

Service Agreement

Development of "O.JAPAN DDS Redelivery Improvement Service"

Contract Agreement no. 120824

Date: October 07, 2024

Vinaria Co., Ltd. in the Japan, Nunome 368-7, Toyama, Japan, 930-2233, represented by **Andrey Grigoriev**, Director, operating under the Statute, hereinafter referred to as "**Client**", on the one hand, and **RETROCONS S.R.L.**, fiscal code 1008600018075, represented by **Sergiu Gafton**, Director, acting under the Statutory Charter of RETROCONS S.R.L., hereinafter referred to as "**Contractor**" on the other hand, agreed to enter into the following Agreement on the following terms:

1. OBJECT OF THE AGREEMENT

- 1.1. The Contractor undertakes to provide the Client with the development services for the project "O.JAPAN DDS Redelivery Improvement Service", (hereinafter "Services"), as provided for in the stages of implementation of the Services, according to the Terms of Reference (Annex 1).
- 1.2. The Contractor is obliged to deliver Services in a professional manner, according to the Technical and financial offer submitted and highest ethical standards.

2. TERMS OF AGREEMENT

- 2.1 The Agreement is valid until 31.12.2024.
- 2.2. The term of this Agreement can be extended with the agreement of both Parties.

3. PAYMENT CONDITIONS

- 3.1. The Client agrees to pay for the Services to the Contractor the total sum of **109488,73 USD** (one hundred nine thousand four hundred eighty-eight dollars and seventy-three cents).
- 3.2. The payment will be made according by Annex no.1 and only after the acceptance of the report on the completion of the respective stage by the Project Manager from the Beneficiary. The report will contain all the information necessary to demonstrate, track and evaluate the volume and quality of services provided, with the annexation of the results produced.
- 3.2. Following the acceptance of the Act of delivery and acceptance by the Client, the Contractor will submit an invoice to the Client for each phase.
- 3.3. The payment is done in USD (US Dollars), by bank transfer, to the bank account provided by Contractor, at the rate of the Client's donor on the day of payment.
- 3.4. The payment will be done within max. 30 working days from the moment of receiving the invoice and only after the Act of acceptance was accepted by the Beneficiary.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 4.1. The Contractor is entitled to:
 - 4.1.1. Timely and integral pay for the services, in accordance with the clauses of this Agreement;
- 4.2. The Contractor is obliged:
 - 4.2.1. To fulfil conscientiously his/her obligations as stipulated by this Agreement;
 - 4.2.2. To carry out the duties with respect of quality, as stipulated by this Agreement;
 - 4.2.3. To respect the confidentiality of all the information provided in the process of rendering Services.
- 4.3. The Client is entitled to:
 - 4.3.1. To ask the Contractor to fulfil the obligations stipulated by the present Agreement;
 - 4.3.2. To control and to assess the Contractor according to the terms, quality and volume of the provided Services.
- 4.4. The Client is obliged:

- 4.4.1. To follow this Agreement and the legislation in force;
- 4.4.2. To pay the Services rendered by the Contractor on time and in full.

5. RESPONSIBILITIES OF PARTIES

- 5.1. The Parties are responsible for fulfilment of their obligations as stipulated by this Agreement.
- 5.2. In case when one of the Parties does not fulfil his obligations as stipulated by this Agreement, breaching Party will pay to the other Party all the damages suffered thereon.
- 5.3. The Client will not be responsible for the failure to fulfil obligations according to this Agreement, in case if the Contractor does not fulfil his obligations.
- 5.4. In case the Contractor divulges any information received from the Client, which is considered a commercial secret, the Contractor is responsible for the prejudice caused to the Client, according to the legislation of Japan.

6. FORCE MAJEURE

- 6.1. The parties are not responsible for the failure to fulfil the obligations as stipulated by the Agreement, if this is due to force majeure circumstances, including but not limited to military actions, blockades, earthquakes and actions of the state authorities.

7. ADDITIONAL CONDITIONS

- 7.1. This Agreement will come into effect as it is signed by the both Parties and will be effective until its termination, according to Article 2.1, 2.2 of this Agreement.
- 7.2. All the modification and amendments to this Agreement shall be an integral part of this Agreement.
- 7.3. All modifications to this Agreement will be valid only if they are done in written form and are signed by the authorized representatives of the both parties.

8. LITIGATIONS

- 8.1 In case when each of the parties starts a legal action to solve any of the litigations appeared between the parties, related to this Agreement, these litigations will be solved in competent courts of the Republic of Moldova, according to the legislation in force.

9. FINAL PROVISIONS

- 9.1. No stipulation of this Agreement can serve as an object of any Contract of Transfer.
- 9.2. This agreement is executed in English in 2 (two) copies, each of them having equal legal power, one for the Client, and one for the Contractor.

SIGNED ON: October 07, 2024

SIGNED ON: October 07, 2024


CLIENT

VINARIA CO., LTD.

Company Address:

Nunome 368-7, Toyama, Japan, 930-2233

Tel: +81-76-456-7603


Dorin Gutu
Director


CONTRACTOR

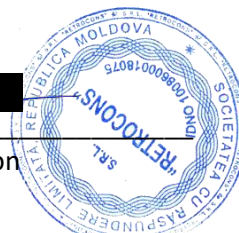
RETROCONS S.R.L.

Company Address:

Bucuriei 1, Chişinău, Moldova

Tel: +37369112300


Sergiu Gafton
Director



Avertizare privind protecția datelor cu caracter personal: În conformitate cu Legea nr. 133 din 08.07.2011 privind protecția datelor cu caracter personal, în special art. 4 alin. (1) lit. c), art. 29 alin. (1), art. 30 alin. (1) și art. 31 alin. (1), semnăturile și alte elemente care pot permite identificarea persoanelor fizice au fost hașurate/depersonalizate în copiile prezentate, pentru limitarea prelucrării datelor la ceea ce este adecvat, pertinent și neexcesiv, precum și pentru asigurarea confidențialității și securității datelor. Contractele integrale care conțin semnături vor fi prezentate doar la cerere, către persoanele sau autoritățile îndreptățite, în condițiile legii.

Annex 1 of Service Agreement
Development of “O.JAPAN DDS Redelivery Improvement Service”
Work Scope and Budget

Project Planning

1. Project Planning

- Define project scope, goals, resources, and timeline
- Assign roles and responsibilities
- Risk assessment and mitigation plans

System Design

2. System Architecture

- Define system architecture, tech stack, and frameworks
- Design database schema
- Create system component layout
- Plan for scalability and performance optimization

3. Web Design Upgrade

- Assess existing design
- Work on visual improvements (UI/UX design)
- Collect stakeholder feedback
- Finalize design mockups

Development

4. Contents Management System Upgrade + Dashboard UI Development

- Review current CMS
- Develop new features or optimizations
- Test and integrate CMS changes

5. Frontend Development

- Develop the frontend layout based on design
- Ensure responsive design for various devices
- Implement navigation, forms, and widgets
- Integrate frontend with backend components

6. Backend Development

- Set up backend environment and structure
- Implement business logic, data models, and services
- Integrate backend with database and frontend

7. Database Development

- Create database schema and structure
- Implement stored procedures, triggers, and indexes
- Ensure proper security and data integrity

8. API Integration and Barcode Scanner Functionality

- Develop and document APIs for frontend and third-party integration
- Ensure proper authentication and data validation
- Integrate external APIs as required
- Integrate barcode scanning capability into the system

- Ensure compatibility with different scanners and devices

9. Email Functionality

- Implement email services (for notifications, communication)
- Ensure email templates are designed and integrated
- Test email functionality for delivery and error handling

Security Setup

10. Security Setup

- Implement data encryption, both at rest and in transit
- Set up role-based access control
- Conduct vulnerability assessment and apply patches

Server and Deployment

11. DevOps Server Management

- Set up staging and production environments
- Automate deployment pipelines (CI/CD)
- Configure monitoring and logging services
- Ensure proper server scaling and maintenance

Testing and Quality Assurance

12. Testing and Quality Assurance

- Write and execute test cases (unit, integration, system)
- Perform load and stress testing
- Bug tracking and fixing
- Conduct user acceptance testing (UAT)

Finalization

13. System Documentation

- Document system architecture, code, and database schema
- Provide API documentation
- Create user manuals and deployment guides

Total project cost USD: **109488,73**

(one hundred nine thousand four hundred eighty-eight dollars and seventy-three cents)