

SUBCONTRACT (CONTRACT-OFFER)
for the provision of works and services

UAB “Pay assistant” a corporate entity duly organized and existing under the laws of Lithuania, hereinafter referred to as the “**Contractor**”, represented by Director Anastasiya Mialeshka, offers to enter into this subcontract (“**the Contract**”),

and a natural person, an individual entrepreneur or a self-employed (a natural person, registered as paying professional income tax)¹, hereinafter referred to as the “**Subcontractor**”, agrees and joins the terms of the Contract by creation of a Subcontractor’s Personal Account and indication of its consent to the terms of the Contract via functionality provided by the Service.

The Contractor and the Subcontractor are hereinafter jointly referred to as the “**Parties**” and individually as the “**Party**”.

1. DEFINITIONS

1.1 Pay Assistant Service is an interactive service, that the Parties use to interact with each other under execution of the Contract. The purpose of the service is to simplify the Parties’ document flow, set and submit the Tasks to the Subcontractor, transfer the Results and the Intellectual Property, which were created in the process of performing the Tasks, payment of the remuneration to the Subcontractor for the performance of a Task. Access to the Service is provided via the Internet at the address <https://pay-assistant.com>.

1.2 Personal Account is a personalized section of the Pay Assistant Service to which access is exercised by entry of authentication data at the Pay Assistant Service entrance page: login (username) and password (access code). Entry of authentication data in a Personal Account and further use of a Personal Account is considered as a simple electronic signature².

1.3 Customer is a person who forms Tasks via the Pay Assistance Service for performance of which the Contractor engages the Subcontractor under the Contract.

1.4 Task is a task for work performance or rendering of services formed by a Customer and, subsequently, shall be brought to the attention of the Subcontractor under the Contract via Subcontractor’s Personal Account for the purpose of its performance.

1.5 Result is a result of the performance of a Task that may consist of Intellectual Property Rights.

1.6 Intellectual Property is results of intellectual work (objects of copyright and patentable objects) created as a result of the performance of a Task.

1.7 Intellectual Property Rights are all exclusive property rights and other transferable intellectual rights on Intellectual Property, including but not limited to, the exclusive right on a result of an intellectual work, the right to obtain a patent for created patentable result of an intellectual work, the right to register and use a result of an intellectual work as a mean of individualization.

² A simple electronic signature is an electronic signature that, through the use of codes, passwords or other means confirms the fact of formation of an electronic signature by a certain person.

1.8 Territorial scope of the Contract – the territory of states to which the Contractor's offer to enter into the Contract applies. Territories, to which the Contract applies, are the territories of states all over the world, except for the following territories: Honduras, Palau, Zimbabwe, Yemen, Oman, Mongolia, Venezuela, Virgin Islands (U.S.A.), Uganda, Tunisia, Trinidad and Tobago, Somalia, Sierra Leone, Sao Tome and Principe, Samoa, Nigeria, Niger, Namibia, Myanmar, Mozambique, Mali, Libya, The Lao People's Democratic Republic, Iraq, Haiti, Guyana, Guinea-Bissau, Guinea, Guam, Ghana, Gabon, Ethiopia, Eritrea, Equatorial Guinea, the Democratic Republic of the Congo, Côte d'Ivoire, Chad, the Central African Republic, Burundi, Botswana, American Samoa, Afghanistan.

2. SUBJECT OF THE CONTRACT

2.1 The Subcontractor undertakes to accept the Tasks for performance from time to time and perform such Tasks, and the Contractor undertakes to accept the Results and pay the remuneration to the Subcontractor under the terms of the Contract.

2.2 The Contractor is entitled to make the Tasks available for performance from time to time via the Pay Assistant Service, with which the Subcontractor may get acquainted via its Personal Account. Making the Task available at the Pay Assistant Service is an offer for the Subcontractor to perform such Task.

2.3 The Subcontractor, of its own free will and in its own interest, is entitled to accept the Tasks available in the Personal Account for performance. Acceptance of the Task for performance is an acceptance of the Contractor's offer to perform the Task.

