

Adhesion Date: 02/09/2023

Contract No.: 2144

CONTRACTORS TERMS OF SERVICE

Fourdev Software Limited, a company registered in Cyprus with the address: 121 Prodromou Ave. 1st Floor, Hadjikyriakion Bldg 1, Strovolos, 2064, Nicosia, Cyprus (the "**Company**"), and

Name: Mikhail Guschin

Address: ul. Parkhomenko, d. 58, korp. 2, kv. 312, Taganrog, Russia

Tax No. 235702266189

country: RU

(the "**Contractor**" or "**you**"),
hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**",
agreed on the following Terms of Services (the "**Terms**").

The text of these Terms is available at <https://www.4dev.com/contractors-terms-of-service>.

These Terms may be changed from time to time by the Company by publishing the new version of the Terms on the Website. The Company shall notify the Contractor of the prospective change 7 days in advance by email tied to the Contractor's account. The notice may be shorter in case the revisions are required to ensure compliance of the Terms with law, the new case law or guidelines and practices of the enforcing authorities and agencies. The revised version of the Terms shall be effective starting from the date of entry into force stated in such version, and if not stated, from the date of its publication on the Website. The Contractor's continued use of the Platform when the revised Terms have entered into force shall be considered as the Contractor's consent to the revised Terms. If the Contractor disagrees with any of the revisions, he/she may stop using the Platform and request that his/her account be closed. The Company shall rely on the Contractor's continued use of the Platform as on a consent with the Terms currently in force. Each new version of the Terms shall apply to the relations of the Parties that had existed before the date of publication of the respective version of the Terms and shall thus substitute the previous terms governing their relations from date and time of the acceptance of the Terms by the Contractor upon registration on the Platform (unless otherwise expressly provided for in a particular version of the Terms). The date and time of acceptance of the Terms at registration are determined based on the data recorded by the Platform.

RECITALS

WHEREAS:

- A. the Company operates the online platform available at: <https://app.4dev.com> that allows its clients (the "**Clients**") to place orders for services, simplifies document flow between the Clients and skilled professionals performing their orders (the "**Platform**"), and
 - B. the Contractor is interested in delivering the professional services to the Clients, and
 - C. the Company has the capacity to find and onboard the Clients, and wishes to retain the services of the Contractors for completing the Clients' tasks in consideration of a remuneration payable to the Contractor,
- the Parties have agreed on the following terms and conditions.

1. MAIN CONDITIONS

1.1. Services

The services to be delivered by the Contractor(s) to the Company (the "**Services**") shall be defined in a Task. The list of the Services is provided in Schedule 1 to this Agreement, available at <https://app.4dev.com/task-catalog>.

1.2. Task

1.2.1. A Task means the scope of work, its terms and conditions filled in and submitted by the Client via the Client's account at the Platform (the "**Task**").

1.2.2. The Contractor may (but is not obliged) to accept any Task.

1.2.3. Once the Contractor accepts the Task, it becomes binding for the Contractor and the Company.

The Contractor acknowledges that when setting a Task the Client cannot infringe upon the rights of third parties or violate any applicable laws and legal obligations of any party, the Task must be clear, exhaustive, and objectively achievable both generally and with the view to the information and materials that are provided, and the Company has a right to repudiate (cancel) a Task that violates these requirements (a "**faulty task**") when discovered it even if the Task is accepted by the Contractor, and no obligations regarding the performance of works/services, payment, intellectual property rights assignment, or any other obligations shall exist pursuant to such Task, except for each party returning whatever has been received under the Task. The Contractor agrees to refrain from accepting such Tasks.

1.2.4. The Contractor shall be responsible for the direct communication with the Client before and within the Task period, as well as for performing the Services under the Task.

1.3. **Fee**

1.3.1. The Contractor's Fee for a Task (the "**Fee**") is equal to the task budget which is:

1.3.1.1. proposed by the Client for this Task and accepted by the Contractor on behalf of the Company, or

1.3.1.2. proposed by the Contractor and accepted by the Client.

1.3.2. Once the Contractor has accepted the Task, the Fee amount shall be automatically reserved by the Company (the "**Reserved Amount**"). The Reserved Amount may not be paid to the Contractor or returned to the Client except in accordance with the Reserved Amount Release (clause 1.4) or clause 1.2.3.

