

## SERVICES AGREEMENT №

THIS AGREEMENT is concluded on and between

, a company duly incorporated and operating under the laws of  
, residing at  
registration number , VAT number (if any) represented by  
(hereinafter the "CLIENT"),

and

**HyggeSoftware OÜ** residing at: Harju maakond, Tallinn, Kesklinna linnaosa, Tornimäe tn 7-26, 10145, Estonia, registration number 16134754, VAT number EE102341308, represented by Artem Petrov (hereinafter the "CONTRACTOR"),

hereinafter collectively referred to as "The Parties".

The Parties hereby concluded this Agreement and agree as follows:

### 1. SUBJECT OF THE AGREEMENT

1.1. According to the Agreement the Contractor accepts the obligations to provide the Client services while the Client is obliged to pay for them under the procedure and conditions, provided in the Agreement.

1.2. Statements of Work. CLIENT and CONTRACTOR may execute one or more statements of work, substantially in the form attached hereto as Exhibit A, that describe the specific services to be performed by CONTRACTOR ( hereinafter the "*Statement of Work*"). Each Statement of Work will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein. A Statement of Work may be amended only by written agreement of the parties.

1.3. To provide services under this contract, the CLIENT shall provide the Contractor the necessary information and details specific services to be performed by CONTRACTOR. All ambiguities or uncertainty in documentation and in tasks CONTRACTOR interprets at his own discretion.

1.4. Some jobs and portions of the Services may be assigned to a subcontractor. The CONTRACTOR shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and CLIENT. The CONTRACTOR shall be directly responsible to CLIENT for any faulty performance under the subcontract.

### 2. TERMS OF SERVICE

2.1. CLIENT communicates the service requirements to CONTRACTOR via e-mail, messaging services or other modern communication channels, that is stated in this Contract.

2.2. CONTRACTOR provides services independently using its own professional knowledge by posting service results on a remote server. CONTRACTOR shall work carefully on a remote server, so that interests of other users of the system are not affected. All services are provided remotely via the Internet.

2.3. Due to the remote physical location the PARTIES agreed that signing this Agreement, Addendums to this Agreement, Acts of acceptance and issuing Invoices acts through the exchange of electronic document signed with qualified electronic signature. The exchange of these electronic document signed with qualified electronic signature occurs via e-mail, messaging services or other modern communication channels. PARTIES agreed that such Agreement, Addendums, Acts and Invoices

CLIENT: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ 

should be considered legally binding and have the same effect for PARTIES as the originals.

2.4. The place of supply of services under this Agreement is determined by the PARTIES at the place of registration of the CLIENT.

2.5. As a result of services provided, the CONTRACTOR drafts the Invoice on a monthly basis. The Invoice provides the list of services provided, the amount of time spent on the provision of services and the total value of the services rendered in accordance with the prices specified in all signed exhibits. of this Agreement. In addition, the Invoice confirms that the Contractor has no claims to the Client, referring the payment settlements for all the previous periods of this Agreement.

### **3. CLIENT'S RESPONSIBILITIES**

3.1. CLIENT is responsible for communicating requirements and providing comments about the services provided by CONTRACTOR.

3.2. CLIENT shall answer all questions asked by CONTRACTOR immediately and no later than one business day from the day when the question was received from CONTRACTOR.

3.3. In other case the general deadline and the deadline of some specific milestone can be delayed.

3.4. The CONTRACTOR shall be released from responsibility for their failures and / or improper fulfillment of the obligations hereunder, and the term for fulfillment of the obligations hereunder shall be extended if the CLIENT fails to comply with the requirements of paragraph 3.2.

### **4. CONTRACTOR'S RESPONSIBILITIES**

4.1. CONTRACTOR shall make every effort to provide quality services, adhering to the time schedule.

4.2. CONTRACTOR shall answer all questions asked by CLIENT within 1 (one) working day from the day when the question was received from CLIENT.

### **5. PRICE OF SERVICES AND TERMS OF PAYMENT FOR SERVICES PROVIDED**

5.1. The total price of Services to be provided under this Agreement cannot be defined at the date this Agreement is concluded, and it will total to the amount of reward received by CONTRACTOR during the term this Agreement remains in effect based on all Addendums, and/or Acts of acceptance and/or Invoices.

