

SERVICES AGREEMENT

BETWEEN

VIKTOR SUSHKO

AND

RAIZEL LIMITED

This **SERVICES AGREEMENT** (hereinafter referred to as the “**Agreement**”) is made and entered into on the **10th of June 2024** (“**Effective Date**”).

BETWEEN:

VIKTOR SUSHKO, an individual the passport No: FK990543, issued 15.01.2018 and valid until 15.01.2028, date of birth 31.05.1978 (place of birth – Dnipropetrovska oblast), with the postal and residence address at microdistrict Yubileniy, 1, flat 38, Kryvii Rih, 50084, Ukraine, hereinafter referred to as the “**First Party**”, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and successors in title and assigns) on the one side;

AND

RAIZEL LIMITED, a company incorporated under the laws of Hong Kong with registration number 3188822, having its registered office at: 2-12, AU PUI WAN ST., VALIANT INDUSTRIAL CENTRE, ROOM 8, S-V, 6/F, FO TAN, NEW TERRITORIES, Hong Kong, and represented by its Director Xenia Kyriakidou, hereinafter referred to as the “**Second Party**”, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) on the other side.

Each hereinafter individually referred to as the “**Party**” and collectively as the “**Parties**”.

RECITALS

A. **WHEREAS**, the First Party possesses a unique expertise in business development as creating and implementing strategies to expand the business, whether through partnerships, mergers and acquisitions, new market entry, or other means (hereinafter referred to as “**Services**”).

B. **AND WHEREAS**, the Second Party is willing to acquire the Services as defined above from the First Party and to obtain the provided services in accordance with the requests which shall be agreed via E-mail communication separately between the Parties.

C. **AND WHEREAS**, pursuant to the points above, the Parties are entering into this Agreement to clearly define the terms and conditions which shall regulate their relationship and define the rights and obligations of the Parties.

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND TERMS USED IN THE AGREEMENT

In this Agreement, the following words and expressions have the following meanings:

1.1. “**Affiliate**” means any person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under the common Control as that of the First Party.

1.2. “**Statement of Work**” mean services requested and described by the Second Party via E-mail.

1.3. “**Data Protection Laws**” means any applicable law with respect to any Personal Data, replaced or superseded from time to time, including the GDPR, laws implementing or supplementing the GDPR, European Union or applicable member state laws or any other Personal Data or personal privacy laws to the extent applicable to the parties of this Agreement.

1.4. “**Business Day**” means any day other than Saturday, Sunday, or any other day on which banking institutions in Curacao are authorized by law or executive action to close.

1.5. **“Confidential Information”** means any information which relates to disclosure and/or any of its group companies’ business that is disclosed or made available (directly or indirectly) by discloser to recipient, whether in oral, visual or written form (including graphic material), whether before, on or after the Effective date of this Agreement. Confidential Information includes but is not limited to: (a) to the extent applicable: proprietary information, technical data, know-how, formulae, engineering processes, strategies, photographs, technology, technical literature, research, product plans, products, services, equipment, customers, markets, source and/or object code, software, inventions, discoveries, ideas, processes, designs, drawings, specifications, product configuration information, pricing, marketing and finance documents, prototypes, samples, data sets, audio, audiovisual, graphics, text, manuals and other written materials, gameplay, mechanics, look and feel, user interface, logo, name, plot, setting and characters and equipment or other materials including information which is attributable to, or the existence of which is derived from, the Purpose; and (b) the existence and terms of this Agreement; and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself.

1.6. **“Intellectual Property Rights”** means: any and all patents, trademarks, service marks, brand names, logos, design rights, database rights, copyright (including rights in computer software and databases), goodwill, get up, trade dress, trade, business or domain names, rights in inventions, know-how, trade secrets and confidential information, moral rights, publicity rights, performance rights, synchronization rights, mechanical rights and other intellectual property rights of a similar or corresponding character which may now or in the future subsist in any part of the world, in all cases whether or not registered or registerable including all granted applications and all applications for registration in respect of any of the same.