1.4. **Reserved Amount Release**

1.4.1. The Reserved Amount shall be released to the Contractor and/or the Client depending on whoever may be entitled to its receipt, at the Task Completion Date (clause 3.7).

1.4.2. The amounts released to the Contractor shall accrue on the Contractor's account on the Platform as accounts payable and shall be paid out to the Contractor upon his/her request.

Payments may be made through payment providers and other third parties upon discretion of the Company.

1.4.3. Any bank/transaction fees or disbursements imposed by the Company's bank and payment service providers related to one payout per month (other than SWIFT transfers) shall be paid by the Company. For more than one payout per month, such fees or disbursements shall be borne by the Contractor. SWIFT transfers are carried out with SHA instructions. Additionally, any fees or disbursements imposed by correspondent banks, as well as the Contractor's banks and payment institutions, will be deducted out of the amount released to the Contractor.

2. **TASK, CHANGES, AND ACCEPTANCE**

2.1. If the Contractor receives any objections, comments, or questions from the Client or the Company regarding a Task, he/she shall address them promptly and provide them with clear responses.

2.2. If the Contractor accepts the Task via the Platform, it is deemed that the Contractor accepted the Task "as is" with all the terms of the Task. In order to make amendments to the Task the Contractor shall communicate with the Client, so that the Client changes the terms of the Task. The Company shall keep records of the Task, including its acceptance date.

2.3. The Client may change the Task anytime until it is accepted by the Contractor. After acceptance, changes may only be made with the consent of the Contractor. The amended Task substitutes the previous Task for the Client, the Company, and the Contractor.

2.4. The Contractor may reject the amended Task.

2.5. The Client and the Contractor may repudiate the Task without explanation before the date of its completion if such date is specified in the Task, or at any time before completion of the Task if such date is not specified.

2.6. If anything specified in clauses 2.4, 2.5 occurs, the Client and the Contractor will negotiate the Fee amount due to the Contractor as well as other Task issues. If they do not agree on these issues, the dispute shall be resolved via the Arbitration (section 4).

3. **SERVICES DELIVERY AND TASK COMPLETION**

3.1. The Contractor shall provide the Services personally and shall neither engage other contractors for the Services, nor assign his/her responsibilities under the Task to third parties unless otherwise agreed by the Client, the Company, and the Contractor in writing (including on the Platform). Any attempt to do so without such consent shall be void. If the Client grants its consent for third parties' engagement/assignment, the Company's consent shall be considered to be granted automatically.

3.2. The Contractor shall communicate and discuss all issues arising during the work on the Task directly with the Client who placed the Task. The Company shall be entitled to join such communication and negotiations any time at its own discretion, and the Contractor shall provide it with the access to the respective group chats, email correspondence or other communication channels.

3.3. The Services results (the "**Deliverables**") (including software programs in object or source code, designs, architecture, drawings, content, texts etc.) may be delivered by the methods and via the resources specified in the Task. If the resources utilized are beyond control/access of the Company, the Contractor shall, within 5 days following the Company's request, upload the screenshots (or other proofs that the Deliverables have been sent to the Client) to the Contractor's account on the Platform. The Deliverables shall also include the results of any work performed in accordance with the Task before its amendment (clause 2.3).

3.4. The Client will review the Deliverables received after the Contractor completes the Task at the Platform (by clicking "Submit" or other similar action in the Platform user interface) (the "**Task Submission**") and either accept the Deliverables or submit its refusal and list the deficiencies revealed within 5 Business Days (the "**Review Period**") as of the Task Submission date.

3.5. If the Client submits refusal, a new Review Period shall commence upon the completion and delivery of the rectified Deliverables by the Contractor as provided for in clause 3.4.

3.6. The Client will be entitled to reject the Deliverables in full if the deficiencies cannot be rectified by the Contractor in a reasonable time requested by the Client. If so, the Client and the Contractor shall agree upon the Fee amount to be paid to the Contractor. If they do not agree on it, the dispute shall be resolved via the Arbitration (section 4).

