in any intellectual property of the other party contained herein shall survive indefinitely. (Refer to Section 8.5(b))

**6.5** The confidentiality obligations contained herein shall survive for a period of three years from the date of disclosure.

## **7. INDEMNITIES.**

**7.1 *Indemnification.*** Each party will, at its expense, defend, indemnify and hold the other party harmless from and against any actual or threatened action or proceeding by a third party (a "Claim") that materials or information provided to the other party knowingly infringe a patent, copyright or other proprietary right of any third party, property damage, personal injury or death and will pay all losses, liabilities, damages and claims and all related costs and expenses (including reasonable attorneys' fees, litigation, settlement, judgment, interest and penalties) either awarded by a court or agreed to in an out-of-court settlement resulting from such Claims. Notwithstanding the above, neither party will be required to defend or indemnify any party to the extent the other party's losses or expenses are caused by that party's own negligence or willful misconduct.

**7.2 *Indemnification Procedures.*** If either party becomes aware of a Claim, which may require indemnification, the indemnified party will promptly notify the other party in writing of the Claim and will allow the other party to assume sole and full control of the defense and settlement of the Claim. The indemnified party will provide the other party with the assistance and information necessary to defend and settle the Claim. The indemnified party's counsel will have the right to participate in the defense and settlement of the Claim, at such party's own expense.

## **8. TERM AND TERMINATION.**

**8.1 *Term.*** The term of this Agreement will commence on the Effective Date and will continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.

**8.2. *Terminating team members for convenience.*** Customer or Contractor may remove any single engineer from the team by giving a seven (7) calendar day written notice to the other party.

**8.3 *Termination for Convenience.*** Customer may terminate this Agreement or any SOW upon a thirty (30) calendar day written notice to the other party. Contractor may terminate this Agreement or any SOW upon a thirty (30) calendar day written notice to the other party

**8.4 *Termination for Breach.*** Either party may terminate this Agreement by giving written notice to the other, if the other party fails to remedy any breach of this Agreement within three

(3) calendar days after its receipt of notice of breach and intent to terminate. Contractor may terminate for breach of payment when payments are three (3) business days past due by notifying Customer in writing of the breach. If Customer fails to remedy by making payment within three (3) business days, Contractor may terminate immediately upon expiration of the three (3) business day notice period.

If Customer does not respond to questions, connected with the Services to be provided hereunder, and keeps out of touch with Contractor within seven (7) business days without due cause, then Contractor may terminate for breach by notifying Customer in writing of the breach. If Customer fails to remedy by providing necessary information or data within seven (7) business days, Contractor may terminate immediately upon expiration of the seven (7) business day notice period.

**8.5 *Effect of Termination.*** On expiration or early termination of this Agreement, in whole or in part, the following will occur:

(a) If Customer has terminated for convenience or if Customer has failed to remedy a breach of this Agreement within the period specified in Section 8.4 above and Contractor terminates for breach, then Customer shall pay all amounts due and payable under this Agreement as of the termination date.

(b) All rights and obligations granted under Sections 3, 4, 5, 6, 7, 9.1 and 9.13 will survive.

(c) All software, documentation or materials belonging to Contractor or Customer shall be returned to the respective owner thereof unless the respective owner consents thereto. Contractor shall have a right to retain copies of documentation, software and materials, which are made by Contractor, unless Customer prohibits it in writing. This shall not include documentation or other materials necessary for Customer to properly utilize the Application.

(d) Neither party will be liable to the other for damages, losses, costs or expenses of any kind or character whatsoever on account of the termination of this Agreement arising from or in connection with the loss of prospective sales, or expenses incurred or investments made in connection with the establishment, development or maintenance of either party's business.

(e) Except as set forth in Section 8.5 (d), termination will not affect any claim, demand, liability or right of Customer or Contractor arising prior to the termination.

**8.6 *Suspension.*** When payments are three (3) business days past due, Contractor may fully or partially suspend the Services rendering on this Agreement upon notifying Customer in writing. In the event of the suspension of the Services, Contractor shall have no liability to Customer for delay or damage caused to Customer because of such suspension of the Services. Before resuming the Services, Contractor shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Services.

## **9. GENERAL.**

**9.1 *Non-hire Clause.*** Both parties agree that during the term of each SOW, including extensions or modifications thereto, and for a period of nine (9) months thereafter, neither Contractor nor Customer will recruit, directly or indirectly hire, solicit or

employ, engage as an independent contractor, any employee of either party, or any employee of any of the other Subcontractors, who are involved in the development, use, or provision of the Services, without the prior written approval of the party whose employee is being considered for employment, except as otherwise required by law.