1.7. **“Total Cost”** the summary cost of all Services, rendered by “First Party”.

1.8. **“Term”** the specific period of time that this Agreement lasts for.

2. **SERVICES**

2.1. **Pursuant to the terms and conditions of the present Agreement, during the Term through the duration of which should be agreed both parties via Email the First Party hereby agrees to provide next Services:**

- Market Research and Analysis;
- Mergers and Acquisitions (M&A);
- Market Entry and Strategic Planning;
- Negotiation and Deal-Making;
- Risk Assessment and Due Diligence.

2.2. **In consideration for the Services provided by, the Second Party shall pay the amount (Remuneration) set forth herein (the Section 4 of the present Agreement).**

2.3. The First Party shall provide Services in the following working days from Monday till Friday and during working hours from 9 a.m. till 6 p.m.

2.4. **Delivery of Services.** The First Party shall perform the Services and deliver all deliverables by the milestone or other dates set out in an applicable Statement of Work (“Delivery Dates”) time being of the essence for such dates. Each Deliverable shall be submitted to the Second Party for testing via such means or formats as determined by Second Party in its sole discretion or as otherwise agreed between the Parties in a Statement of Work. Second Party shall provide the First

Party with those Second Party Materials set out in the applicable Statement of Work and on the dates set out in the Statement of Work or as otherwise agreed between the Parties.

2.5. The First Party shall give Second Party real-time access to all work on the Deliverables on demand and will deliver to Second Party/provide access to a copy of any and all up-to-date assets and materials created by the First Party in the course of rendering the Services (“Work-in-Progress Materials”), in whatever state of completion and whether or not otherwise delivered to Second Party as a Deliverable and in any format or medium reasonably agreed between the Parties. For this purpose, the First Party shall be obliged to deposit and store all the Work-in-progress Materials on such storage space agreed by the Parties and update the Work-in-Progress Materials with such regularity as the Parties may reasonably agree.

2.6. Equipment and Licenses. Unless otherwise agreed with the Second Party in writing in advance, the First Party shall independently and at its own expense ensure the availability of tools, equipment, hardware, as well as any and all licenses for the software required to provide the Services.

2.7. In certain cases, the Parties may agree in a Statement of Work that the Second Party will provide the First Party with certain Equipment (“Second Party Equipment”) required by the First Party to render the Services. Where the Second Party provides any the Second Party Equipment to the First Party, the First Party undertakes to return such Second Party Equipment to Second Party in good repair within thirty (30) days of the earlier of: (i) request by Second Party; or (ii) expiry of termination of this Agreement and/or the applicable Statement of Work. The First Party shall be liable for loss of, and/or damage to, the Second Party Equipment during the period when the Second Party Equipment is at the disposal of the First Party and during its transportation from the First Party’s facility to the Second Party. The First Party will adhere to all reasonable requirements imposed with respect to such Second Party Equipment.

2.8. Services Specification. The First Party shall perform the Services and develop the Deliverables in accordance with the Services Specification together with any additional instruction which may be provided by the Second Party in any written form by any agreed means of communication.

2.9. The Second Party may request certain additions or changes to the Services Specification in the applicable Statement of Work and/or First Party’s expected performance at any time during provision of Services. Second Party shall submit to First Party a written notice specifying the changes or modifications to the applicable Statement of Work and the schedule therefore (“Notice of Change Order”). The First Party shall evaluate such Notice of Change Order as soon as reasonably possible. The First Party shall make a good faith reasonable attempt to accommodate the proposed Change Order at no additional cost to the Second Party. If the modifications requested by Second Party will materially increase the scope necessary to complete the Services or materially accelerate or delay the timing for completion of the Services, First Party and the Second Party will negotiate in good faith and amend the Statement of Work with respect to such modified scope of Services, delivery dates and/or payment of additional fees therefor, if applicable (a “Material Variation”). Material Variations shall be subject to the mutual agreement of the Parties and the First Party shall not be required to accommodate, nor shall the Second Party be required to pay for, any Material Variation unless and until the Parties have mutually agreed to them in advance in writing. For the avoidance of doubt, if no agreement can be reached between the Parties for a Material Variation, the original Statement of Work will continue in force unchanged.