3.7. The Task shall be deemed completed ("**Task Completion**") on a day (the "**Task Completion Date**") when:

3.7.1. the Client has accepted the Services and their Deliverables (rectified Deliverables) "as they are", by clicking an "Accept" button or similar action in the Platform user interface; or

3.7.2. the Review Period (clause 3.4) has expired provided that the Client has not submitted its refusal and the list of deficiencies; or

3.7.3. the Contractor and the Client have completed the Task and mutually agreed upon the Fee payment (see clauses 2.4-2.6, 3.6); or

3.7.4. the dispute between the Contractor and the Client is resolved via the Arbitration (section 4);

3.7.5. the final resolution of the competent court becomes enforceable if a dispute between the Contractor and the Client is not resolved via the Arbitration; or

3.7.6. the Client overrides Task Submission and accepts the Deliverables on the Company's behalf before the Due Date and submission of the Deliverables by the Contractor, provided, however, that such an override does not release the Contractor from its obligation to fulfill the task.

3.8. The Platform automatically generates and makes available on the Contractor's account a reference report(-s) of the Services delivered and accepted per each Task and acceptance certificates for each Task that is Completed (clause 3.7), and the Contractor authorizes generation of such reports and certificates on his/her behalf. The report and certificate shall become available for the Contractor no later than 10 days after the Task Completion Date (clause 3.7). The reference reports and acceptance certificates issued in the Contractor's name are deemed to be signed by the Contractor and may be relied upon by the Company and the Client. The Contractor shall, upon written request of the Company, sign and deliver to the Company a copy of such report or certificate.

4. **ARBITRATION**

4.1. "**Arbitration**" is the procedure of the pre-trial resolution of a dispute between the Client and the Contractor.

4.2. To commence the Arbitration, the Client or the Contractor need to contact the Company's support team, state their claims and enclose all documents and information as may be necessary for the dispute consideration (except when they are already in possession of the Company).

4.3. Having received the claim, the Company will notify and engage the defendant party to the Arbitration.

4.4. Any resolution passed at the Arbitration shall be binding for the Client and the Contractor only if both of them have expressed their consent to be bound by it. The Company shall immediately release the Reserved Amount in favor of the Client and/or the Contractor depending on the resolution.

4.5. The Arbitration shall not exceed one month after the claim filing. If the Client and the Contractor cannot reach the amicable solution within this period, any of them shall be entitled to bring the dispute to the competent court (clause 12.7).

5. **INVOICING AND TAXES**

5.1. Upon the Task Completion Date (clause 3.7) the Contractor shall generate and send via the Platform an invoice to the Company. The Contractor hereby authorizes automatic generation of invoices on the Platform on the Contractor's behalf. The invoice shall include the name and address of the Company, as well as confirmation of assignment of Intellectual Property Rights to the Deliverables (clause 7) to the Company.

The Company shall have a right to request the Contractor to provide additional documents and/or make corrections to the invoices, for example, in case of VAT application.

5.2. The Contractor shall enter and/or confirm his payment details in the Contractor's account section of the Website when prompted. The Company reserves the right not to make a due payment to the Contractor until such confirmation. The Contractor shall be responsible for accuracy of the payment details.

5.3. After reaching US\$ 1000 or its equivalent in Fees the Contractor shall undergo the KYC procedure and provide documents and information requested by the Company (including, without limitation, documents required to verify the Contractor's identity, proof of address, bank account statements for up to 6 months preceding the request, and any other documents that the Company, in its sole discretion, may consider necessary) in order to continue using the Platform. The Company reserves the right to request any of the above documents or information from time to time as long as cooperation between the Company and the Contractor continues. If the Tasks completed by the Contractor are denominated in currency other than USD, the amount of the Fees for the purposes of this clause shall be calculated according to the exchange rates on the dates of accrual. The Company may retain any amounts payable to the Contractor until the KYC procedures are successfully completed to the satisfaction of the Company.

5.4. The Contractor shall be solely liable for accounting and payment of any and all taxes, charges (including the social security contributions), and similar amounts accrued on his/her income (the "**Contractor's Taxes**").

5.5. If the Company, for any reason, becomes liable for withholding and payment of the Contractor's Taxes, it shall be entitled to withhold any amount due from the Fee. If the Company receives any official demand for payment of the Contractor's Taxes after the Fee has been paid in full, the Contractor shall promptly reimburse to the Company an amount fully covering the amount of the taxes due to be paid.

