

IT CONSULTING AND SOFTWARE DEVELOPMENT AGREEMENT

NO. MH/25-03/12

This **IT Consulting and Software Development Agreement No. MH/25-03/12** (the "**Agreement**") is made on **11.03.2025** (the "**Effective Date**") by and between:

MIHAITA-ALEXANDRU COTEA (the " Developer ")	MAHAFIELD LIMITED (the " Client ")
Passport Number: 065536831 Address: 28 Oktovriou Street, Mezonete 6, Mesa Choric, Paphos, 8290, Cyprus	Registration Number: HE 399004 Address: 7 Archaias Lidras, Geri 2200, Nicosia, Cyprus Director: Antria Konstantinou

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THE PARTIES DO HEREBY MUTUALLY AGREE ON THE FOLLOWING:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, except to the extent expressly provided otherwise:

- a. **"Additional Costs"** means all additional costs that the Developer is permitted to charge Client under this Agreement.
- b. **"Agreement"** means this agreement and any amendments to this Agreement from time to time;
- c. **"Assignment IP"** means all Intellectual Property Rights in the Deliverables, excluding the Intellectual Property Rights in the Third Party Materials;
- d. **"Business Day"** means any weekday other than a bank or public holiday;
- e. **"Business Hours"** means the hours of 09:00 to 18:00 on a Business Day;
- f. **"Charges"** means all amounts payable by the Client to the Developer under this Agreement, including any fees, rates, or other sums agreed for the provision of the Services;
- g. **"Confidential Information"** of a party means any information:
 - i. regarding that party's business or affairs;
 - ii. regarding that party's customers, employees, or other people doing business with that party;
 - iii. which is by its nature confidential;
 - iv. which is designated as confidential by that party at the time of disclosure or within 14 days after disclosure; or
 - v. which the other party knows or ought to know is confidential;
- h. **"Defect"** means a defect, error or bug in the Software having a material adverse effect on the appearance, operation, functionality or performance of the Software, but excluding any defect, error or bug caused by or arising as a result of:
 - i. any act or omission of the Client or any person authorized by the Client to use the Software;
 - ii. any use of the Software contrary to the Documentation by the Client or any person authorized by the Client to use the Software;
 - iii. a failure of the Client to perform or observe any of its obligations in this Agreement; and/or

- iv. an incompatibility between the Deliverables and any other system, network, application, program, hardware or software;
- i. **"Deliverables"** means the results of provision of the Services together with any Documentation attached thereto;
- j. **"Documentation"** means the technical documentation produced by the Developer and delivered or made available by the Developer to the Client;
- k. **"Effective Date"** means the date of execution of this Agreement;
- l. **"Force Majeure Event"** means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);
- m. **"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);
- n. **"Services"** means IT consulting, software design and development services, as well as any additional services listed in Clause 3 hereof;
- o. **"Source Code"** means software code in human-readable form, including human-readable code compiled to create software or decompiled from software, but excluding interpreted code;
- p. **"Term"** means the term of this Agreement stated in Clause 2 hereof;
- q. **"Third Party Materials"** means the works and/or materials comprised in the Deliverables, the Intellectual Property Rights in which are owned by a third party and which the parties agree in writing shall be incorporated into the Deliverables;
- r. **"Variation"** means changes to the agreed scope of services.
- s. **"Variation Notice"** means is the written notification regarding the costs associated with Variations.
- t. In this Agreement:
 - i. a reference to "this Agreement" means this document;
 - ii. headings and bold type are for convenience only and do not affect the interpretation of these terms;

- iii. the singular includes the plural and the plural includes the singular;
- iv. words of any gender include all genders;
- v. other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning, unless the context clearly requires otherwise;
- vi. an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- vii. a reference to any legislation includes all delegated legislation made under it, and amendments, consolidations, replacements or re-enactments of any of them;
- viii. a reference to a party to a document includes that party's successors and permitted assignees;
- ix. a promise on the part of 2 or more persons binds them jointly and severally;
- x. no provision of this agreement will be construed adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- xi. specifying anything in this agreement after the words "include" or "for example" or similar expressions does not limit what else is included.

