

CONTRACT №0401/2024
on providing services of software development

L'viv, Ukraine

_____, 2025

_____, the legal entity according to the legislation of the United States of America, registered address: _____ hereinafter referred to as the «**Client**» represented by Osmand Christian, Director of Engineering, from the one side, and **Exoft LLC**, the legal entity according to the legislation of Ukraine, registered address: 111A Shevchenka St., 6th floor, Lviv, 79039, hereinafter referred to as the «**Contractor**», represented by CEO Oleg Maykher, from the other side, concluded the present Contract on the following:

1. SUBJECT OF THE CONTRACT

1.1. On the conditions and procedures of this Contract, the Contractor undertakes to provide IT services and transfer the software (programming product) or other results to the Client, and the Client undertakes to pay to the Contractor the fee for providing IT services and transferring.

1.2. The term "IT services" in this Contract refers to services on software development, software delivery and software testing, services on data processing, project management and consulting on informatization, and other services in the sphere of informatization in specific Client's projects.

1.3. Specific types and range of services that are provided under this Contract, tasks and terms of performance of certain stages shall be determined by the Client and reported to the Contractor, in writing, including by electronic communications. via Development management tool.

2. PRICE OF SERVICES AND PAYMENT RULES

2.1. The total price of the Contract shall be defined as the total cost of all provided services according to Invoices. Invoices shall be reviewed by the Client for accuracy prior to payment. Any deviations between the anticipated fees and the invoice will be discussed between the Client and Contractor within fifteen (15) days of receipt of invoice. Parties agreed the following cost of one hour of Contractor's services: Software development services \$40.00 USD per hour, other agreements should be signed as extensions to this contract.

2.2. Contractor's services shall be paid by the Client on the partial payment conditions (invoice payment). The Contractor as necessary issues invoices to the Client every 1st business day after the month the work was performed, and the Client pays the invoice within 10 (ten) days from the date of its issuing. The payments are to be made via WIRE transfer.

2.3. In case the Client has the admonition (question) to the issued invoice and/or provided services, they could express it within 5 (five) calendar days of receipt of the invoice in writing (including by e-mail). The Contractor shall consider the Client's admonition (question) and send a written response (including by e-mail) within 5 (five) calendar days of receipt of the Client's question. In this case the Client shall pay the invoice within 7 (seven) calendar days from the moment of getting the Contractor's response to the Client's admonition (question). If the Client didn't express any admonition (question) within 5 (five) calendar days, the invoice should be considered as agreed to the full sum and services – provided efficiently and on time.

2.4. If the Client does not pay the invoice within 10 (ten) days from the moment of its issuing, the Client shall pay the penalty at the amount of 0.5% of the invoice amount for each calendar day of delay and a penalty fee in the amount of 100 (one hundred) US dollars for each case of invoice payment delay.

2.5. If the 2 invoices addressed to the Client are not paid until the due date of the latest one (if money did not hit Contractor's bank account or there is no payment confirmation sent by email), Contractor informs the Client by email that Contractor stops the provision of any services and freezes the work. If there is no payment confirmation or other agreements reached by the Parties within the next 7 calendar days after such a freeze, Contractor starts the process of involving the assigned team to other projects.

2.6. The currency of the present Contract and the payment currency is US Dollar.

2.7. Payment shall be carried out by cashless bank transfer. The funds shall be transferred to the Contractor's bank account pointed in the present Contract and/or other details envisaged in the invoices.

2.8. If the amount or terms of services change, the price may be changed by the Parties upon mutual agreement. Changes to the agreed price shall be fixed by the Parties in an addendum to this Contract.

2.9. The Contractor and the Client warrant and acknowledge that they are solely responsible for accounting, deducting and paying all applicable taxes and fees related to their own jurisdiction or activities. Payment of bank fees should be allocated as standard SHA shared charging.

2.10. The place of services provision under this Contract is the location of the Client (USA). The activities which are the subject of the present Contract are not VAT-taxable according to the Tax Code of Ukraine.

2.11. Contractor will perform work during USA Eastern time and up to 1:00 pm EST. If additional requirements of Contractor, Client is expected to prearrange Contractor's schedule based on Contractor availability.

2.12. Along with Ukrainian state holidays, Contractor provides its resources 18 days Vacation and 10 days Sick leave per year and Contractor Vacations of consecutive five days or above are to be pre-approved at least a month before by the client.