6. LOGGING OF ACTIVITIES AND PERSONAL DATA

6.1. The Company tracks and logs all activities of the Contractor on the Platform, including the acceptance of the Tasks, uploading the Deliverables, and the communications with the Client(-s).

6.2. To ensure executing of and performance under these Terms, communication between the Client and the Contractor before and while working on the Task, the Company will collect, store, transfer to the Clients or otherwise process the Contractor's personal data: last name, first name, patronymic (if applicable), job title, age (to determine the legal capacity), education, skills and relevant experience (place(-s) of employment, etc.) as indicated by the Contractor in his/her account on the Platform; telephone number, e-mail addresses, details of social media and messengers accounts, correspondence with individuals when the Contractor communicates with the Client(-s), including pictures and images, audio containing the voice, videos, audio recordings. To pay the Fee, the Company will request and use the Contractor's banking details.

6.3. The rules and terms of processing of the personal data are set out in the Privacy Policy available at <https://www.4dev.com/privacy-policy>.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. "**Intellectual Property Rights**" shall mean intellectual property rights to the Deliverables, i.e. (i) copyrights and related rights, inventions (whether patentable or not), patents, trademarks, get up or logos, trade names, service marks, business names (including without limitation internet domain names), design rights, database rights, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how and trade secrets) in each case whether registered or unregistered, (ii) applications for registration, the right to apply for registration for any of the same, and any renewals, reissues, extensions, continuations or divisions thereof, (iii) rights to use such assets listed in (i) and (ii) under licenses, consents, orders, statutes or otherwise and (iv) all other intellectual property rights and equivalent or similar forms of protection now or hereafter subsisting anywhere in the world.

7.2. The Client will retain any and all Intellectual Property Rights to the information that have been disclosed to the Contractor for the purposes of rendering the Services.

7.3. If the Client provides the Contractor with any intellectual property or information to be used in the course of the Services, then the Contractor may use this intellectual property or information only for and in the course of the Services. The Contractor cannot sublicense or assign his/her right to use this intellectual property or information and cannot disclose it to any third party.

The Contractor shall, at the Company's or the Client's choice, return or destroy the copies of the Client's intellectual property after the Task Completion Date.

7.4. The Contractor shall not, without prior written consent of the Client, apply any ready-made code (including open source), libraries, frameworks or their parts, other solutions or content owned by third parties. If the Client grants the Contractor its consent for the use of a range of third-party components (e.g., libraries licensed under permissive open source licenses), then the Contractor shall submit a list of such third-party components used and publication sources.

7.5. The Contractor assigns the Intellectual Property Rights to the Deliverables to the Client immediately when the Deliverables are created (if the Deliverables are capable of protection). If, according to the applicable law, assignment of Intellectual Property Rights requires completion of certain formalities, the Contractor shall complete these formalities promptly at the Company's request made on behalf of the Client. The Parties agree that Intellectual Property Rights to the Deliverables that have actually been delivered to the Client at Task Completion (pursuant to the procedure set forth in these Terms for acceptance of the Services -- Task Completion) shall be assigned directly to the Client, and remuneration for the Intellectual Property Rights paid by the Company on behalf of the Client shall be included into the Fees as 15% of each respective Fee / as provided for in the Task, unless the Parties have chosen not to transfer the Intellectual Property Rights using the applicable Platform user interface or respective indication in the Task description.

7.5.1. This clause 7.5.1 applies if the Contractor is an individual and has not engaged any subcontractors or employees for provision of the Services. To the fullest extent permissible, the Contractor waives any moral rights he/she might have as an author of any of the Deliverables; if, according to the applicable law, a waiver of an author's moral right is invalid, void or unenforceable, then the Contractor grants to the Company and the Client his/her consent for the use of any of the Deliverables without crediting the Contractor as its author, their alteration, inclusion in complex works, further assignment of Intellectual Property Rights to the Deliverables, and publication.

7.5.2. This clause 7.5.2 applies if the Contractor is an entity or if the Contractor engaged any subcontractors or employees for provision of the Services. The Contractor warrants that the authors of the Deliverables have granted their consents to:

- (i) use of the Deliverables without crediting them as the authors,
- (ii) publication of the Deliverables,
- (iii) incorporation of the Deliverables into other intellectual property,
- (iv) any changes to the Deliverables and their modification (including creation of derivative works),

and these consents are not revoked on the Task Completion Date.