2.4 Before accepting the Task for performance, the Subcontractor undertakes to familiarize itself with the terms of performance, in particular:

2.4.1 Task's subject matter, namely: description of the content and scope of work or service; an object in respect of which work or service will be performed; an expected Result;

2.4.2 price of the Task, i.e., the amount of remuneration due to the Subcontractor for the performance of the Task;

2.4.3 deadline of the Task;

2.4.4 other conditions specified in a description of the Task.

2.5 Before accepting the Task for performance, the Subcontractor verifies:

2.5.1 correspondence of the Task description to the selected category of work or service;

2.5.2 existence of mandatory terms for the performance of the Task in the Task description (para. 2.4.1 - 2.4.3. of the Contract);

2.5.3 necessity of the Subcontractor's license for exercising certain activities for the performance of the Task. For Subcontractors performing a Task on the territory of other states, the list of activities for which a license is required is set out in national legislation of such states.

2.5.4 existence of other restrictions and prohibitions for the performance of the Task under the applicable law.

2.6 Having identified the obstacles for the performance of the Task and in case it is possible to remove them, the Subcontractor notifies the Contractor of the need to remove them. The Subcontractor is not entitled to accept the Task for performance until the obstacles have been removed.

2.7 The Subcontractor undertakes to independently evaluate the required level of qualification for the performance of the Task and compare it with its own level of qualification. The Subcontractor undertakes not to accept for performance the Tasks which require a higher level of qualification than it has.

2.8 The Subcontractor, accepting a Task for performance, fully and unconditionally agrees with the terms of its performance and undertakes to perform the Task in full conformity with the terms of its performance, and assures that it is appropriately qualified for its performance.

2.9 The Tasks accepted by the Subcontractor for performance are an integral part of the Contract

2.10 The Subcontractor undertakes to perform Tasks in person without third persons' engagement for the Tasks' performance. Except as otherwise may be provided by the terms of a specific Task or directly agreed with the Contractor. In case the Subcontractor engages third persons for the performance of a Task without the Contractor's consent, the Subcontractor bears all adverse effects of such actions, including reimbursement of damages and other expanses of the Contractor caused by such engagement. In case third persons make a claim for an infringement of Results or Intellectual Property Rights, the Subcontractor undertakes to settle the claims on its own and at its own expense.

2.11 The Subcontractor undertakes to perform Tasks by the date, indicated in the terms of a specific Task. Failure to timely perform the Task may be a ground for the refusal to accept the respective Task by the Contractor and to pay the remuneration.

2.12 When performing a Task, the Subcontractor and the Contractor are able to exchange messages via the Pay Assistant Service. When performing a Task, the Subcontractor is also able to submit a request to the Customer to provide necessary data and materials for the performance of the Task and exchange messages on other matters related to the performance of the Task. Interaction between the Subcontractor and the Customer may not be considered as employment relationship, performance of works for hire, direct contracting relationship (i.e., without the Contractor's engagement) and any other similar relationships.

2.13 Once the Task is complete, the Subcontractor notifies the Contractor of the Task completion and sets in the Task card, displayed in its Personal Account, the status "Submitted for acceptance". If applicable, the Subcontractor, before setting the Task's status "Submitted for acceptance", uploads the Result to the appropriate section in the Personal Account. The Subcontractor is entitled to agree with the Customer on a different way to transfer the Result, for example, by E-mail or by uploading the Result to an FTP server or other data storage. At the same time, regardless of the chosen way to transfer the Result, the Subcontractor undertakes to notify the Contractor of the Task completion in its Personal Account.

2.14 The Contractor accepts the Result within 15 working days from the date of receipt of the Subcontractor's notification of the Task completion. When accepting the Results, the Contractor verifies the Result's compliance with the requirements, and other terms of the Task completion.

2.15 In the case of any deviations from the terms of the performance of a Task that worsen the Result, or other defects in the Result, the Contractor undertakes to inform the Subcontractor. The Parties agree that the identified defects may be classified as substantial or non-substantial. Substantial defects include:

2.15.1 an irreparable defect — a defect, which may not be rectified with the purpose to bring the Result into line with the obligatory requirements, envisaged by the laws or the terms of a Task, leading to impossibility or inadmissibility of the Task use, for the purpose for which the Result of such kind is usually used, or for the purpose of which the Subcontractor was notified.