2. TERM

- a. This Agreement shall commence on the Effective Date and shall remain in force for an initial term of 1 (one) year, unless terminated earlier in accordance with this Agreement.
- b. Upon expiry of the initial term, this Agreement shall automatically renew for successive 1-(one)-year renewal terms of equal duration, unless either Party gives written notice of non-renewal to the other Party prior to the expiration of the then-current term.
- c. During any renewal term, the Agreement shall continue on the same terms and conditions, unless otherwise expressly agreed in writing by the Parties.

3. IT CONSULTING AND DEVELOPMENT SERVICES

- a. The Developer shall perform the Services for the Client with due skill, care, and diligence, in accordance with this Agreement.
- b. The fee structure for the Services shall be as follows:

Services	Applicable Metric	Rate (EUR)
IT Architecture Review & Technical Strategy	Hour	120.00
System Design & Technology Selection	Hour	60.00
Requirements Analysis & Technical Consultation	Hour	80.00
Source Code Review & Quality Assessment	Review Session	100.00
Performance & Scalability Assessment	Hour	58.00
Security & Best-Practice Review	Hour	70.00
Technical Documentation & Architecture Notes	Page	30.00
Backend Development (APIs, Services, Business Logic)	Hour	155.00
Frontend Development (Web UI, State Management)	Hour	52.00
Database Design & Query Optimization	Hour	55.00
Feature Implementation & Enhancements	Task	180.00
Bug Fixing & Defect Resolution	Issue	70.00
Code Refactoring & Performance Optimization	Hour	55.00
Third-Party API Integration	Integration Point	150.00

Unit & Functional Testing	Test Case	25.00
DevOps Support & Environment Setup	Hour	55.00

- c. The Developer shall use reasonable efforts to align the Services with the Client's requirements and to deliver the Deliverables in accordance with the agreed timetable.
- d. Delivery of the Deliverables shall be made through a secure online file-sharing system, or upon request, on a physical medium such as a USB drive or optical disk.
- e. The Developer shall ensure that the Source Code and any interpreted code created as part of the Deliverables are written to a professional standard, comply with any coding standards agreed in writing by the Parties, and include sufficient documentation and commentary to allow a competent third-party developer to understand, modify, maintain, and further develop the code.
- f. The Developer shall keep the Client reasonably informed of the progress of the Services and shall promptly notify the Client of any material issues, obstacles, or expected delays.
- g. At the request of the Client, the Developer shall make available a current version of any part of the Deliverables during the course of the Services, in order for the Client to review progress and provide feedback.

4. CONTENT AND MATERIALS SUPPLIED BY CLIENT

- a. The Client must supply to the Developer all required materials Client wants Developer to use in the Services, and all other content and materials Developer may reasonably request (the "**Client Content**") in a timely manner.
- b. The Client must supply all Client Content in the following digital format/s:
 - i. text/copy: Microsoft Word or Rich Text (clearly labelled and in correct order);
 - ii. tables: Microsoft Excel (clearly labelled and in correct order);
 - iii. images: high resolution where possible (JPEG, PNG files);
 - iv. logos: vector format (Illustrator EPS/AI);
 - v. diagrams/maps: vector format (AI) or (JPEG files);
 - vi. if required, access to Client's current website and database via SSH, FTP and/or CMS/hosting control panel login;

vii. brand style guidelines (if applicable).

- c. Client warrants that the materials or content Client provides to Developer, or that are provided to Developer on Client's behalf, will not:
- i. breach any rights (including Intellectual Property Rights) of any third party; or
 - ii. compromise the security or operation of Developer's computer systems, through a virus or otherwise.

5. INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

- a. On and from the date of delivery of the Deliverables to the Client, the Developer hereby assigns to the Client all of its right, title and interest in the Assignment IP.
- b. The aforesaid assignment is for the full term of the assigned rights, including all extensions, renewals, reversions and revivals.
- c. The aforesaid assignment includes the right to bring proceedings in respect of past infringements of the assigned rights, and to recover damages or benefit from any other remedies in respect of any past infringements of the assigned rights.

6. FURTHER ASSURANCE

- a. The Developer must use best endeavors to:
- i. do or procure the doing of all acts; and
 - ii. execute or procure the execution of all documents,
- that the Client may reasonably request from time to time in order to perfect or confirm the Client's ownership of the rights assigned by this Agreement.
- b. The Developer must provide to the Client at the cost and expense of the Client such reasonable assistance as the Client may request in order to register the Client's rights in the Assignment IP with any intellectual property office or registry.
- c. The Developer must provide to the Client at the cost and expense of the Client all reasonable assistance in connection with any legal proceedings relating to the rights assigned under this Agreement that are brought by, or against, the Client.

7. THIRD PARTY MATERIALS

- a. Subject to any express written agreement between the parties, the Developer shall ensure that the Third Party Materials are:
- i. licensed to the Client in accordance with the relevant licensor's

standard licensing terms (which the Client acknowledges may be open source or Creative Commons licensing terms);

- ii. licensed to the Client on reasonable terms notified by the Developer to the Client;
- iii. sub-licensed by the Developer to the Client on reasonable terms notified in writing by the Developer to the Client; or
- iv. sub-licensed by the Developer to the Client on the basis of a non-exclusive, worldwide, perpetual and irrevocable license to use the Third Party Materials in connection with the Deliverables.

8. CLIENT OBLIGATIONS

a. The Client shall, unless otherwise agreed in writing by the parties, provide or procure for the Developer all assistance, cooperation, information, and resources reasonably necessary for the Developer to perform the Services under this Agreement. Such obligations shall include, without limitation, the following:

- i. the Client shall provide timely access to key personnel, stakeholders, and subject matter experts to clarify requirements, review Deliverables, and provide approvals as reasonably requested by the Developer.
- ii. the Client shall furnish all relevant information, data, documentation, and materials in its possession or control that are necessary or reasonably requested for the Developer to perform the Services, including technical specifications, business processes, system access, and any third-party resources required for integration.
- iii. the Client shall respond to Developer inquiries, review requests, and feedback requests promptly and in good faith, and shall provide decisions, approvals, or instructions within a reasonable timeframe to avoid delays in the performance of the Services.

b. The Client shall ensure that any third-party software, hardware, or services required for the Services are made available to the Developer in a timely manner and under terms that allow the Developer to perform its obligations hereunder.

c. The Client acknowledges that any delay or failure to comply with its obligations under this Clause may result in a corresponding delay in the performance of the Services, and the Developer shall not be held liable for any such delay to the extent it arises from the Client's acts, omissions, or failure to provide necessary support.

9. CHARGES AND TAXES

- a.** The Client shall pay the Charges to the Developer for the Services provided in accordance with the fee structure table contained in Clause 3 hereof.
- b.** All Services shall be billed in Euro unless otherwise agreed via email.
- c.** Unless stated otherwise, all amounts are exclusive of any applicable taxes, including value added tax (VAT) or similar taxes, which shall be added and payable by the Client in accordance with applicable law.

10. PAYMENTS

- a.** The Developer shall issue invoices for the Charges in accordance with the fee structure table contained in Clause 3 hereof.
- b.** The Client shall pay the invoiced Charges within twenty (20) Business Days from the date of the relevant invoice.
- c.** Payments shall be made to the Developer's designated bank account.
- d.** Any change to payment details shall be communicated to the Client in a timely manner.
- e.** The Developer reserves the right to suspend all Services under this Agreement if the Client fails to make any payment in accordance with this Clause, without prejudice to any other rights or remedies available to the Developer under this Agreement.