7.6. The assignment of Intellectual Property Rights may be confirmed by issuance (generation) of a certificate of acceptance with the list of the completed Deliverables, which is a right but not an obligation of the Parties (see 3.8).

8. CONFIDENTIALITY

8.1. Each Party shall treat as confidential (as set forth herein) all and any information that has been developed or became known to it in the course of performing its obligations under these Terms, including the information received from Clients under a specific Task (the "**Confidential Information**").

Each Party shall not use such Confidential Information except as contemplated herein or otherwise authorized in writing. Each party shall implement reasonable procedures to prohibit the unauthorized disclosure or misuse of the Confidential Information and shall not intentionally disclose the Confidential Information to any third party except for the purpose of performing its obligations under these Terms, and subject to confidentiality obligations similar to those set forth herein. Each Party shall use at least the same procedures and degree of care that it uses to prevent disclosure of its own confidential information to prevent disclosure of the Confidential Information.

8.2. Notwithstanding the above, neither party shall have liability to another with regard to any Confidential Information: (i) which was publicly available at the time it was disclosed or becomes publicly available through no fault of the Party which received the Confidential Information (the "**Recipient**"); (ii) was known to the Recipient, without similar confidentiality restriction, at the time of disclosure; (iii) was independently developed by the Recipient without any use of Confidential Information as evidenced by records; or (iv) becomes known to the Recipient without similar confidentiality restriction from a source other than the Party which discloses the

Confidential Information (the "**Disclosing Party**"). In addition, each Party shall be entitled to disclose the Confidential Information to the extent required by any order or requirement of a court, administrative agency, or other governmental body provided that the Recipient provides the Disclosing Party prompt advance notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

8.3. This section 8 applies unless otherwise stated in a separate non-disclosure agreement contemplated by the Parties.

9. INDEMNITY AND COMPANY'S LIABILITY

9.1. In addition to any other remedies available to the Company, the Contractor shall indemnify the Indemnified Parties against any aggregate of losses and Litigation Expenses (clause 9.2) (together the "**Indemnifiable Losses**") arising out of any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding brought by a Client, authorities or any third party in connection with the Deliverables created or transferred (assigned, licensed, etc.) under a Task and/or performance of a Task, whether by the Contractor, including its employees, or its sub-contractors ("**Non-Party Claim**"), except if the Indemnified Party caused those Indemnifiable Losses by gross negligence or intent.

9.2. The "**Litigation Expenses**" shall mean any out-of-pocket expense incurred in defending a Non-Party Claim or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

9.3. To be entitled to indemnification under clause 9.1, the Indemnified Party subject to a Non-Party Claim must no later than 10 days after it first knew of that Non-Party Claim notify the Contractor of that Non-Party Claim and deliver to the Contractor a copy of all legal pleadings with respect to the Non-Party Claim. If the Indemnified Party fails to timely notify the Contractor of a Non-Party Claim, the Contractor will be relieved of its indemnification obligations with respect to that Non-Party Claim to the extent that the Contractor was prejudiced by that failure and the Contractor will not be required to reimburse the Indemnified Party for any Litigation Expenses the Indemnified Party incurred during the period in which the Indemnified Party failed to notify the Contractor.

9.4. To assume the defense of a Non-Party Claim, the Contractor must notify the Indemnified Party that he/she is doing so. Promptly thereafter, the Contractor shall retain the right to represent it in the Non-Party Claim an independent legal counsel that is reasonably acceptable to the Indemnified Party .

9.5. The Indemnified Party is entitled to participate in the defense of a Non-Party Claim. The Indemnified Party may defend a Non-Party Claim with counsel of its own choosing and without the Contractor participating if (1) the Contractor notifies the Indemnified Party that he/she does not wish to defend the Non-Party Claim, (2) by midnight at the end of the tenth day after the Indemnified Party notifies the Contractor of the Non-Party Claim if the Contractor doesn't notify the Indemnified Party that it wishes to defend the Non-Party Claim, or (3) representation of the Contractor and the Indemnified Party by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

9.6. The Contractor shall pay any Litigation Expenses that the Indemnified Party incurs in connection with the defense of the Non-Party Claim before the Contractor assumes the defense of that Non-Party Claim, except with respect to any period during which the Indemnified Party fails to timely notify the Contractor of that Non-Party Claim. The Contractor will not be liable for any Litigation Expenses that the Indemnified Party incurs in connection with defense of a Non-Party Claim after the Contractor assumes the defense of that Non-Party Claim, other than Litigation Expenses that the Indemnified Party incurs in employing counsel in accordance with clause 9.5, which Litigation Expenses the Contractor shall pay promptly as they are incurred.

