

SERVICE CONTRACT

mun. of Chişinău

„2” February 2022

Parties:

Gints Vins, acting as individual, hereinafter referred to as "**Beneficiary**", for one part, and

KitLab SRL, IDNO 1014600020707, based in mun. Chisinau, MD-2022, 30/2 Drumul Viilor str., ap 46 in the person of Mrs. Ana Chirita, administrator, acting pursuant to the Company's Charter, hereinafter referred to as „**Provider**", for the other part,

concluded the present Purchase Contract (hereinafter referred to as „**Contract**") on the following:

:

1. DEFINITIONS

The concepts below are defined and used throughout the text of the Contract as follows:

- a) **Work theme** - description of objectives and services to be rendered by the Provider to the Beneficiary;
- b) **Certificate of acceptance** - the document prepared in accordance with the relevant legislation, certifying that the Provider has fulfilled his obligations under the Contract and execution documentation, while assuming responsibility for the work, performed under the law;
- c) **Estimate** - a document containing an anticipatory and detailed assessment of the necessary expenditure and services;
- d) **Execution Schedule** - document describing the process of provision of services and contains deadlines for work phases (intermediate terms);

2. PURPOSE OF THE CONTRACT

2.1. Through this Contract, the Provider takes on the obligation to provide the services, indicated in the Annex no. 1, and the Beneficiary takes on the obligation to pay the retribution provided in the pt. 3.1.

3. THE VALUE OF THE CONTRACT

- 3.1. The total price of the work specified in pt. 2.1 is 1000 EUR.
- 3.2. The price includes all costs related to full completion, in time and without vices of the the provision of services under this Contract, and the expressly unforeseen works and benefits, but necessary, usually for the execution of this Contract.
- 3.3. The amount indicated in pt. 3.1 includes the price of works, materials and purchased services or goods by the Provider for the execution of this Contract.
- 3.4. The Beneficiary will pay the price in the following installments:
 - b) 100% - within 7 (seven) days from signing the Certificate of acceptance under pt. 9.
- 3.5. Each installment will be transferred to the bank account of the Provider, indicated by the latter.

4. EXECUTION OF THE CONTRACT

- 4.1. This Contrat shall enter into force upon signature by the Parties.
- 4.2. The Provider will initiate the provision of services under this Contract within 2 calendar days after signing the Contract, with immediate written notification of the Beneficiary about it.
- 4.3. Thhe execution of works under this Contract will be completed by February 28, 2022, according to the Execution schedule.
- 4.4. The works shall be final at the signing of the Certificate of acceptance without objection.

- 4.5. The term of execution of works can be changed only by mutual agreement of the Parties.
- 4.6. In case of occurrence of circumstances, which can, objectively, result in slowing or cessation of service provision, the Provider shall immediately notify the Beneficiary about this, compiling and presenting for approval a report on extending the deadline for implementing this Contract. The period of execution of this Contract shall be deemed extended if the Provider shall sign the minutes of proceedings.

5. OBLIGATIONS OF THE PARTIES

- 5.1. The Provider takes on the obligation:
- a) to provide the services with his own forces, with the prudence and diligence of a good professional, respecting the legislation in the field and the Execution Schedule set;
 - b) to ensure the guarantee of the provided services;
 - c) to submit to the Beneficiary, upon request, written reports on the progress of works;
 - d) to ensure appropriate quality level through an own quality system, designed and developed by his own staff;
 - e) to respect the confidentiality of the information to his attention in connection with the execution of this Contract;
- 5.2. The Beneficiary takes on the obligation:
- a) to pass on to the Beneficiary, within the agreed term, the documents, related to the provision of services under this Contract;
 - b) to pay the Provider's remuneration, stipulated in pt. 3.

6. CONFIDENTIALITY

All the information provided by the Parties for the conclusion or execution of this Contract shall be kept strictly confidential and will not be used or disclosed to third parties without prior written consent of the Party to whom the information belongs.

- 6.2. Parties must treat all the clauses of this Contract as confidential. Neither party has the right to use for any purpose these information without the prior written consent of the other Party, unless such actions are necessary for the execution of the Contract and will not disclose such information to employees or to third parties, except for employees who need to know them by virtue of their activities, provided that they have previously committed to keep confidential the information and use it only for the purpose for which it was disclosed.
- 6.3. The Party that violates the confidentiality clause shall indemnify the opposite Party for the damage caused thereby.
- 6.4. The Parties shall be released from liability for disclosure of information relating to the Contract if:
- a) the information was known to the Party before it was received from the other Party; or
 - b) the information was disclosed after the written consent of the other Party for such disclosure; or
 - c) the party was legally obliged to disclose the information.
- 6.5. The confidentiality obligation will survive for an indefinite period of time after the termination of the Contract.

7. SUBCONTRACTORS

- 7.1. The Provider will execute this Contract personally. Subcontracting of other persons is permitted with the prior written consent of the Beneficiary. The Beneficiary has the right to examine the contracts to be concluded with third parties for the execution of this Contract, before expressing his consent for their conclusion.
- 7.2. Breach of the obligation, provided in pt. 7.1 grants the Beneficiary the right to unilateral termination of this Contract and refunding of amounts already paid.
- 7.3. The Provider is liable to the Beneficiary for the services provided by the subcontractors for the purpose of execution of this Contract.