2.10. Evaluation of Services. Unless stated otherwise in a Statement of Work, the Services shall be evaluated at the Second Party’s discretion on an ongoing basis. In the event that the Second Party identifies any unsatisfactory performance of the Services (which the Parties agree will

constitute a remediable material breach of this Agreement, the First Party shall be obliged to re-perform them at no additional cost to the Second Party.

2.11. **Any third party.** The First Party may involve c and other third parties to provide Services on its behalf only upon receiving prior written consent from Second Party, with full disclosure of all third parties and individuals to be involved. All such requests by the First Party must be addressed to the project managers and 'Authorized Personnel' of Second Party as stated in the Statement of Work. In any case, if a third party is involved on behalf of the First Party with or without such consent, the First Party shall be fully responsible and liable to Second Party for the actions of any such third party engaged by First Party hereunder.

3. **TERM AND TERMINATION**

3.1. **Term.** This Agreement will commence on the Effective Date and shall commence on the date hereof and shall continue for a period of 1 (one) year from the date of this Agreement. This Agreement shall renew automatically on the expiry of the Initial Term, continuing in force thereafter for equal terms of 12 months ("Renewal Term") commencing on the expiry of the Initial Term (or the expiry of any subsequent Renewal Term), unless terminated in accordance with its terms or by either party serving at least one (1) month written notice of its intention not to renew or terminate; or otherwise, by written mutual agreement signed by both Parties.

3.2. **Termination.** In case any Party defaults in complying with any of its obligations under this Agreement, the other Party shall give 10 (ten) business days to defaulting Party for rectification of the breach, failing which the other Party shall have the right to terminate the Agreement after the expiration of the 10 (ten) business days from the date of receipt such written notice for rectification of the breach via email.

3.3. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, each Party may at any time terminate this Agreement by giving written notice via email to the other Party, not less than 10 (ten) business days. This Agreement must be terminated by mutual written agreement of the Parties.

3.4. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, the Second Party may at any time terminate this Agreement with immediate effect in the event that in the process of providing Services it becomes obvious that the Services under this Agreement will not be performed by the First Party and/or the First Party will allow a breach of its contractual obligations, the Second Party has the right to demand from the First Party the return of the amounts previously paid by the First Party in full (if such amounts were paid to the First Party) and demand to terminate this Agreement with the compensation for the losses caused to the Second Party with by giving written notice via email to the First Party, not less than 3 (three) business days.

3.5. The Parties have also right to terminate the Agreement:

(a) a Party is in material breach and, in case of a breach which is capable of being cured, the Party in breach does not, within 10 (ten) business days following written notice of the breach, cease to be in breach;

(b) a Party is declared bankrupt, enters into composition or reconstruction proceedings or liquidation or otherwise can be assumed to become insolvent or else an event occurs that gives well founded reason to assume that the other Party is not, or within short time will no longer be, capable of fulfilling its obligations under this Agreement;

(c) a Party is required to cease the business relationship with the other Party and/or cease the performance of any obligation under this Agreement due to an order or advice of a governmental

agency or regulatory body, with reference to applicable law (applicable mandatory law), to which a Party is subject or otherwise.

3.6. Any termination of this Agreement (for any reason whatsoever) shall not affect either Party's accrued rights or liabilities nor shall it affect the coming into force or the continuance in force of any provision within this Agreement that is expressly or by implication intended to come into force or continue in force upon or after the termination of this Agreement.

3.7. Upon the expiration or termination of this Agreement:

(a) the Parties shall promptly return any materials provided by the other Party in connection with this Agreement and protected by Intellectual Property Rights and/or which are considered Confidential Information, or destroy materials protected by Intellectual Property Rights and/or Confidential Information if so requested in writing by the other Party; and

(b) the Second Party shall pay any final payments owed to the First Party in accordance with this Agreement;

(c) In the event of expiry or termination of this Agreement for any reason, neither Party shall be released from the obligation to make payment of any amounts accrued up to the date of expiry or effective date of termination, whichever is later. **Upon expiry or termination of this Agreement a final balancing shall be made between the Parties, payable within 10 (ten) days.**

3.8. On termination for any reason:

(a) all rights granted to the First Party under this Agreement shall cease;

(b) the First Party shall cease all activities authorized by this Agreement.

4. **TERMS OF PAYMENT**

4.1. Unless otherwise agreed in writing by the Parties, Payment settlement under this Agreement shall be made by transferring the funds by Client with a wire transfer to the bank account of Second Party. The Parties confirm, that it is acceptable and possible to use other methods for payment, such as money transfer by payment services providers, e-money transfers, and cryptocurrency transfers.

4.2. In case of usage cryptocurrency as a payment method, the Parties consider it possible to make settlements in USDT tokens (network protocol TRC20 or ERC20), while the Parties set out pre-agreed USDT token rate at a ratio of 1 (one) United States dollar for 1 (one) USDT token.

4.3. In consideration of the quality fulfilment of First Party's obligations under the Agreement, the Remuneration for the Services provided shall be paid by the Second Party in accordance with the terms of the Agreement and against monthly invoices and respective Statements of Work.

4.4. For the additional services the remuneration can be agreed by the Parties separately in writing by E-mail.

4.5. The Services hereunder is fixed and includes all the expenses related to the provision of the Services hereunder. Notwithstanding the foregoing provisions the Second Party solely has the right to decide to pay the First Party an amount greater than specified in the Section 4.1., due to the fact that the First Party provided services with additional offers or with the addition of profound professional expertise.

4.6. The First Party may advise another bank account for payments additionally in writing.

4.7. Payment obligations are considered implemented by the Second Party from the moment when the respective amount was debited against the Second Party's account bank.

4.8. The remuneration has to be made by the Second Party to the First Party once a month for the provided Services in reporting month.

4.9. Second Party shall not be obligated to reimburse First Party for any travel, training, consulting or other out-of-pocket expenses incurred in the performance of the Services pursuant to this Agreement unless expressly agreed by Second Party in advance.

4.10. The Second Party shall not be responsible for any medical insurance, personal expenses or similar payments of the First Party.

4.11. First Party shall solely be responsible to pay any and all taxes (including without limitation Sales tax, consumer taxes or any similar tax) that might be payable by First Party as a result of the provision of the Services under this Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1. Second Party makes the following representations and warranties to First Party, each of which is true and correct as on the date of execution of this Agreement, which representations and warranties shall continue to be true and correct throughout the Term:

- (a) it has the power to enter into this Agreement and comply with its obligations under it;
- (b) it has in full force and effect, the authorizations necessary for it to enter into this Agreement and the transactions contemplated under it;
- (c) its obligations under this Agreement constitute legal, valid and binding obligations enforceable in accordance with the terms of this Agreement;
- (d) it has sufficient financial resources to enable the efficient performance of its obligations as provided in this Agreement.

5.2. The First Party makes the following representations and warranties to the Second Party, each of which is true and correct as on the date of execution of this Agreement, which representations and warranties shall continue to be true and correct throughout the Term:

- (a) it has full corporate power and authority to execute this Agreement and perform its obligations hereunder;
- (b) its obligations under this Agreement constitute legal, valid and binding obligations enforceable in accordance with the terms of this Agreement;
- (c) the provided Services shall be free and clear of all liens, claims, encumbrances, rights, or equities whatsoever of any third party;
- (d) the Services shall not infringe any patent, copyright, or trade secret of any third party;
- (e) that the First Party and/or its personnel (if applicable) shall perform the Services in a manner consistent with generally accepted industry standards and practices;
- (f) For Services provided, the First Party hereby represents and warrants that (i) with respect to tools, hardware, software and other products provided by the First Party for use by Second Party under this Agreement, the First Party has obtained all licenses and permits which are required to be obtained to enable such use.

5.3. The Parties agree and disclose that they are fully authorized to enter this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and any other organization, person, business or law/governmental regulation.

5.4. The First Party undertakes not to collaborate with the Second Party's clients whose information has been obtained by the First Party for the purpose of fulfilling obligations under this Agreement during the term of this Agreement and 3 (three) years after its termination (expiration). Collaboration means any direct communication between the First Party and the Second Party's clients, such as correspondence by e-mail or other means of electronic communication, personal meetings, telephone conversations, as well as conclusion of contracts, agreements with the Second Party's clients.

6. PROTECTION OF TRADE SECRETS. DATA PROTECTION.

6.1. The Parties agree to hold each other's Confidential Information for a period of 1 (one) year following the Effective Date of this Agreement. The Parties agree that unless required by law, they shall not make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than for the Purpose and for the implementation of this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

6.2. A Party's Confidential Information shall not include information that:

- (a) is or becomes a part of the public domain through no act or omission of the other Party;
- (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing Party;
- (c) is lawfully disclosed to the other party by a third party without restriction on disclosure;
- (d) is independently developed by the other Party; or
- (e) is required to be disclosed by any judicial or governmental requirement or order (provided that recipient timely advises the disclosing Party of the governmental demand for disclosure).

6.3. Each Party shall not disclose, transfer or make available Confidential Information to third parties and shall not without the prior written consent of the other use, copy or modify the other Party's Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under this Agreement.

6.4. A Party may disclose Confidential Information to its employees, agents or any third party to whom and to the extent to which such disclosure is necessary under this Agreement, provided that such persons are made aware of and agree in writing to observe the obligations of confidentiality in respect to such Confidential Information. The Parties shall be fully responsible for the actions of their employees or third parties involved by them regarding the Confidential Information.

6.5. The Parties agree that the confidentiality clause in this Agreement will remain active and in power even upon the termination of this Agreement.

6.6. Following Termination, each party must use reasonable commercial efforts to return or destroy the other Party's Confidential Information.

6.7. **Data Protection/Privacy.** If any Confidential Information or the Services results includes personal information, the receiving Party must ensure that it protects the relevant Confidential Information under applicable data protection/privacy law.

6.8. In connection with the provision of the Services the First Party gives its consent to the Second Party to the processing of his personal data in order to: (a) account the value and scope of provided services, accounting and management accounting in terms of relations with the First Party (including address, phone number, other contact information); (b) manage the Second Party's

risk, protect confidential information and intellectual property, for what the Second Party will have the right to create databases and include there data about previous offenses/convictions of the First Party; (c) improve the efficiency of collaboration between the First Party and the Second Party and offer to the First Party tasks which are most relevant to his abilities, for which the Second Party shall have the right to create databases, in which personal information on qualifications (education, professional skills, certifications, etc.), previous experience and places of employment of the First Party will be included. The First Party hereby gives his consent to the transfer of personal data to potential or existing clients or potential or existing clients of the companies associated with the Second Party, with the right to transfer such personal data overseas. The First Party shall notify the Second Party in respect of all major changes in his personal data.

7. INTELLECTUAL PROPERTY OWNERSHIP.

7.1 The First Party acknowledges that the Second Party will be the sole and exclusive owner of any and all Services and Deliverables (including without limitation all videos, animated sequences, drawings, designs, pictures, story lines, audio/visual material, creative concepts, naming conventions, reports, documents, displays, plans, notes, files, and any other items and/or materials authored, produced, created, developed or made by the First Party) including all Intellectual Property Rights and exploitation rights in them, whether or not they are stated in a Statement of Work, from their creation and that the First Party has no rights or interest in them ("Second Party Property").

7.2 Intellectual Property Assignment. The First Party hereby assigns and transfers (by way of future assignment and transfer where necessary) to Second Party, without separate compensation (bec. already included in the Remuneration under the present Agreement), all right, title and interest that the First Party may have or may hereafter acquire in the Second Party Property throughout the world in all mediums now known or hereafter invented free of any encumbrances or liens, including without limitation the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Second Party Property whether occurring before, on, or after the date of this Agreement. For the avoidance of any doubt, this will extend to any historic and future Services provided by the First Party to Second Party. The First Party waives and releases any claim regarding moral, personal, publicity or other similar rights which it may have regarding the Second Party Property anywhere in the world.

7.3 Further Assurance. At the request of Second Party, the First Party shall execute such form(s) of assignment of copyright or other papers as Second Party may reasonably request in order to confirm and vest in Second Party the rights in the Second Party Property as provided for herein. In addition, in the event that the First Party fails to comply with Second Party's request within fifteen (15) calendar days after written request by Second Party, the First Party hereby appoints Second Party as First Party's Attorney-in-Fact to take such actions and to make, sign, execute, acknowledge and deliver all such documents as may from time to time be necessary to confirm in Second Party, its successors and assigns, all rights granted herein.

7.4 First Party Materials. Notwithstanding anything in this Agreement to the contrary, as between the Parties, First Party shall retain ownership of (a) any and all pre-existing materials, technologies, software, photographic source assets and other artwork or copyrighted materials from First Party's pre-existing library of such assets; and (b) and all improvements made to the same which are not specific or unique to the Second Party Property, in each case with all Intellectual Property Rights in them but excluding the Second Party Property (collectively, the "Pre-existing Materials"). To the extent any Pre-existing Materials are required for the successful operation or use of the Deliverables, First Party hereby grants to Second Party a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right and license (including the right

to sublicense) to use, copy, modify, create derivative works from and exploit the Pre-existing Materials.

7.5 License. In the event Second Party provides to the First Party any equipment, software or other property for use in the rendering of Services, and only when it is necessary for the purposes of rendering the Services, the First Party is hereby granted for the Term of this Agreement a limited, non-exclusive, non-transferable, revocable license to use Second Party's intellectual property related to such property exclusively for the purpose of rendering Services under this Agreement.

7.6 For the avoidance of doubt, nothing contained in this Agreement shall be construed as an assignment or grant to the First Party of any ownership right in or to the Second Party Property. All uses of the Second Party Property shall insure to the benefit of the Second Party.

7.7 Assignment of rights by third parties (if applicable). Unless the Parties agreed otherwise, at all times throughout the Term, the First Party will ensure that it has and will maintain appropriate agreements in place (which it will disclose to Second Party upon request) with all of its employees, staff and any other party: (i) provides for the First Party's ownership of all Intellectual Property Rights arising from such employees and any third party work for the First Party; (ii) is consistent with the rights being granted by First Party to Second Party under this Agreement and the applicable Statement of Work; and (iii) contains a waiver by each employee, staff and/or any third party of any claim (whether existing or future and whether known or unknown) against First Party in respect of any moral rights (including, so far as is possible, any equivalent rights they may have in any territory of the world) owned by each such person to all and any materials created by them and provided to First Party.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1. The First Party indemnifies the Second Party, its directors, employees, representatives, agents and Affiliates and agrees to hold them harmless against any loss suffered by the Second Party on account of:

- (i) the breach of the representation and warranties (in whole or in part) made by the First Party,
- (ii) all or any violation or infringement by the First Party of its covenants contained in this Agreement.

8.2. Losses caused by the First Party to the Second Party as a result of non-fulfillment or improper performance by the First Party of its obligations under this Agreement shall be compensated in full beyond the payment of the forfeit (penalty, fine). For late delivery of services due to the fault of the First Party, the Second Party is entitled to charge the First Party with a penalty in the amount of 0.1% of the cost of such services for each day of delay.

8.3. Each Party agrees to indemnify and hold harmless the other Party from and against any liabilities, documented losses, claims, demands, costs (including without limitation reasonable attorneys' fees) and actual documented expenses arising in connection with any breach by the other Party of any provisions of the Agreement and/or Insertion orders.

8.4. Limited Liability. The Second Party shall not be liable to the First Party for any special, consequential, incidental, punitive, exemplary, or indirect damages arising out of or in connection with this Agreement including but not limited to breach of the Agreement/Contract, tort (including negligence), misrepresentation, restitution, or otherwise, whether or not foreseeable and regardless of the form of claim or action. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL NOT APPLY WITH RESPECT TO FRAUD, WILLFUL MISCONDUCT, BREACH OF PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OTHER LIABILITY STIPULATED IN THE AGREEMENT.

8.5. If the Second Party should become liable to the First Party or any other person ("Claimant"), the maximum aggregate liability the Second Party shall be limited to the lesser of the actual amount of loss or damage suffered by Claimant.

8.6. Business Reputation:

(a) The First Party acknowledges that the business reputation is a valuable asset of the Second Party.

(b) The First Party agrees to refrain from performing any act, engaging in any conduct or course of action or making or publishing any statements, claims, allegations or assertions which have or may reasonably have the effect of demeaning the name or business reputation of the Second Party or any of the Subsidiaries, or any of its or their employees, officers, directors, agents or advisors or which adversely affects (or may reasonably be expected adversely to affect) the best interests (economic or otherwise) of any of them.

(c) The First Party agrees to refrain from making or publishing any statements, claims, allegations or assertions which it believes have or may reasonably be expected to have the effect of demeaning the name or business reputation of the Second Party.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE REPUBLIC OF HONG KONG, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

9.2. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE FORMATION, PERFORMANCE, BREACH, TERMINATION OR INVALIDITY THEREOF, AS WELL AS MATTERS CONCERNING INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, SHALL BE SETTLED BY HONG KONG COURTS.

10. FORCE MAJEURE

10.1. Neither Party hereto shall be deemed in default hereunder or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms of this Agreement due to any causes beyond its reasonable control to the extent that such delay or non-performance is due to any force majeure, which causes include but are not limited to, acts of God or the public enemy; riots and insurrections, war, accidents, fire, public power shortages, malfunctions or failures in public telecommunication or IT services or breakdown of other public infrastructures, strikes and other labor difficulties (whether or not the Party hereto is in a position to concede to such demands), embargoes, judicial action, lack of or inability to obtain labor, energy or components, acts of civil or military authorities ("Force Majeure").

10.2. If the Force Majeure in question prevails for a continuous period in excess of 3 (three) months, either Party may terminate this Agreement. Without derogating from the foregoing, in the event that the Parties wish to continue their engagement, the Parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

11. MISCELLANEOUS PROVISIONS

11.1. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of Agreement and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of this Agreement.

11.2. Method of Communication.

The Parties recognize the validity of the documents received through communication channels (E-mail) equal to the validity of the documents executed in written form on paper, for the cases when the execution of documents is required in written form due to the applicable law and/or of this Agreement.

11.3. Language.

In the event of any discrepancies between the English language version of this Agreement and any versions in any other languages into which it may be translated, the English language version shall prevail.

11.4. Severability

In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected, and the Parties shall meet to agree on replacing such provision to the extent possible to record the initial intention of the Parties.