9.7. After the Contractor assumes the defense of a Non-Party Claim, the Contractor may contest, pay, or settle the Non-Party Claim without the consent of the Indemnified Party only if that settlement (1) does not entail any admission on the part of the Indemnified Party that it violated any law or infringed the rights of any person, (2) has no effect on any other claim against the Indemnified Party, (3) provides as the claimant's sole relief monetary damages that are paid in full by the Contractor, and (4) requires that the claimant releases the Indemnified Party from all liability alleged in the Non-Party Claim.

9.8. To the maximum extent permitted by applicable law, the Company disclaims all liability and shall not be liable for any indirect, incidental, special, consequential or punitive losses or damages, as well as for lost profits or revenues, goodwill, work suspension, security breaches, viruses, computer failure or malfunction, use, data or other intangible losses or commercial damages, even if any of the parties are advised of the possibility of such losses, arising under or in connection with these Terms. This provision does not limit or exclude liability for death and personal injury. In

any case, the Company's liability shall be limited by 30% of the Fee (clause 1.3.1) for the year preceding the event which has given the rise to the Company's liability.

10. WARRANTIES AND GUARANTEES

10.1. The Company warrants and guarantees that:

10.1.1. the Company is a duly incorporated company, legally operating and being in good standing in accordance with the laws of the place of its incorporation with the full capability to enter into agreement on these Terms, and that upon execution and delivery of the acceptance, the Terms shall be deemed valid, binding and enforceable legal instrument upon the Company;

10.1.2. performance of these Terms by the Company shall not contradict or violate any provisions of the corporate documents and bylaws of the Company.

10.2. The Contractor warrants and guarantees that:

10.2.1. the Contractor has the full legal capacity to accept these Terms as an independent contractor, and that upon acceptance, these Terms shall be deemed valid, binding and enforceable legal instrument upon the Contractor;

10.2.2. if the Contractor is a company, the Contractor is a duly incorporated company, legally operating and being in good standing in accordance with the laws of the place of its incorporation, and performance of these Terms by it does not contradict or violate any provisions of its corporate documents and bylaws;

10.2.3. the Contractor will submit to the Company a confirmation of his/her tax status in accordance with the laws of the Contractor's jurisdiction, as may be requested by the Company;

10.2.4. if the Contractor is registered as an independent contractor (sole proprietor or similar) he/she will confirm his/her status to the Company once a year, and submit the proofs in accordance with the laws of the Contractor's jurisdiction;

10.2.5. the acceptance has been executed by the Contractor personally or by a duly authorised representative of the Contractor;

10.2.6. the Contractor will not infringe copyright, neighboring rights, patent, or any other rights of third parties upon performing these Terms;

10.2.7. the Contractor warrants and guarantees that the Contractor is not involved in the following restricted activities (hereinafter, Restricted Activities): <https://www.4dev.com/list-of-restricted-activities>

11. ELECTRONIC SIGNATURE

11.1. The login (user name) and password shall constitute the Contractor's Electronic Signature (the "**Electronic Signature**"). The Electronic Signature defined in this clause shall be a lawful equivalent of the Contractor's own signature.

11.2. The Contractor shall keep the Electronic Signature of any of its components in secrecy. He/she shall take all reasonable measures as may be necessary to prevent an unauthorized access to the Platform on his/her behalf.

11.3. If any individual or entity accesses the Platform using the Electronic Signature, such access shall be deemed the Contractor's authorized access unless he/she has proven otherwise. Any and all Contractor's activities on the Platform when he/she uses the Electronic Signature shall legally bind the Contractor.

12. OTHER TERMS

12.1. Term and Termination. The Agreement shall become effective upon the Adhesion Date and continue in full force and effect until terminated. Any Party may terminate that agreement by giving 14 days prior written notice to the other Party.