8. INTELLECTUAL PROPERTY

- 8.1. The Provider forwards to the Beneficiary all intellectual property rights on the results of his activity, which make up the subject of this Contract, beginning with the moment of their conception.
- 8.2. The Provider ensures that at the provision of services and at the use of his activity results, there will be not violated any intellectual property rights of others, leading to claims against the Beneficiary.
- 8.3. The retribution for preparing the documentation provided at pt. 9.1. is included in the price provided for in pt. 3.1.

9. RECEIPT OF WORKS

- 9.1. The receipt of works will be carried out in strict accordance with the regulations in the field.
- 9.2. Upon completion of service delivery, the Provider will notify the Beneficiary in writing that the conditions for full receipt of results of his activity under this Contract are fulfilled.
- 9.3. The Parties shall complete the delivery of services through a Certificate of acceptance. The Certificate of acceptance will be signed by authorized representatives of the Parties and, in cases stipulated by the legislation in the field, by other responsible persons.
- 9.4. In case of finding defects or deviations from the requirements of this Contract or related legislation, the latters and the deadlines for their remediation will be recorded in the Certificate of acceptance. In this case, the payment of the last installment of the price is delayed up to the signing of the final Certificate of acceptance, once the defects and deviations have been remedied.

10. LIABILITY OF THE PARTIES. SETTLEMENT OF DISPUTES

- 10.1. For failure of respecting the terms indicated in the Contract, including failure of executing the works under this Contract within the set period, the Provider shall pay a penalty, amounting to 0.1% of the unrealized commitment amount for each day of delay. Payment of the penalty does not exempt the Provider from performance of his obligations.
- 11.1 All disputes that appeared during the execution by the Parties of the obligations under the Contract shall be settled amicably through negotiations. If it is impossible to settle amicably, the disputes are settled in the competent court under the law of the Republic of Moldova.

11. FORCE MAJEURE

- 1.1. Non-execution of the obligation is not attributable to the Party if it is due to a force majeure, if the occurrence or its effects could not be known by the Party at the signing of the Agreement, or if the Party could not prevent or eliminate the occurrence of force majeure or its consequences.
- 1.2. In case of occurrence of force majeure, the events specified in pt. 12.1 will be confirmed by the document issued by the Chamber of Commerce and Industry of the Republic of Moldova, according to their own instructions and regulations.
- 1.3. In case of occurrence of force majeure, the period of execution of contractual obligations by the Party subject to Force Majeure effect, shall be suspended during the action thereof and its consequences only if the other Party has been notified in writing about the occurrence of force major within 3 days after the event started.
- 11.1. If the force majeure lasts more than two months or it becomes evident that these events and / or their consequences will overcome this period, the Parties will negotiate the conditions for executing this Agreement. In case of failure of an amicable settlement, either Party shall have the right to unilaterally waive the execution of contractual obligations and terminate this Agreement.

12. AMENDMENT AND TERMINATION OF THE CONTRACT

- 12.1. This Contract may be amended in writing upon the agreement of both Parties. The changes will be made by signing an additional agreement, which becomes part of this Contract upon signature by both Parties.

12.2. The Provider takes on the risk of changing the circumstances which led to the conclusion of the Contract and waives hereby the right to invoke the modification of circumstances, correspondingly the right to demand a higher fee due to the increase of the market value, raising its costs, fluctuations in the exchange rate of national currency or changes of market conditions for financing, etc.

12.3. The Beneficiary may terminate this Contract unilaterally by statement to the Provider, in case if the latter admits breach of contractual obligations or in other cases provided by the law. The Provider may terminate this Contract unilaterally by statement to the Beneficiary, in cases provided by law.

12.1. The party invoking a cause for termination of this Contract shall notify the other Party, at least 3 (three) days before the date on which termination will have effect

13. FINAL PROVISIONS

1.4. This Contract, together with its annexes, represents the Parties' will and cancels any verbal agreement between them, before and after its conclusion.

1.5. This Contract is governed by the laws of the Republic of Moldova.

1.6. All notices, letters, petitions and other communications, made in connection with this Contract shall be made in writing in Romanian and transmitted to the Party, to which is addressed, by registered letter with acknowledgment of receipt, at the addresses indicated in this Contract. Communications between Parties can be made also by phone, telegram, telex, fax or e-mail, provided written confirmation of the receipt of communication.

1.7. In this Contract:

- words in the singular shall include the plural and vice versa, and
- reference to certain points or annexes will be considered as reference to points or relevant annexes of this Contract.

13.1. The contract is drawn up in two original copies, in the Romanian language, one for each Party, with the same legal value. By signing, the Parties are certifying that they are in possession of a copy

14. SIGNATURES OF THE PARTIES

PROVIDER:

KITLAB SRL

Drumul Viilor 30/2, ap 46

MD53AG000000022512327563

Administrator,

Ana Chirița / _____ /

BENEFICIARY:

[_____]

Administrator,

[_____] / _____ /

Annex nr 1

To the Agreement nr 1 from „2” February 2022

List of Services:

Description of Services	Deliverable
Assistance provided towards establishment of minimum 8 meetings with Financial Institutions and MicroFinancing companies from Moldova	List of contacts
Preparation of the agenda in Chisinau during February 7-11, 2022	Agenda Confirmation of the meetings
Preliminary scouting of personnel according to Beneficiary solicitation	CVs

PROVIDER:

KITLAB SRL

Drumul Viilor 30/2, ap 46

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BENEFICIARY:

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Administrator,

Ana Chirița / _____ /

Administrator,

[] / _____ /