2.15.2 a defect which may not be rectified without disproportionate costs — a defect the costs of fixing which are near to or exceed the value of the Result itself.

2.16 The Parties agree that in case of any substantial defects of the Result the Contractor is entitled to refuse to accept the completed Task and the Result or to send the Task for revision at the Subcontractor's expense. In case of the Contractor's refusal to accept the Task and the Result due to substantial defects, remuneration is not paid to the Subcontractor.

2.17 The Parties agree that in case of non-substantial defects of the Result, the Contractor is entitled to send the Result for revision at the Subcontractor's expense.

2.18 In case the Task is sent for revision, the Task is assigned the status "Sent for revision" in a Personal Account, and, once the Subcontractor has made appropriate changes and corrections, the Task acceptance is carried out again.

2.19 The acceptance of the Task and the Result amounts to a ground for payment of the remuneration to the Subcontractor, and transfer of the Result and Intellectual Property Rights to the Contractor for their further transfer to the Customer.

3. TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

3.1 The Subcontractor hereby agrees that by the acceptance of the Task and the Result, all Intellectual Property Rights, created as a result of the performance of the Task, shall also be transferred to the Contractor by means of alienation, throughout the world and without any limitations. At the same time, Intellectual Property Rights are transferred both in cases, where the Task suggested creation of Intellectual Property (creation of Intellectual Property on the order), and in cases, where the Task did not suggest creation of Intellectual Property (creation of Intellectual Property in the performance of work or rendering services).

3.2 The Parties agree that the terms of the Contract and acceptance of the Task and the Result by the Contractor are sufficient for the alienation of Intellectual Property Rights of the Contractor. Additional transfer agreements are not required. The Parties may, at their discretion, issue a transfer document on the alienation of these Rights.

3.3 The Parties agree that if a patentable result of intellectual activity is created during the performance of a Task, the right to obtain a patent for an invention, utility model or industrial design is alienated to the Contractor as a part of Intellectual Property Rights at the time of the acceptance of a Task and the Result.

3.4 The Parties hereby confirm that the Subcontractor alienates to the Contractor exclusive right on Intellectual Property in full and without any limitations, i.e., the right to use of Intellectual Property by any means of, including, but not limited to:

3.4.1 registration of trademarks consisting Intellectual Property, and use in other means of individualization,

3.4.2 processing and creating of new objects of intellectual property,

3.4.3 corrections, reductions, and additions,

3.4.4 publication, etc.

3.5 The remuneration paid to the Subcontractor under the Contract includes, inter alia, the remuneration for the alienation of the Intellectual Property Rights created as a result of the performance of a Task. The Parties confirm that such remuneration is full and enough both for the performance of a Task and for the creation of the Result, and for the alienation of Intellectual Property Rights. The Contractor or a person, to whom the Intellectual Property Rights are transferred then, are not obliged to pay any additional amount of remuneration for the Intellectual Property neither now, nor in the future.

3.6 If, under the applicable law, alienation of any of Intellectual Property Rights, created as a result of a Task, is subject to state registration, the Contractor is entitled to request necessary assistance from the Subcontractor in state registration of the alienation of such Rights and the Subcontractor undertakes to provide the necessary assistance.

3.7 The Parties agree that from the date of the acceptance of the Task and the Result, the Subcontractor does not preserve any Intellectual Property Rights, created as a result of the performance of a Task.

3.8 From the date of the acceptance of the Task and the Result, the Subcontractor undertakes not to independently or with the assistance of third persons contest the alienation of Intellectual Property Rights under the Contract, and the existence of Intellectual Property Rights and their ownership to the Contractor after the alienation.

3.9 When performing a Task, the Subcontractor undertakes not to use third persons' Intellectual Property, except the Contractor's or Customer's Intellectual Property transferred together with the Task. The Subcontractor is fully and solely liable for misuse of third persons' Intellectual Property.