12.2. Notices and Communications. Any notices required or allowed hereunder shall be given via the Contractor's account in electronic form only, or via the email specified in Schedule 2 for the Company and in the Contractor's account for the Contractor.

12.3. Force Majeure. Neither party shall be responsible for a failure or delay of performance hereunder solely due to an acts of war, hostility or sabotage, acts of God, governmental acts or restrictions, revolutions, civil disturbances, riots, insurrections, epidemics, or any other events beyond the reasonable control of the obligated party (the "**Force Majeure Event**") provided, however, that such party (i) has not contributed to such Force Majeure Event; (ii) has exerted reasonable efforts to avoid such Force Majeure Event or to mitigate its effects; and (iii) continues to exert reasonable efforts to comply with these Terms. The party prevented from performing these Terms due to a Force Majeure Event shall promptly notify the other party of the occurrence of such Force Majeure Event specifying the details and the estimated duration thereof.

12.4. No partnership, employment or joint venture. These Terms shall not create a partnership, employer or employee, joint venture, or any other relationship except that of the client and contractor relations between the Company and the Contractor.

12.5. Entire Agreement. These Terms, along with the Schedules and Tasks referred to herein, shall constitute the entire agreement and understanding between the Company and the Contractor with respect to its subject matter and supersedes all prior understandings, agreements, representations and warranties, whether written or oral, with respect to such subject matter.

12.6. Survival. Sections 8 and 9 shall survive termination of the agreement between the parties and remain in full force and effect as follows:

12.6.1. section 8 – for 3 years as of the termination date;

12.6.2. section 9 – for the entire limitation period as may be applicable to these Terms.

12.7. Governing Law. These Terms shall be governed by and interpreted in accordance with the laws of the Republic of Cyprus, and the venue for any dispute or claim arising out of this Agreement shall be competent judicial authority in the Republic of Cyprus.

12.8 Assignment. The Contractor shall not assign any rights or delegate any duties under these Terms without the Company's prior written consent, and any attempt to do so without such consent shall be void. The Company shall be entitled to assign rights and delegate duties under the Agreement to a third party without the prior consent of or a notice to the Contractor.

12.9. Multiple Parties. If more than one person or entity is named as the Company herein, except as otherwise expressly provided herein, the obligations of the Company hereunder shall be the joint and several responsibility of all persons or entities named herein as such Company.

13. DEFINITIONS. INTERPRETATION

13.1. The following definitions shall apply to the terms set forth below wherever they appear:

13.1.1. **Agreement** means the agreement concluded between the Parties by acceptance of these terms by the Contractor.

13.1.2. **Arbitration** is defined in clause 4.1.

13.1.3. **Client** shall have the meaning defined in recital A.

13.1.4. **Company** shall have the entity indicated in Schedule 2.

13.1.5. **Confidential Information** shall have the meaning defined in clause 8.1.

13.1.6. **Business Day** shall mean any day other than a Saturday, a Sunday or a day on which banks in the Republic of Cyprus are required to be closed due to official holidays, the customary business practice or official prescriptions.

13.1.7. **Contractor's Taxes** shall have the meaning defined in clause 5.4.

13.1.8. **Deliverables** shall have the meaning defined in clause 3.3.

13.1.9. **Disclosing Party** shall have the meaning defined in clause 8.2.

13.1.10. **Adhesion Date** shall mean the date of acceptance of these Terms of Services in accordance with the preamble.

13.1.11. **Electronic Signature** shall have the meaning defined in clause 11.1.

13.1.12. **Fee** shall have the meaning defined in clause 1.3.1.

13.1.13. **Force Majeure Event** shall have the meaning defined in clause 12.3.

13.1.14. **Indemnifiable Losses** shall have the meaning defined in clause 9.1.

13.1.15. **Indemnified Parties** means the Company, their affiliate and agents, as well as the directors, officers, and employees of each of the above.

13.1.16. **Intellectual Property Rights** shall have the meaning defined in clause 7.1.

13.1.17. **Litigation Expenses** shall have the meaning defined in clause 9.2.

13.1.18. **Non-Party Claim** shall have the meaning defined in clause 9.1.