5.2. The settlement period under this Agreement is a month. The basis for settlements is the Invoice signed by the Parties. In addition, the Invoice confirms that the Contractor has no claims to the Client, referring the payment settlements for all the previous periods of this Agreement.

5.3. Payment settlement shall be made by transferring the money by CLIENT with a wire transfer to the bank account of CONTRACTOR. Also acceptable payments via TransferWise or Payoneer payment systems.

5.4. The payment period of Invoice – in the course of 5 (five) days from the invoice receipt day by CLIENT. If CLIENT does not pay the received invoice within the specified time period, services provided to the CLIENT will be suspended and may be renewed on verbal agreement after the invoice is fully paid.

5.5. CLIENT's commitments to pay for the services are met starting from the moment the money is delivered to the account of CONTRACTOR.

5.6. PARTIES agreed that commission charges related to the transfers of the amounts specified in the Invoice should be covered by CLIENT.

5.7. The total value of the Contract is total value of all services rendered during the term hereof .

### **6. PRODUCT RIGHTS**

6.1. All information, reports, studies, intangible materials of any nature whatsoever produced as a result

CLIENT: \_\_\_\_\_

CONTRACTOR:  \_\_\_\_\_

of any Services provided and all copies of any of the foregoing materials shall be the sole and exclusive property of CLIENT, and CLIENT is regarded as the owner of the result of this service specified in signed Acts of acceptance of rendered services.

6.2. CONTRACTOR transfers, assigns and sets over unto CLIENT all rights to use the materials, which are made and (or) being used by CONTRACTOR when providing services.

## 7. FORCE MAJOR

7.1. Neither Party shall be liable to the other Party for full or partial failure to fulfill its obligations under this contract if it is the result of circumstances beyond the control of the Parties, namely: floods, earthquakes, storms, subsidence, tsunamis, accumulation of snow, ice, other natural disasters, epidemics, fires, explosions, breakdowns or damage to machinery and equipment, strikes, sabotage, lockouts and other unforeseen downtime, declared or undeclared war, revolution, riots, legal or illegal actions public authorities that impede the implementation of the contract, illegal actions of third parties and other circumstances (hereinafter - force majeure).

7.2. A Party affected by force majeure shall notify the other Party in writing no later than 7 calendar days from the date of such circumstances, and provide supporting documents within 10 calendar days.

7.3. In case of force majeure, the term of fulfillment by the Parties of their obligations under this contract shall be extended for the duration of such circumstances. In case of force majeure lasting more than 3 months, the Parties have the right to terminate this contract in the manner prescribed hereby.

7.4. The parties agreed that the document of the Chamber of Commerce and Industry of the parties to make demands and other competent authorities stating that the above circumstances took place is sufficient proof of the existence of force majeure.

## 8. CONFIDENTIALITY

8.1. The terms of this Agreement and additional agreements to it, including information contained in the Tasks, Certificates of work performed and any information that became known to the Parties in connection with the conclusion and implementation of this Agreement, are confidential and not subject to disclosure. This obligation shall continue after this Agreement is discontinued without limitation of a term.

8.2. For the purposes of this contract, confidential information means, without limitation, all information that is not publicly available (including information that may become publicly available through unauthorized disclosure) and that relates to (1) existing products created by CONTRACTOR, products currently being developed and related data; (2) data on the business activities; (3) any data that PARTIES determines to be confidential.

8.3. The CLIENT may not establish contacts with the subcontractor for its own benefit during the term of this Agreement, as well as for one years after the date of its termination.

8.4. Any negotiations with the subcontractor must be conducted through the CONTRACTOR or personally with the subcontractor with the consent of the CONTRACTOR.

8.5. During the term of this Agreement and for one years after its termination, the CLIENT agrees that he will not, without the prior written consent of the CONTRACTOR, hire or employ, directly or indirectly, employees, subcontractor or consultants of the CONTRACTOR.