11. VARIATIONS AND ADDITIONAL COSTS

- a.** If, during the course of the Developer's engagement, the scope or specifications of the Services are changed, such changes shall be treated as a Variation.
- b.** Upon a Variation, the Developer may temporarily halt performance of the Services to review the impact on costs and timelines.
- c.** The Developer shall discuss the Variation with the Client and, where necessary, issue a Variation Notice detailing the modifications and any associated costs.
- d.** The Developer shall not proceed with the Services subject to the Variation without the Client's written approval.
- e.** For minor changes or adjustments to the Services, the Developer shall promptly notify the Client and provide an estimate of any Additional Costs.
- f.** All Additional Costs arising from Variations or minor changes shall be invoiced separately and charged at the Developer's current rates. Payment for Additional Costs

shall follow the same method and currency rules as set out in Clause 10 above.

12. DEBT COLLECTION

- a.** The Developer reserves the right to refer the collection of any outstanding accounts to a debt collection agency without notice to Client.
- b.** In the event that the collection of the debt is referred to the Developer's lawyers, the Client accepts liability for and indemnify the Developer for all of Developer's legal costs on a solicitor-client basis.

13. WARRANTIES

- a.** The Developer warrants to the Client that:
 - i. the Developer has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
 - ii. the Developer will comply with all applicable legal and regulatory requirements applying to the exercise of the Developer's rights and the fulfilment of the Developer's obligations under this Agreement; and
 - iii. the Developer has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement;
 - iv. the Services as provided will conform in all material respects with the Client's requirements);
 - v. the Deliverables will be supplied substantially free from Defects;
 - vi. the Deliverables will be supplied to the best knowledge of the Developer free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
 - vii. the Deliverables shall incorporate security features reflecting the requirements of good industry practice.
- b.** The Developer warrants to the Client that the Deliverables (and Documentation attached thereto), when used by the Client in accordance with this Agreement:
 - i. will not breach any applicable laws, statutes or regulations; and
 - ii. will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.
- b.** If the Developer reasonably determines, or any third party alleges, that the use of

the Deliverables by the Client in accordance with this Agreement infringes any person's Intellectual Property Rights, the Developer may, acting reasonably at its own cost and expense:

- i. modify the Deliverables in such a way that it no longer infringes the relevant Intellectual Property Rights, providing that any such modification must not introduce any Defects into the Deliverables and must not result in the Deliverables failing to conform with the Client's requirements; or
- ii. procure for the Client the right to use the Deliverables in accordance with this Agreement.

c. The Client warrants to the Developer that:

- i. it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- ii. it will use the Deliverables in compliance with all applicable legal and regulatory requirements in any jurisdiction and under any applicable law.
- iii. it shall inform Developer without undue delay in case the Client finds out or acquires reasonable suspicion, that Client's activity related to this Agreement, in particular its activities based on the usage of Deliverables, may be classified as unlawful or may be a subject to investigation or dispute performed by any public authority, in particular in cases where investigation or dispute or other proceedings or events (change of law or its interpretation, etc.) may result in the conclusion that any activity, performed under this Agreement, may represent a breach of law.

d. All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement.

e. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

14. INDEMNITY

a. The Client shall indemnify, defend and hold harmless the Developer in respect of all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal fees on a full indemnity basis), in connection with any of the following:

- i. any breach of this Agreement;
 - ii. the Client's negligent acts or omissions;
 - iii. breach of third-party Intellectual Property Rights.
- b.** The Developer shall indemnify, defend and hold harmless the Client in respect of all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal fees on a full indemnity basis), in connection with any of the following:
 - i. any breach of this Agreement;
 - ii. the Developer's negligent acts or omissions;
 - iii. the Client's use of the Deliverables, including any third party claims made in connection with or arising out of the Client's use of the Deliverables, provided that the Deliverables are used by the Client in accordance with this Agreement and with all applicable legal regulations.

15. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- a.** Nothing in this Agreement will:
 - i. limit or exclude any liability for death or personal injury resulting from negligence;
 - ii. limit or exclude any liability for fraud or fraudulent misrepresentation;
 - iii. limit any liabilities in any way that is not permitted under applicable law; or
 - iv. exclude any liabilities that may not be excluded under applicable law.
- b.** The limitations and exclusions of liability set out in this Clause and elsewhere in this Agreement:
 - i. are subject to the preceding Clause; and
 - ii. govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.
- c.** Neither party shall be liable to the other party in respect of:
 - i. any losses arising out of a Force Majeure Event;
 - ii. any loss of profits or anticipated savings;

- iii. any loss of revenue or income;
- iv. any loss of use or production;
- v. any loss of business, contracts or opportunities;
- vi. any loss or corruption of any data or database;
- vii. any special, indirect or sequential loss or damage.

d. The liability of each party to the other party under this Agreement in respect of any event or series of related events shall not exceed the total amount paid and payable by the Client to the Developer under this Agreement in the 12-month period preceding the commencement of the event or events.

e. The aggregate liability of the Developer to the Client under this Agreement shall not exceed the total amount paid and payable by the Client to the Developer under this Agreement.

16. CONFIDENTIALITY

a. Each party agrees to keep confidential, and not to use or disclose except as permitted by these terms and conditions, any Confidential Information of the other party.

b. The parties agree not to disclose these terms and conditions. This obligation of confidence extends to Confidential Information obtained by a party before entering into this agreement. Each party shall refrain from making negative comments about the other party, whether online or in person.

c. The obligation of confidence as set out above does not apply to Confidential Information to the extent that is required to be disclosed by law.

d. The party required to disclose the other Party's Confidential Information as set out above must:

- i. provide a reasonable amount of notice to the other party of the proposed disclosure;
- ii. consult with the other party as to the form of the disclosure; and
- iii. take all reasonable steps to maintain such Confidential Information in confidence.

e. Each party must take all steps and do all such things as may be necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other party.

17. FORCE MAJEURE EVENT

- a.** If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- b.** A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:
 - i. promptly notify the other; and
 - ii. inform the other of the period for which it is estimated that such failure or delay will continue.
- c.** A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

18. TERMINATION

- a.** The Developer may terminate this Agreement by giving to the Client not less than 60 days' written notice of termination.
- b.** The Client may terminate this Agreement by giving to the Developer not less than 30 days' written notice of termination.
- c.** Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
 - i. the other party commits any material breach of this Agreement, and the breach is not remediable;
 - ii. the other party commits a material breach of this Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
 - iii. the other party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach).
- d.** Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party:
 - i. ceases to carry on all or substantially all of its business (in the case of a company);
 - ii. is or becomes unable to pay its debts as they fall due, or is declared insolvent (in the case of a company);
 - iii. becomes bankrupt or otherwise legally incapable of meeting financial

obligations (in the case of an individual);

- iv. dies or becomes legally incapacitated (in the case of an individual);
- v. an administrator, administrative receiver, liquidator, receiver, trustee, manager, or similar official is appointed over any of the assets of the other party;
- vi. an order is made for the winding up of the other party, or in the case of a company, the other party passes a resolution for its winding up (other than for the purpose of a solvent corporate reorganization in which the resulting entity assumes all obligations under this Agreement).

e. The Developer may terminate this Agreement immediately by giving written notice to the Client if:

- i. any amount due to be paid by the Client to the Developer under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- ii. the Developer has given to the Client at least 30 days' written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause.

19. EFFECTS OF TERMINATION

a. Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 5, 6, 9, 10, 12, 13, 14, 16, 17, 19, 20, 22 and 23.

b. Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

c. Within 30 days following the termination of this Agreement for any reason:

- i. the Client must pay to the Developer any Charges in respect of Services provided to the Client before the termination of this Agreement or any other payments to be made by the Client to the Developer; and
- ii. the Developer must refund to the Client any Charges paid by the Client to the Developer in respect of Services that were to be provided to the Client after the termination of this Agreement,

without prejudice to the parties' other legal rights.