3. THE PROCEDURE OF SERVICES PROVIDING AND ACCEPTANCE

3.1. The Contractor shall provide services of software development on the basis of the tasks, initial conditions, specifications, etc., provided by the Client, and strictly following the

instructions of the Client.

3.2. The Contractor may provide services personally (by own employees) or involve other third persons, including private entrepreneurs on the contract basis. If work is outsourced, then the Contractor shall alert the Client given a 30 day notice.

3.3. The Contractor warrants that all software under this Contract is exclusively developed for the Client.

3.4. If during the performance of this Contract the Contractor realizes that he/she is unable to achieve the results or complete the task determined by the Client, the Contractor is obliged to notify the Client immediately for remedial action. In the event of a dispute arising under this agreement, the parties will seek to settle matters amicably between themselves. In the event such a resolution cannot be reached, the parties consent to dispute resolution procedures including, but not limited to, mediation and/or arbitration in accordance with the American Arbitration Association.

4. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

4.1. The Contractor bears the following responsibilities:

- develop software on the basis of the tasks, initial conditions, specifications, etc., provided by the Client, and strictly following the instructions of the Client;
- take part in regular team meetings;
- perform professionally the necessary USA regulatory actions in order to coordinate its technical personnel;
- regularly provide information on the results of the work in a form which will be specified in the Client owned development management tool for a specific project and with the agreement of the Parties;
- provide the Client with consultation on technical issues arising in those projects which Contractor will perform for the Client. Such consultation shall be provided on request;
- transfer to the Client all the economic rights to the intellectual property objects.

4.2. The Contractor has the following rights:

- receive earned fee according to p.2 of the present Contract;
- receive from Client clarifications for the technical task or additional information, required for performing the technical task.
- use gained experience for marketing materials and brand promotions. Company maintains the right, title, and interest to their platform(s), and all related copyrights, databases, metadata, trademarks, trade names, domain and other intellectual property rights currently in existence or later developed. Contractor will seek pre approval to use Company Marks for marketing and or promotional use.

4.3. The Client bears the following responsibilities:

- pay to the Contractor for provided services within terms and amounts agreed in the present Contract;
- provide Contractor in a timely manner with the documents and information required for the present Contract conditions performing;
- regularly provide necessary management of the project, conduct meetings and deliver planning schedules;
- clarify technical tasks per Contractor's request in case of such need.

4.4. The Client has the following rights:

- obtain the ready programming product and services executed according to technical tasks and within terms and conditions defined by the present Contract;
- realize economic intellectual property rights in any desired way.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. Exclusive economic rights to intellectual property of all the objects that are created under this Contract (e.g., derivative works), arise or may arise in connection with this Contract, shall belong to the Client.

Economic rights to intellectual property belonged to the Client under this Contract are perpetual, unrestricted, and worldwide.

5.2. These objects, among other things, but not limited to the above, include computer programs, computer program source code, program applications, program scripts, algorithms, design, editorial content, databases, websites, domains, copyrights, patentable and non-patentable inventions, utility models, know-how, trademarks, trade names, trade secrets etc.

5.3. The Contractor has the right to make a general description and portfolio about the experience gained in the project.

5.4. Prior to starting the work under this contract , confidentiality and Non-Disclosure Agreement as well as COS' Acceptable Use policy and Information Systems Security Policies Compliance Form ("IT Form") to be electronically signed by each resource of the Contractor.

5.5. Prior to starting the work under this agreement, the Contractor will perform Criminal Background and Reference checks for each resource, verify there are no COS redflags and also provide a copy of Criminal background check and a written feedback on each resource.

6. WARRANTIES FOR THE CLIENT

6.1. The Contractor warrants that all software under this Contract is exclusively developed for the Client.

6.2. The Contractor warrants that exclusive economic rights to intellectual property of all the objects that are created under this Contract (e.g., derivative works), transfer only to the Client.

6.3. The Contractor warrants that all developments of the Contractor, whether product or business oriented, including those developments made by the Contractor under the term of this Contract, are considered proprietary information and the sole property of the Client.

7. CONFIDENTIALITY

7.1. The Parties have agreed not to disclose confidential information and conditions of this Contract.

7.2. The provisions of this Section shall not apply to cases where disclosure of confidential information is directly required by the legislation.