3.10 In case the Contractor identifies that the Subcontractor, when performing a Task, misused third persons' Intellectual Property, the Contractor is entitled to refuse to accept the Task or, if the misuse is identified after the acceptance, to request the refund of remuneration and reimburse all the damages.

3.11 In case of identification of Subcontractor's misuse of third persons' Intellectual Property, the Contractor is entitled to delete the Subcontractor's Personal Account. Deletion of the Subcontractor's Personal Account amounts to the Contractor's unilateral refusal of the Contract in accordance with section 9 of the Contract.

4. SUBCONTRACTOR'S REMUNERATION

4.1 The amount of remuneration and currency of the payment are set in the Task description. The Subcontractor, accepting the Task for performance, agrees with the set amount of remuneration and currency of the payment.

4.2 After the acceptance of the Task and the Result, the amount of remuneration is automatically displayed in the Subcontractor's Personal Account. For the payment of remuneration via its means of payment the Subcontractor undertakes to choose a way of payment processing from those available in its Personal Account, specify payment details and click "Payment" button in a Personal Account. The Contractor undertakes to pay the remuneration to the indicated payment details of means of payment within 3 banking days of the Subcontractor's request to pay the remuneration.

4.3 The Subcontractor undertakes to specify the payment details of means of payment registered within the Territorial scope of the Contract. The payment of remuneration under the payment details of the means of payment, registered outside the Territorial scope of the Contract, is not processed.

4.4 The Contractor is not liable for Subcontractor's technical or any other errors when using the Pay Assistant Service, which resulted in the payment of money to inappropriate persons.

4.5 If the currency of the Subcontractor's payment differs from the currency of the means of payment, which details of payment were indicated by the Subcontractor, remuneration is automatically converted to the currency of the means of payment by the Subcontractor's bank, that issued means of payment in accordance with the currency rate and rules established by the bank. The Subcontractor is independently liable for all financial risks related to the indicated conversion, including the risk related to change of currency exchange rates.

4.6 The Subcontractor is aware that the Contractor is not its tax agent and undertakes to independently pay all necessary taxes, which are imposed on remuneration under the laws of the state, tax resident of which it is.

5. LIABILITY OF THE PARTIES

5.1 For the breach of obligations or representations under the Contract, the Parties are liable under the Contract and the laws.

5.2 The Subcontractor is fully liable in case of identification of third persons' rights violation in the transferred Result or legal requirements that have resulted or could result in such third persons' or public authorities' claims, complaints or other legitimate requests, in particular, but not limited to:

5.2.1 violation of legal requirements on personal data;

5.2.2 violation of third persons' rights on Intellectual Property;

5.2.3 violation of trade secret or any other legally protected secret of third persons.

5.3 In case of claims, complaints or other legitimate requests to the Contractor or any other person, to whom the Result was transferred, due to the Subcontractor's violation of third persons' rights or violation of the laws when performing the Task, the Subcontractor undertakes to reimburse to the Contractor or any other person, to whom the Result was transferred, all the damages, including, but not limited to, costs of pre-trial settlement of a dispute, legal fees, costs of involving legal consultants and representatives, costs of penalties or other lawful sanctions.

5.4 In case of breach of the terms of the Task performance The Subcontractor is liable on the following grounds:

5.4.1 in case of the delay of the performance of a Task the Contractor, at its discretion, is entitled to refuse to accept. In this case, the Subcontractor is deprived of the right to remuneration.

5.4.2 in case of non-substantial breach of the terms of a Task, the Contractor is entitled to send a Task for review at the Subcontractor's expense.

5.4.3 in case of a substantial breach of the terms of the Task performance, the Contractor is entitled, at its discretion, refuse to accept. In this case, the Subcontractor is deprived of the right to remuneration.

5.5 The Subcontractor is independently liable for the quality matters of the Result, including violation of third persons' rights or legal norms both to the Contractor and third persons, to whom such Result may be transferred. In particular, the Subcontractor is liable to the Customer for the indicated matters after accepting the Task and transfer of the Result to the Customer.

5.6 For the breach of any other obligations and warranties under the Contract, the Parties are liable under the laws of the Republic of Lithuania.

6. APPLICABLE LAW AND PROCEDURE FOR THE SETTLEMENT OF DISPUTES

6.1 In respect of matters, not regulated by the Contract, the Parties shall be guided by the existing laws of the Republic of Lithuania. The applicable law is the substantive law of the Republic of Lithuania.

6.2 In respect of matters related to payment of remuneration and in respect of matters related to quality and infringement of intellectual property rights before accepting the Task and the Result, the Subcontractor should resolve the dispute with the Contractor. In respect of matters related to quality defects of the Result, infringement by the Result of third persons' rights or laws having arisen after accepting the Task and the Result, in case if the Result was transferred to a third person, the Subcontractor undertakes to directly address such third person to resolve the dispute without the engagement of the Contractor.

6.3 Disputes, arising out of the Contract, shall be settled by negotiation. The Party, interested in resolving a dispute, undertakes to send a letter of claim to the other Party, listing all the claims and the grounds for them.

6.4 The claim shall be reviewed by the other Party within 10 working days of its receipt. In case an agreement on the matter may not be reached or the deadline for responding to a claim has expired, all disputes and disagreements shall be considered by the court of the Contractor's location (the Republic of Lithuania).

6.5 The costs of the preparation of a claim, its submission, and paying legal counsel (representation) for negotiations, shall be borne by each Party independently.

7. FORCE MAJEURE

7.1 The Party that fails to perform or improperly performs its obligations is not liable for the failure to perform or improper performance if proper performance is impossible due to force majeure. At the same time, the Parties shall not be released from proper performance of their obligations, once force majeure circumstances have ceased.

8. ELECTRONIC INTERACTION OF THE PARTIES

8.1 When registering a Personal Account, the Subcontractor assures the Contractor that it is a legally capable person authorized to enter into the Contract and fulfil the obligations under the Contract and it lives and uses means of payment within the Territorial scope of the Contract.

8.2 When registering a Personal Account at Pay Assistant Service, the Subcontractor undertakes to indicate its tax status having chosen one of the following options: (a) Natural person; (b) Self-employed; (c) Individual entrepreneur. Until the Subcontractor indicates the relevant data, a limit to payment of remuneration will be set in its Personal Account in the amount of 150 euro a year or, in case of payment in another currency, in the amount equal to 150 euro a year at the exchange rate set at Pay Assistant Service at the time of transaction of the payment of remuneration.

8.3 The Parties hereby agree that the use by the Subcontractor of a Personal Account with a unique login and password (access code to a Personal Account) is equated to the use by the Subcontractor of a simple electronic signature. Electronic documents, signed by a simple electronic signature, are equivalent to paper-based documents, signed by a hand-written signature. The Parties recognize the validity of all documents, submitted in the light of the electronic communication rules established by the Contract. Legally significant actions, on which legal consequences under the Contract depend, performed

via the Subcontractor's Personal Account are deemed to be performed directly by the Subcontractor.

8.4 The Parties recognize that correspondence and documents, relating to the performance of the Contract, sent via Pay Assistant Service or by E-mail, are deemed to be sent by the Party and signed by a simple electronic signature. For the exchange of electronic communications, the Parties agreed on the following Email addresses:

8.4.1 The Contractor – official email address [support@pay-assistant.com];

8.4.2 The Subcontractor - email address indicated when registering a Personal Account.

8.5 The Subcontractor as the person who creates and uses a key of a simple electronic signature undertakes to respect its confidentiality and not to hand over a key to third persons who do not have proper authority to act on behalf of the Subcontractor in commercial relations with the Contractor. The Subcontractor independently bears risks of third persons improper access to its Personal Account and performing actions on behalf of the Subcontractor, including the risk of withdrawal of money from the Subcontractor's account in its Personal Account.

8.6 The Contractor provides an opportunity to the Subcontractor to receive closing documents (reports) on all completed Tasks indicating the amount of remuneration paid for each calendar month (accounting period) via its Personal Account. The reports are available for viewing and downloading upon termination of the accounting period in the Subcontractor's Personal Account.