8.6. The CLIENT is prohibited during the term of this contract, as well as for one years after termination of the Agreement, to take actions aimed at creating obstacles to the CONTRACTOR in carrying out its business, in particular the CLIENT undertakes:

- not to discredit the CONTRACTOR, ie to disseminate in any form false, inaccurate or incomplete information related to the person or activity of the CONTRACTOR, including its goods, works, services

- not to encourage contractors, partners, customers of the CONTRACTOR or any other persons who had or have financial and economic ties with the CONTRACTOR or have the potential to establish them, directly or through another person to refuse to establish contractual relations with the CONTRACTOR, to non-performance (termination) or improper performance of contractual obligations

CLIENT: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ 

to the CONTRACTOR

- not to persuade the Subcontractor of the CONTRACTOR directly or through another person, on the provision of services that are identical services provided by the CONTRACTOR under this Agreement.

## 9. ARBITRATION

9.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled by means of negotiations on the basis of current legislation of the Republic of Estonia.

9.2. If the relevant dispute cannot be resolved through negotiations, it shall be resolved in court in accordance with the established jurisdiction and jurisdiction of such dispute shall be in accordance with the current legislation of the Republic of Estonia.

## 10. TERMS OF TERMINATION

10.1. This Agreement shall remain in effect until either Party provides the other Party a written notice of Termination 45 (forty-five) days before the termination by fax or e-mail.

This Agreement may be terminated by either Party by providing a written notice of Termination 45 (forty-five) days before the termination to the other Party.

10.2. The CLIENT fully pays for the costs until the contract is terminated.

10.3. In case of termination of the contract on the initiative of the CLIENT, the amounts paid in advance are not subject to refund.

10.4. This Agreement will become invalid in case PARTIES conclude a new agreement with similar subject.

## 11. SURVIVAL AND NOTICE

11.1. This Agreement shall have legally binding force from the date specified in the preamble of this Agreement that goes after the title of this Agreement on page 1 if it is signed by both Parties, and its effect is not limited in time.

After 45 (forty-five) days after receiving a written notice about Agreement termination, CONTRACTOR shall delete all copies of any materials gathered or produced relating to services provided to CLIENT.

## 12. FINAL PROVISIONS

12.1. All legal relations arising from or related to this contract, including those related to the validity, conclusion, performance, amendment and termination of this contract, interpretation of its terms, determination of the consequences of invalidity or breach of the contract, are governed by this contract and the relevant norms of the legislation in force in the Republic of Estonia, as well as the customs of business applicable to such legal relations on the basis of the principles of good faith, reasonableness and fairness.

12.2. Upon signing this contract, all preliminary negotiations, correspondence, protocols of intent and any other oral or written agreements of the Parties on matters relating in any way to this contract shall lose their legal force.

12.3. The parties recognize the legal force of e-mails sent by the parties to perform this contract, recognize them as equivalent documents on paper signed by hand, provided they are sent to the e-mail addresses of the parties specified in this contract, and binding such documents by electronic signature by the relevant Party.

12.4. The Party is fully responsible for the correctness of the details specified by it in this contract and undertakes to notify the other Party in writing of any change in the legal status, taxation system, location

CLIENT: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ 

or other details within 10 days from the date of such changes.

12.5. Additional agreements and annexes to this contract, Orders, Certificates of performed works, Defects certificates are an integral part of this contract and have legal force if they are set out in writing and signed by the Parties.

12.6. The CONTRACTOR submits to the CLIENT his consent to the collection, processing, accumulation and storage of any personal data provided to the CLIENT as a result of the conclusion and performance of this contract.

12.7. This contract is made in full understanding by the Parties of its terms, in two authentic copies, which have the same legal force - one for each of the Parties.

## AGREED AS OF

### CLIENT:

By

Name:

Title:

Address:

Email:

Date: \_

### CONTRACTOR:

By: HyggeSoftware OÜ

Name: Artem Petrov

Title: Management board member

Address: Harju maakond, Tallinn, Kesklinna  
linnaosa, Tornimäe tn 7-26, 10145, Estonia

Email: company@hygge.software

Date:

CLIENT: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ 