

SERVICES AGREEMENT

between

DIGITALICY LTD

and

KARINA ELLUL BONICI

This Services agreement ("**Agreement**"), made as of 01st of January, 2024 ("**Effective Date**"), is entered into by:

DIGITALICY LTD, a company incorporated in the United Kingdom, with Company number 15378227, having its registered office at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ, represented by its CEO Vasyl Kapusta ("**Client**")

and

KARINA ELLUL BONICI, passport of Malta No. MT094112, residence address 15 Triq E.H. Furse, Frederick CRT, Apt.: 4, L-Imsida, MSD 1620, Malta ("**Service Provider**").

Client and Service Provider collectively hereinafter – the "**Parties**" or separately - the "**Party**".

RECITALS

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. SERVICES

1.1 Service Provider agrees to perform for Client a set of business development Services as defined below, as well as other services as may be agreed by the Parties from time to time ("**Services**"):

1.1.1. Facilitating connections with potential partners, suppliers, distributors, and collaborators to expand business opportunities of the Client.

1.1.2. Assisting in the creation of business plans and sales goals to guide the Client's growth.

1.1.3. Enhancing the existing and developing new solutions and services offered by the Client.

1.1.4. Assisting in entering new markets or expanding the business globally by providing market entry strategies and cultural insights.

1.2. Upon the request of Client, Service Provider shall provide Client with the information and reports related to the provision of the Services.

1.3. Service Provider shall at all times faithfully, timely, industriously and to the best of his ability, experience and talent, perform all of his obligations hereunder. Service Provider shall use his best efforts to promote the interests of Client and shall devote his business time and efforts to provision of the Services. For avoidance of doubt, it is hereby explicitly stated that such Services are performed on a non-exclusive basis.

2. TERM

2.1. Except as otherwise provided in this Agreement, the Agreement shall come into force on the Effective Date and continue for two years, unless terminated earlier in accordance with this Agreement ("**Term**"). This Agreement may be renewed by the Parties by entering further written Addendums signed by both Parties.

3. PAYMENT TERMS

3.1. Service Provider shall be entitled to a monthly fee of GBP 3.000 (three thousand pounds) for the Services rendered under this Agreement ("Service Fee"). The Service Fee shall be credited not later than the 12th day of each month to a bank account she shall assign for this purpose in the correspondence with the Client as advance payment for Services rendered in the succeeding month.

3.2. The Client shall not be obligated to reimburse Service Provider for any travel or other out-of-pocket expenses incurred in the performance of the Services pursuant to this Agreement unless expressly agreed by Client in advance.

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

4. TERMINATION

4.1. This Agreement may be terminated by any Party at any time during the Term by giving a 14-day (fourteen) written notice of termination. Such notice may be given for any reason, with or without cause.

4.2. Upon termination of this Agreement, Client shall pay Service Provider for all Services duly performed by Service Provider through the date of termination.

4.3. Upon termination of the Agreement, Service Provider shall transfer, assign and make available to Client all property and materials in Service Provider's possession or subject to Service Provider's control that are the property of Client.

5. COOPERATION

5.1. Client shall provide such access to its information and property as may be reasonably required in order to permit Service Provider to perform his obligations hereunder. Service Provider shall cooperate with the Client's representatives and shall observe all rules, regulations and security requirements of Client concerning the safety of property and Business of Client.

6. INDEPENDENT PARTIES

6.1. It is the express intention of the Parties to this Agreement that Service Provider is an independent contractor and is classified by Client as such for all employee benefit purposes, and is not an employee, agent, joint venture, or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between Client and Service Provider. Service Provider shall have no authority to assume, create, or enlarge any obligation or commitment on behalf of Client without the prior written consent of Client.

7. SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES

7.1. Service Provider hereby represents and warrants that (a) the written work in the scope of the provision of the Services will be an original work of Service Provider; (b) neither the written work nor any other element of the Services will infringe or misappropriate the Intellectual Property Rights of Client or any third party; (c) Service Provider has full right and power to enter into and perform the Agreement; (d) Service Provider will comply with all laws and regulations applicable; (e) Service Provider shall perform the Services in a professional manner.

8. CONFIDENTIAL INFORMATION

8.1. Service Provider understands that Client possesses Proprietary Information (as defined below) which is important to its Business and that this Agreement creates a relationship of confidence and trust between Service Provider and Client with regard to Proprietary Information.

8.2. For purposes of this Agreement, "**Proprietary Information**" is information that was or will be developed, created, or discovered by or on behalf of Client, or is developed, created or discovered by Service Provider while performing Services, or which became or will become known by, or was or is conveyed to Client which has commercial value in Client's Business. Proprietary Information includes, but is not limited to, trade secrets, designs, technology, know-how, works of authorship, source and object code, algorithms, processes, data, computer programs, ideas, techniques, inventions (whether patentable or not), business and product development plans, customers, customer lists and other information concerning Client's actual or anticipated business, research or development, personnel information, terms of compensation and performance levels of Client employees and affiliates, or information which is received in confidence by or for Client from any other person.

8.3. At all times, both during the Term of this Agreement and after its termination or expiry, Service Provider will keep in confidence and trust, and will not use or disclose, any Proprietary Information without the prior written consent of Client.

8.4. Service Provider may disclose the Proprietary Information as may be required by applicable law or any government authority.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Neither Party acquires or has the right to use any intellectual property rights, including but not limited to service marks, trademarks, trade names, patents, designs, licenses, procedures, processes, labels, trade secrets, databases, or other property rights under this Agreement or through any disclosure hereunder, except the limited right to use such rights and information in accordance with this Agreement for the provision of the Services.

10. NOTICES

10.1. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate Party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services at the respective Party's address shown above, or at such other address or addresses as either Party shall designate to the other.

11. ENTIRE AGREEMENT

11.1. This Agreement constitutes this entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

12. AMENDMENT

12.1. This Agreement may be amended or modified only by a written instrument executed by both Client and Service Provider.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. This Agreement shall be construed, interpreted and enforced in accordance with the laws of England and Wales. Any dispute or claim arising out of this Agreement that cannot be resolved by way of negotiation should be settled in The London Court of International Arbitration (LCIA).

14. ASSIGNMENT

14.1. Neither Party shall assign any rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed.

15. MISCELLANEOUS

15.1. No delay or omission by Client in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by Client on any one occasion shall be effective only in that instance and shall not be construed as a waiver of any right on any other occasion.

15.2. The captions of the clauses of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this Agreement.

15.3. This Agreement is signed in two counterparts.

15.4. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth above.

Client

DIGITALICY LTD

Company number 15378227

Address: 71-75 Shelton Street, Covent Garden,
London, United Kingdom, WC2H 9JQ



Vasyl Kapusta,

CEO

Service Provider

KARINA ELLUL BONICI

Passport of Malta No. MT094112

Residence address: 15 Triq E.H. Furse, Frederick
CRT, Apt.: 4, L-Imsida, MSD 1620, Malta