20. NOTICES

a. Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out on the cover page hereof):

- i. delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery;
- ii. sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting; or
- iii. sent by email, in which case the notice shall be deemed to be received on the following Business Day

provided that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

b. The addressee and contact details set out herein may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause.

21. SUBCONTRACTING

a. Subject to any express restrictions elsewhere in this Agreement, the Developer may subcontract any of its obligations under this Agreement, providing that the Developer must give to the Client, promptly following the appointment of a subcontractor, a written notice specifying:

- i. the subcontracted obligations; and
- ii. identifying the subcontractor in question.

b. The Developer shall remain responsible to the Client for the performance of any subcontracted obligations.

22. GOVERNING LAW AND DISPUTE RESOLUTION

a. This Agreement does not create a relationship of employment, agency or partnership between the parties.

b. This Agreement is governed by the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and shall not:

- i. object to an action being brought in the courts of England and Wales;

or

- ii. assert that any action has been brought in an inconvenient forum; and
- iii. each party undertakes to refrain from bringing an action in any other court or tribunal.

c. If a dispute arises out of or relates to this Agreement, a party may not commence any court or arbitration proceedings relating to the dispute unless the party has complied with this clause, except where the party seeks urgent interlocutory relief.

d. Where a party fails to comply with this clause any other party in dispute with the party so failing to comply need not comply with this clause before referring the dispute to arbitration or commencing court proceedings relating to that dispute.

e. A party claiming that a dispute to which this clause applies has arisen under this Agreement or in relation to this Agreement shall give written notice to other party designating as its representative in negotiations relating to the dispute a person with authority to settle the dispute on its behalf. Other party given written notice shall promptly give notice in writing to other party designating as its representative in negotiations relating to the dispute a person with similar authority.

f. Developer may pause work to conduct whatever investigations deemed appropriate and, within 90 days of the given written notice, seek to resolve the dispute.

g. If the dispute is not resolved within the following 90 days (or within such further period as the representatives may agree is appropriate), the parties shall within a further 90 days (or within such further period as the representatives may agree is appropriate) seek to agree on:

- i. a process for resolving the whole or part of the dispute through means other than litigation or arbitration, such as further negotiations, mediation, conciliation, independent expert determination or mini-trial;
- ii. the procedure and timetable for any exchange of documents and other information relating to the dispute;
- iii. procedural rules and a timetable for the conduct of the selected mode of proceeding;
- iv. a procedure for selection and compensation of any neutral person who may be employed by the parties to assist in relation to the dispute; and
- v. whether the parties should seek the assistance of a dispute resolution organization.

h. The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this Clause is to attempt to settle the dispute between the Parties.

i. After the expiration of the time established by or agreed upon under this Clause, any party which has complied with the provisions hereof and may in writing terminate the dispute resolution process provided for herein and may then refer the dispute to arbitration or commence court proceedings relating to the dispute.

23. GENERAL

a. No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

b. If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

c. This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

d. Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

e. This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

f. This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

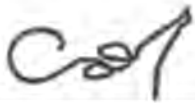
g. The headings in this Agreement are included only for convenience and shall not control or affect the meaning or construction of this Agreement.

h. The Developer agrees that it will not disclose the form, content or existence of this Agreement or any services in any advertising, press releases or other materials distributed to prospective customers.

i. This Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES OF THE PARTIES

IN WITNESS HEREOF, this Agreement has been signed by the duly authorized representatives of the parties on the date that is first specified hereinabove.

Developer:	Client:
Signature:	Signature:
	
Name: Mihaita-Alexandru Cotea	Name: Antria Konstantinou
	Title: Director



[END OF DOCUMENT]