

SERVICES AGREEMENT

This Services agreement (“**Agreement**”), made as of 17th of January, 2024 (“**Effective Date**”), is entered into by:

OVALREST LIMITED, a company incorporated in the United Kingdom, with Company number 01173205, having its registered office at 8 Baskervyle Road, Gayton, Wirral, Merseyside, CH60 8NL, represented by its Director Peter John Holme (“**Customer**”)

and

AGNESA KLEINE, passport of Latvia No. LV7010478, residence address 24, Stimu Street, Apt.: 6, RIGA, LV-1035, Latvia (“**Provider**”).

Customer and 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 Provider agrees to perform for Customer a set of accounting and auditing Services as defined below, as well as other services as may be agreed by the Parties from time to time (“**Services**”):

1.1.1. Providing comprehensive accounting services, including the preparation of financial statements, bookkeeping, and financial reporting in compliance with applicable regulations.

1.1.2. Conducting audits of the Customer’s financial records to ensure accuracy, transparency, and compliance with legal standards.

1.1.3. Offering consultations on tax planning, regulatory requirements, and financial management to optimize the Customer’s financial performance.

1.1.4. Assisting in the implementation of internal financial controls and procedures to improve operational efficiency and reduce the risk of errors or fraud.

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

1.3. Provider shall at all times faithfully, timely, industriously and to the best of his ability, experience and talent, perform all of his obligations hereunder. Provider shall use his best efforts to promote the interests of Customer 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 three 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. Provider shall be entitled to a fixed fee of GBP 3500 (three thousand five hundred pounds) per month for the Services rendered under this Agreement (“**Service Fee**”). The Provider shall issue an invoice at the end of each month. Payment shall be credited to the bank account specified in the invoice within 7 days of receipt of the invoice.

3.2. The Customer shall not be obligated to reimburse 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 Customer in advance.

3.3. 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 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, Customer shall pay Provider for all Services duly performed by Provider through the date of termination.

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

5. COOPERATION

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

6. INDEPENDENT PARTIES

6.1. It is the express intention of the Parties to this Agreement that Provider is an independent contractor and is classified by Customer as such for all employee benefit purposes, and is not an employee,

agent, joint venture, or partner of Customer. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between Customer and Provider. Provider shall have no authority to assume, create, or enlarge any obligation or commitment on behalf of Customer without the prior written consent of Customer.

7. SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES

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

8. CONFIDENTIAL INFORMATION

8.1. Provider understands that Customer possesses Proprietary Information (as defined below) which is important to its Business and that this Agreement creates a relationship of confidence and trust between Provider and Customer 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 Customer, or is developed, created or discovered by Provider while performing Services, or which became or will become known by, or was or is conveyed to Customer which has commercial value in Customer’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 Customer’s actual or anticipated business, research or development, personnel information, terms of compensation and performance levels of Customer employees and affiliates, or information which is received in confidence by or for Customer from any other person.

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

8.4. 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 Customer and 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 Customer in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by Customer 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.

Customer

OVALREST LIMITED

Company number 01173205

Address: 8 Baskervyle Road, Gayton, Wirral,
Merseyside, CH60 8NL

Provider

AGNESA KLEINE

Passport of Latvia No. LV7010478

Residence address: 24, Stimu Street, Apt.: 6,
RIGA, LV-1035, Latvia

Peter John Holme, Director



A handwritten signature in blue ink, appearing to read "Agnesa", written over a horizontal line.