13.1.19. **Platform** shall have the meaning defined in recital A.

13.1.20. **Recipient** shall have the meaning defined in clause 8.2.

13.1.21. **Reserved Amount** is defined in clause 1.3.2

13.1.22. **Review Period** shall have the meaning defined in clause 3.4.

13.1.23. **Services** shall mean professional services of independent and temporary character described in clause 1.1.

13.1.24. **Task** shall have the meaning defined in clause 1.2.1.

13.1.25. **Task Completion** and **Task Completion Date** are defined in clause 3.7.

13.1.26. **Task Submission** has the meaning attributed to it in clause 3.4.

13.2. The headings contained in these Terms are for convenience of reference only, they do not form a part of these Terms, and shall not in any way affect the interpretation thereof.

13.3. References to clauses, sections, recitals and preamble shall mean references to clauses, sections, recitals and preamble of these Terms. Expression "including" and other similar expressions shall mean including, without limitations.

Schedule 1 – List of Services

<https://app.4dev.com/task-catalog>

SIGNATURES

FOURDEV SOFTWARE LIMITED
reg. No. HE411479,
121 Prodromou Ave.
1st Floor, Hadjikyriakion Bldg 1
Strovolos, 2064, Nicosia, Cyprus

Email: contact@4dev.com

Name: Mikhail Guschin

Address: ul. Parkhomenko, d. 58, korp. 2, kv. 312
Taganrog, Russia


Tax ID: 235702266189

Email: mguschin@gegi.co

DocuSigned by:

E0F5DEE527194F9...

Dmitrii Kochnev,
Director

Signed by:

1DA8747973DF4DA...

Mikhail Guschin

Certificate Of Completion

Envelope Id: 823628396538447AB1108FCFAB992C1F	Status: Completed
Subject: Complete with DocuSign: M. Guschin – 4dev.com Terms of Service for Contractors	
Source Envelope:	
Document Pages: 9	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Svetlana Poliak
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	R. Doutor Vasco Valente 30
	Porto, 4100-493
	sp@polyak.io
	IP Address: 89.153.113.92

Record Tracking

Status: Original	Holder: Svetlana Poliak	Location: DocuSign
September 23, 2024 13:02	sp@polyak.io	

Signer Events

Svetlana Polyak
 sp@polyak.io
 Legal
 Polyak and Partners
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature

Completed
 Using IP Address: 89.153.113.92

Timestamp

Sent: September 23, 2024 | 13:03
 Viewed: September 23, 2024 | 13:03
 Signed: September 23, 2024 | 13:04

Mikhail Guschin
 mguschin@gegi.co
 Security Level: Email, Account Authentication (None)

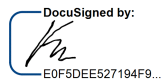


Signature Adoption: Drawn on Device
 Using IP Address: 188.170.169.68
 Signed using mobile

Sent: September 23, 2024 | 13:04
 Viewed: September 23, 2024 | 13:06
 Signed: September 25, 2024 | 16:18

Electronic Record and Signature Disclosure:
 Accepted: September 23, 2024 | 13:06
 ID: 63a619dd-ff6f-4229-bd2b-ad213076a1d3

Dmitrii Kochnev
 d@4dev.com
 Security Level: Email, Account Authentication (None)



Signature Adoption: Drawn on Device
 Using IP Address: 94.46.239.47
 Signed using mobile

Sent: September 25, 2024 | 16:18
 Resent: September 30, 2024 | 14:27
 Resent: October 4, 2024 | 08:55
 Resent: October 7, 2024 | 13:38
 Viewed: October 7, 2024 | 14:11
 Signed: October 7, 2024 | 14:18

Electronic Record and Signature Disclosure:
 Accepted: October 7, 2024 | 14:11
 ID: f9a5db52-c2c1-4e62-be93-827faed8ca43

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events**Status****Timestamp**

Valeria Kuznetsova

lera@4dev.com

Security Level: Email, Account Authentication
(None)**COPIED**

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

September 23, 2024 | 13:03

Certified Delivered

Security Checked

October 7, 2024 | 14:11

Signing Complete

Security Checked

October 7, 2024 | 14:18

Completed

Security Checked

October 7, 2024 | 14:18

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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All notices and disclosures will be sent to you electronically

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sp@polyak.io and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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