8. NON-SOLICITATION

8.1. For good consideration Contractor covenants and agrees that during the term of Contractor's cooperation with the Company and for twenty four (24) months after the termination thereof, regardless of the reason for the termination, Contractor will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors with whom Contractor had a contact during the cooperation with the Company. The aforementioned perversion will prevail except under the following specific circumstance: (1) Exoft is unable to provide competent contractors to complete the work; (2) Exoft is sold, acquired, purchased or dissolved during the contract term.

8.2. The Client covenants and agrees that during the term of cooperation with the Contractor and for twenty four (24) months after the termination thereof, regardless of the reason for the termination, The Client will not, directly or indirectly, on Client's own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, subcontractor, consultant of the Contractor with whom Client had a contact or supervised while performing Client's duties under contract, to terminate their employment relationship or cooperation with the Contractor.

9. RESPONSIBILITIES OF PARTIES AND SETTLEMENT OF DISPUTES

9.1. In case of non-fulfillment or improper fulfillment of obligations under this Contract, the Parties shall be responsible under this Contract and applicable law.

9.2. All disputes between the Parties shall be resolved through negotiations, and if no agreement is reached Parties reserve the right to apply for the resolve the dispute the appropriate court as defined in section 9.3

9.3. This Partnership shall be governed by and construed in accordance with the laws of the State of Virginia without regard to its conflicts of law provisions. Exclusive jurisdiction and venue for any action arising under this Partnership is in the federal and state courts located in Virginia. In any action or proceeding to enforce or interpret this Partnership, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

9.4. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the

indemnifying party is promptly notified of any such claims. This indemnity shall survive the termination of this Agreement.

9.5. The Contractor is not responsible for the usage of the results of provided services (including the developed software) by the Client or his clients, regarding personal data protection or any other legal requirements and/or restrictions, except if is directly agreed in writing by the Parties. Contractor shall not be responsible for the legal consequences that come for the Client as the result of using of the software unless the Client agreed in writing with the Contractor the certain legal requirements to the results of provided services (including the developed software).

10. FORCE MAJEURE

10.1. If circumstances prevent full or partly execution of any obligation by any of the Parties according to the present Contract, the terms of obligation execution are moved for the period of these circumstances existence. Under force majeure circumstances are meant: conflagration, natural disaster, war, any military actions, blockade, import or export forbidding, strikes, authorities intervention and other circumstances which don't depend on Parties.

10.2. The Party, in whose country the force majeure circumstances have appeared, has to inform another Party in written form within 5 (five) calendar days regarding start, approximate duration and end of the impact of the circumstances mentioned above.

11. TERM OF VALIDITY OF THE CONTRACT AND OTHER CONDITIONS

11.1. This Contract shall become effective from the moment of its signing and shall be valid for 12 calendar months.

11.2. This contract does not auto renew. Two months prior to the end of this contract, Client and/or Contractor can engage in contract extension/renewal process.

11.3. Termination for Convenience. Either party may terminate this Agreement without cause and at any time upon giving 30 days' prior written notice to the other party (each, a termination for "Convenience"). Such termination will be effective on the date stated in the notice.

11.4 The notice period for the team member change or dismissal should be 1 month from the date of such notification done by the email.

12. DEFINITIONS

For the purpose of this Agreement, the term "Confidential Information" shall collectively refer to all non-public information or material disclosed or provided by one party to the other, either orally or in writing, or obtained by the recipient party from a third party or any other source, concerning any aspect of the business or affairs of the other party or its "affiliates" (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934), including without limitation, any information or material pertaining to products, formulae, specifications, designs, processes, plans, policies, procedures, employees, work conditions, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents,

manufacturing, packaging, distribution, sales, marketing, expenses, financial statements and data, customer and supplier lists, raw materials, costs of goods and relationships with third parties. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the recipient party which contain, reflect or are based, in whole or in part, on the Confidential Information.

13. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

The Client:

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The Contractor:

Exoft LLC, the legal entity according to the legislation of Ukraine, registered address:
111A Shevchenka St., 6th floor, Lviv, 79039

BANK DETAILS:

BANK OF BENEFICIARY:

PJSC CB "PRIVATBANK", 1D HRUSHEVSKOHO STR., KYIV, 01001, UKRAINE

SWIFT: PBANUA2X

Company bank account 26001053717355

IBAN UA573253210000026001053717355

INTERMEDIARY BANK:

BANK OF NEW YORK MELLON, New York, USA

Correspondent bank account 890-0085-754

SWIFT: IRVTUS3N

1 Oleg Maykher
 CEO
 Exoft LLC