If one of the parties breaches this section, this party shall pay forty thousand USD (40,000.00) for each person hired as liquidated damages. The parties agree that quantifying losses arising from breach of this section is inherently difficult and stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience in the software development industry and given the nature of the losses that may result from such breach.

**9.2 Assignment.** Customer may not assign this Agreement, except in the case of a merger or sale of all or substantially all of its assets or stock, without the prior written consent of Contractor, which consent shall not be unreasonably withheld.

**9.3 Force Majeure.** If either party's performance of any part of this Agreement, except for the payment of money owed when due, is prevented or delayed by a Force Majeure Event, that party will be excused from such performance to the extent it is necessarily prevented or delayed thereby. "Force Majeure Event" means an event beyond a party's reasonable control, including without limitation, fire, flood, war or riot, acts of civil or military authority (including governmental priorities), severe weather, strikes or labor disputes or labor shortages. If Force Majeure Event lasts more than fifteen consecutive days or occurs more than fifteen days during the Term, then Parties may terminate this Agreement upon fifteen days' notice to other Party..

**9.4 Entirety.** This Agreement, Statements of Work and Rates represent the entire agreement of the parties, superseding all other agreements and discussions. In the event that there is a conflict between a Statement of Work and Rates and this Agreement, the Statement of Work and Rates will control. This Agreement may not be amended except in writing signed by both parties.

**9.5 Waiver.** No waiver by either party of any default will operate as a waiver of any other default, or of a similar default on a future occasion. No waiver of any term or condition by either party will be effective unless in writing and signed by both parties.

**9.6 Severability.** In case one or more of the provisions of this Agreement should be held invalid, illegal or unenforceable in any respect for any reason, the same will not affect any other provision in this Agreement, which will be construed as if such invalid or illegal or unenforceable provision had never been contained therein.

**9.7 Construction.** This Agreement has been negotiated by the parties and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party. The captions and the section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.


**9.8 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Delaware as

applied to contracts made and performed entirely therein, and without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Delaware to the rights and duties of the parties.

**9.10 Disputes.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If the parties do not reach such solution within a period of thirty (30) days, then all disputes, claims, questions, or disagreements shall be brought solely in the courts in Delaware. The parties hereby consent to the exclusive jurisdiction of such courts in connection with any such dispute, claim, question, or disagreement, and waive any defense of forum non conveniens in connection therewith.

**9.12 Promotion rights.** Contractor may utilize its contract relationship with Customer for the purpose of Contractor marketing and promotion. Contractor may mention Customer's name on the Contractor website by disclosing Customer's logo and/or a link to Customer's website.

**9.13 Notice.** All notices required under this Agreement must be in writing (delivered by standard mail service, express delivery service, personal delivery, e-mail or fax) and are effective on the date received (unless the notice specifies a later date). Notice to each party will be sent to the address or e-mail address of Contractor  and Customer's e-mail address [Deante.Shipp@gmail.com](mailto:Deante.Shipp@gmail.com).

**9.14 GDPR.** Hereby Customer discretionary sets forth that Services under the present Contract do not include privacy by design and privacy by default regulated by General Data Protection Regulation, or shall no be compliant with any other privacy regulations.

**9.15. Personal data processing.** If it's applicable, Parties shall process personal data received during the performance of this Agreement in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Parties may process following personal data with the purpose of this Agreement performance: title, name, surname, email, phone number.

## **10. INFRASTRUCTURE.**

**10.1** Non-standard and project specific materials including software and hardware will be invoiced to Customer. Prior authorization from Customer will be obtained by Contractor before incurring any such expense.

## **11. PRICING POLICIES.**

**11.1 3<sup>rd</sup> Party Expense.** Working materials, shipping, and/or travel expenses will be paid in accordance with the Statement of Work and Rates.

## 12. DEFINITIONS.

12.1 "**Applications**" means computer software application programs in source and object code format, including application design, which is developed using, directly or indirectly, Contractor technology. "Application" does not include those portions of the Contractor technology incorporated into the Application, or the use of which is required by the Application.

12.2 "**Confidential Information**" means all information furnished by either party in oral, written or machine-readable form, which (a) has value because it is not generally known, and (b) the owner uses reasonable efforts to protect and identifies in writing as confidential. Confidential Information also includes information that has been disclosed by a third party that is required to be treated as confidential. Confidential Information does not include any information that (1) is available to the general public; (2) was in the receiving party's possession prior to disclosure of the information; or (3) disclosed by a third party who is under no obligation to Customer or Contractor to hold that information in confidence.

12.3 "**Derivative Works**" means any work based on or incorporating all or any portion of Contractor technology, including mechanical or electronic reproduction, translation, adaptation, change of media or other form, which would represent a violation of Contractor' (or its supplier's) copyright if done without Contractor' consent.