11.5. Electronic Acceptance.

This Agreement may be concluded in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and will be binding between the Parties. Both Parties agree that it will not contest the validity or enforceability of this Agreement because it was concluded in electronic form. The copy of this Agreement and all documents attached to it, acts signed by the Parties, scanned or signed in electronic form or using the electronic means of signing and transmitted by Email, have the legal force of the original. The exchange of documents, messages, as well as the conditions, requirements agreed in the course of correspondence in messengers, e-mail can serve as evidence in the event of disputes. Documents received or sent in this way, the Email itself, has equal legal force as well as the original written document.

11.6. Waiver

The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not in future be construed as waiver or a relinquishment of such terms, provisions, option, right or remedy but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

11.7. Good Faith

The Parties agree to perform their respective obligations in an expeditious manner on a best endeavors basis and act in good faith. The Parties agree that mutual trust and cordial relations between First Party and Second Party is the essence of this Agreement. Nothing contained in this Agreement shall be construed as creating any partnership, employer-employee relationship or joint venture between the Parties. Neither Party shall be authorized to act as an agent for the other, nor shall either Party enter into any agreement or contract on behalf of the other as representative or agent.

11.8. Assignment

The Parties shall not assign all or part of his rights and obligations, and shall be responsible for completing the entire scope of work itself, under this Agreement without the prior written consent of the other Party.

11.9. Independent First Parties.

The Parties are independent First Parties, and neither Party will be deemed to be an employee, agent, partner, or legal representative of the other. Neither party will have any right, power or authority to create any obligation or responsibility on behalf of the other. Nothing contained in this Agreement will be construed to constitute the Parties as partners, joint venturers, co-owners or as participants in a joint or common undertaking, or otherwise give fiduciary obligations between the Parties.

11.10. Amendment

No amendment or other variation of this Agreement shall be effective unless it is in writing, is dated, expressly refers to this Agreement, and is signed by a duly authorized representative of each Party.

11.11. Neither this Agreement in general nor any term, warranty or condition contained herein shall be construed to be in favor of any third party, including without limitation any End Users. The Parties hereby agree that this Agreement shall not create any directly enforceable third party rights and that the Contracts (Rights of Third Parties) Act 1999 is excluded to the maximum extent permissible by law.

11.12. The headings and subheadings are for convenience only and shall not affect the construction of this Agreement.

11.13. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa, references to one gender shall refer to either gender and references to any person shall include corporate bodies (wherever incorporated), unincorporated associations, partnerships and statutory bodies, as well as any legal or natural person.

11.14. The words "other", "include" and "including" do not connote limitation in any way.

11.15. Upon execution by both parties, this Agreement and the appendices and exhibits hereto shall constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement signed on behalf of the Second Party and the First Party by their respective duly authorized representatives.

11.16. Counterparts

This Agreement is concluded in two copies, one for each of the Parties, each copy of the Agreement has an equal legal force.

11.17. Notices

Any notice or notification in connection with this Agreement shall be in writing and any notice or other written communication pursuant hereto shall be addressed to First Party and to Second Party at their respective addresses mentioned hereunder or to such other address as may be notified by the Parties in accordance with the provisions of this Clause or by way of email. Such notice or request shall be deemed to have been given or made when it is actually delivered, if delivered by hand or facsimile or by reputable overnight courier or within 4 (four) days after it is dispatched by registered mail to the Party to which it is required to be given or made or an email is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered:

In case of the First Party:

on the address, stipulated in the beginning of this Agreement;

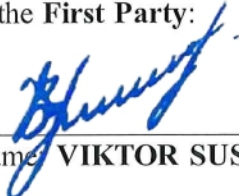
In case of the Second Party:

on the address, stipulated in the beginning of this Agreement;

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Signatures of the Parties:

SIGNED for and on behalf
of the **First Party**:


Name: **VIKTOR SUSHKO**



SIGNED for and on behalf
of the **Second Party**:


Name: **XENIA KYRIAKIDOU**