9. EFFECT AND TERMINATION OF THE CONTRACT

9.1 The Contract enters into force upon the moment when The Subcontractor registers a Personal Account at the Pay Assistant Service and indicates its consent to the terms of the Contract via the functionality of the Service.

9.2 Persons who are the citizens of the States outside the Territorial scope of the Contract or use means of payment, registered on the territory, which does not fall under the scope of the Contract may not join the Contract.

9.3 The Contract remains in force during the entire period of existence of the Subcontractor's Personal Account.

9.4 The contract may be terminated early by mutual agreement of the Parties or unilateral refusal of the Contract. The termination of the Contract shall be settled outside the court.

9.5 The termination of the Contract does not release the Parties from liability for its breach.

9.6 The Subcontractor is entitled to unilaterally refuse of the Contract by deleting its Personal Account at the Pay Assistant Service.

9.7 The Contractor is entitled to unilaterally refuse of the Contract by deleting the Subcontractor's Personal Account in case of repeated delays or any other breaches of terms of the performance of a Task, breach of representations regarding appropriate legal personality and legal capacity of the Subcontractor to enter into the Contract, and in other cases of breach of the Contract terms.

9.8 In case of early termination of the Contract, the Contractor within 30 calendar days of the termination of the Contract pays to the Subcontractor all remaining amount of remuneration, which are deposited on its virtual account in the Personal Account for the completed and accepted Tasks.

10. FINAL PROVISIONS

10.1 The Contract is public and is publicly available at the address [<https://pay-assistant.com/docs/publicOfferCom.pdf>]. The Contractor is entitled to unilaterally modify the terms of the Contract by making available its new version at the indicated address. By continuing to use Pay Assistant Service, the Subcontractor confirms that it familiarized itself with a new version of the Contract and fully agrees with the modifications. In case of disagreement with the modifications, the Subcontractor is entitled to unilaterally refuse of the Contract by deleting its Personal Account.

10.2 If any of the Task terms appear to be contrary to the terms of the Contract, the terms of the Contract shall prevail.

10.3 If any of the terms of the Contract are invalidated, it shall be considered separable and having no impact on the validity of other terms.

10.4 The Subcontractor hereby acknowledges that he is aware of and undertakes to observe:

10.4.1 Terms of Pay Assistant Service use available at [<https://pay-assistant.com/docs/UserAgreement.pdf>];

10.4.2 Pay Assistant Service Privacy Policy available at [<https://pay-assistant.com/docs/PrivacyPolicy.pdf>].

10.5 The Parties specifically stipulate that relations governed by the Contract are those of the performance of work and of repayable rendering of services and may not be converted into a different type of legal relationship, including, but not limited to, contracts of delegation, commission agency, agency, or joint venture. Any interaction between the Customer and the Subcontractor, relating to the performance of the works or rendering services, provided for in the Contract and the Task that took place during the period of validity of the Contract shall be deemed to be a relationship arising out of the Contract and subject to its terms.

10.6 In case the time period for performance of an action set out in the Contract is calculated in working days, the classification of days as working or non-working shall be determined in accordance with the calendar and the laws of the location of the Party that is to perform the action.

10.7 In case the time period for performance of an action set out in the Contract is calculated in calendar days and the last day of the time period is non-working one in accordance with the calendar and the laws of the location of the Party that is to perform the action, the time period shall be extended to the first following working day.

10.8 In case any term of the Contract, the definition of which is expected in the future, is not agreed by the Parties or is not defined by a third person from whom the Parties expect such a definition, the validity of the Contract remains. The Parties undertake to take measures to determine this term and preserve the validity of the Contract.

10.9 For the purposes to determine the time period for performing an action, the time zone of the location of the Party, that is supposed to perform an action, is taken into account

CONTACT INFORMATION OF THE SUBCONTRACTOR

UAB «Pay assistant»

Company number in the commercial register of Lithuania: 304104978,

Address: A. Vivulskio g. 7, Vilnius (Floor 5; Room 522)

Representative: Anastasiya Mialeshka,

E-mail address: [support@pay-assistant.com].