12.4 "**Materials**" means any and all reference materials, course materials, illustrative software, student guides, training and other materials provided by Contractor to Customer in connection with the Services.

12.5 "**Statement of Work and Rates**" means an attachment to this Agreement executed by Customer and Contractor describing any Services to be performed by Contractor for Customer and fees for these Services.

12.6 "**Services**" means Engineering/Consulting Services (professional engineering and/or consulting assistance provided by Contractor), or the Training Services (training assistance provided by Contractor) or both.

12.7 "**API**", or an application programming interface (API), means a source code interface that a computer system or program library provides in order to support requests for services to be made of it by a computer program.

ON BEHALF OF CUSTOMER

Title: CEO

Name, surname: Deante Shipp

Signature: Deante Shipp

Date: 18.07.2024

ON BEHALF OF CONTRACTOR





Signature: 

Date: 18.07.2024

# Annex A: SOW and Rates

This Annex A is considered to be an integral part of Services Provision Agreement dated July 18, 2024 between parties who signed below (“Agreement”). Parties hereby affirm that this Annex A shall be governed by terms set in Agreement.

- 1 **Services and Rates.** Contractor agrees to provide the following services according to work requests from Customer:

## Task and feature report:

Task	Hours Optimistic	Hours Pessimistic	Assigned	Comments
<b>1. Design</b>				
Project planning	20	30	Project Manager	
Project documentation	30	40	Business Analyst	
Project tracking	30	50	Project Manager	
UX/UI	160	220	UX/UI designer	
<b>2.Layout</b>				
Project planning	20	30	Project Manager	
Project documentation	30	40	Business Analyst	
Layout	240	280	Fronted developer	
Connecting APIs	200	240	Frontend developer	
Testing	80	100	QA specialist	
Project tracking	30	40	Project Manager	
<b>3.Backend and API</b>				
Project planning	20	30	Project Manager	
Project documentation	30	60	Business Analyst	
Integration with blockchain	120	160	Backend developer	
Server side development	320	380	Backend developer	
Create crypto wallet	100	120	Backend developer	
Testing	80	120	QA specialist	
Project tracking	50	80	Project Manager	
<b>4. Smart contracts</b>				
Project planning	10	20	Project Manager	
Project documentation	20	30	Business Analyst	
Create smart contract DAO	80	100	Blockchain developer	
Smart contract Launchpad	140	180	Blockchain developer	
Smart contract Airdrop	80	100	Blockchain developer	
Testing	30	60	QA specialist	
Project tracking	30	40	Project Manager	

Name	Hours Optimistic	Hours Pessimistic	Hourly rate	Cost Optimistic	Cost Pessimistic
Project Manager	210	370	\$35,00	\$7 350,00	\$12 950,00
Business Analyst	110	170	\$40,00	\$4 400,00	\$6 800,00
UX/UI designer	160	220	\$40,00	\$6 400,00	\$8 800,00
Frontend developer	440	520	\$45,00	\$19 800,00	\$23 400,00
Backend developer	540	660	\$50,00	\$27 000,00	\$33 000,00
Blockchain developer	300	380	\$50,00	\$15 000,00	\$19 000,00
QA specialist	190	280	\$35,00	\$6 650,00	\$9 800,00

#### Total Summary Optimistic:

**Total Cost** **\$86 600,00**

**Total time, hour** **1 950,00**

#### Total Summary Pessimistic:

**Total Cost** **\$113 750,00**

**Total time, hour** **2 600,00**

Parties agree that rates for other roles and services will be settled separately. If parties agree on other services they can establish hourly rates for services upon Customer's request (Time and Material basis according to the hourly rates agreed by the Parties).

- 2 Deposit.** Contractor will invoice the Customer for a one-time deposit of 2000 USD, that will be due and payable within three (3) calendar days upon receipt of this invoice. The Deposit shall be applied against and credited to the last invoice issued by Contractor for the services performed under this SOW.
- 3 Contract Term and Time reporting.** This contract is valid until its termination by either Party. Upon Customer's request Contractor shall provide Customer with time reports, containing task name, description and spent time.
- 4 Estimation.** Contractor has evaluated the scope of work according to the workflow provided by Customer. Parties hereby agree that any estimation shall be treated only as a rough approximation and shall not bind Contractor to perform services within the number of hours stated in any scenario calculated as part of any estimation.

ON BEHALF OF CUSTOMER

Title: CEO

Name, surname: Deante Shipp

Signature: Deante Shipp

Date: 18.07.2024

ON BEHALF OF CONTRACTOR

Title: CEO

Name, surname: Vitaliy Basiuk

Signature: Bj


Date: 18.07.2024



## Document Details

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