



MadCats OÜ
Harju maakond, Tallinn, Pirita linnaosa, Kuusenõmme tee 1-1, 11912
+372 5240 181 | info@madcats.ee | https://madcats.ee

Agreement № D*****

On Professional Services Provision

This Agreement on Professional Services Provision (hereinafter referred to as the "Agreement") concluded as of **DATE**, by and between:

Company OÜ
Company number:
Legal address:

a legal entity duly established and operating under the laws of Estonia, hereinafter referred to as the "Customer"

and

MadCats OÜ
Reg. Code: 14653467
Legal address: Harju maakond, Tallinn, Pirita linnaosa, Kuusenõmme tee 1-1, 11912

hereinafter referred to as the "Contractor".

The "Customer" and the "Contractor" are hereinafter jointly referred to as the "Parties", and each individually as the "Party".

The parties hereby agreed as follows:

1. Subject of the Agreement

1. In accordance with the terms and conditions of this Agreement, the Contractor shall be obliged to provide professional services (hereinafter referred to as the "Services") regarding issues, specified in Clause 1.2 hereof, and the Customer shall be obliged to accept the provided Services and fully and timely pay for the Services in accordance with the terms and conditions of this Agreement.
2. The Contractor shall provide the Customer with the Design and Development Services according to the specifications given in Addenda hereto and shall constitute an integral part of it.
3. The Contractor shall provide the Services in the procedure and in due time set out in this Agreement and Addenda (the Specifications) hereto.
4. Unreasonable refusal from the Services provided by the Contractor shall not be allowed. Should the unreasonable refusal from the Services provided occur, the Customer shall be



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obliged to pay to the Contractor for all the provided Services and reimburse all the incurred losses arising out of the unreasonable refusal.

2. The Value (Price) of the Services and Settlements Procedure

1. The cost of the Services is the sum of the costs of all the Services in accordance with the Addenda hereto.
2. The Customer shall pay to the Contractor for the Services within 5 (five) business days of the issued date of the invoice sent by the Contractor to the Customer, unless another procedure is specified by the Parties in the Addenda (the Specifications) of this Agreement.
3. The customer shall pay to the Contractor for the Services in the amount set out by the Addenda (the Specifications) hereto.
4. In case the Contractor must deviate from the initial scope of work, it will be treated as a change of request by the Customer and thus a new Addendum with the appropriate new scope of work will be signed and the out-of-scope tasks will be billed additionally.
5. The timeline during which the Contractor provides the result of services to the Customer, as well as the number of iterations (round of edits) shall be reflected in the Addendum (Specifications). If, due to the fault of the Customer, the Contractor is forced to go beyond the timeline reflected in the Addendum (Specifications), the out-of-timeline work will be treated as additional request and will also be billed additionally.
6. Settlement currency with respect to this Agreement shall be specified in the Addenda (the Specifications) hereto.
7. The Customer's payment obligations can be fulfilled by a third party, with instructions in the payment order for all necessary details of the invoice and Addendum. If the payment order of a third party does not contain the necessary details the payment would be considered not executed.
8. Payment is considered made from the moment of receipt of funds on the Contractor's account.
9. If the Customer has delayed the payment according to the terms agreed in the Addendum the Contractor has the right to suspend the provision of Services until all overdue amounts under this Agreement will have been paid.
10. The Customer transfer amount must cover all the customer's bank's fees and commissions, so that the net amount received by the Contractor reflects the sum of the invoice issued.

3. Rights and obligations of the parties

1. The Contractor shall be obliged to provide Customer with the Services according to this Agreement duly and timely, with the care, skill and diligence required in accordance with the best practice in the Contracting Company's industry, profession or business area.
2. The Contractor shall be entitled to:
 1. Demand from the Customer to provide all the documents and information necessary for Services provision under this Agreement.

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2. Demand payment for Services provided under this Agreement.
3. To expect to receive a comment to a deliverable or a response to an additional info request within 3 (three) business days from the moment of sending the corresponding request to the Customer.
3. The Customer shall be obliged to:
 1. Timely provide to the Contractor any verbal or written information either directly or by implication relating to the Services to be rendered by the Contractor under this Agreement.
 2. Timely payment of agreed fees for the Contractor's Services rendered to the Customer in accordance with the procedure stipulated hereby.
4. The Customer shall be entitled to:
 1. Demand the Services to be provided by the Contractor in accordance with the procedure and terms and conditions stipulated hereby.
5. The Parties may acquire other rights and obligations under the current Estonian legislation and mutual agreement of the Parties while implementing this Agreement.

4. Liability of the Parties and the Limitation of Liability

1. In case of non-fulfillment or improper fulfillment by the Parties of their obligations envisaged herein, the Parties shall be exposed to liability in accordance with the current legislation of Estonia.
2. Neither Party shall be liable for indirect, consequential or punitive damages, and the liability of each Party hereunder shall not exceed the cost of the Services specified in the relevant Addendum.

5. Force-Majeure

1. The Parties shall be exempted from the liability for non-fulfillment or delay in fulfillment of any obligation under this Agreement, should such non-fulfillment or delay be caused by Force Majeure. Any Party claiming Force Majeure shall, within 14 (fourteen) days upon the Force Majeure become apparent to the Party, notify the other Party in writing regarding Force Majeure occurrence.
2. Force Majeure shall include any act of God or other event beyond the control of the Party affected, including (but not limited to) any insurrection, riot, war, strike, fire, flood, earthquake or storm.
3. The term for the fulfillment of the obligations under this Agreement shall be extended for the period of the effect of Force Majeure by notifying the other Party in the procedure set out in Clause 5.1 hereof.
4. Sufficient proof of Force Majeure shall be a document issued by the Chamber of Commerce of the country in which these circumstances arose. Any specified circumstances shall not be the basis for Customer's refusal from the payment for Services, received before a Force Majeure occurrence.

6. Validity Term and Procedure of Termination of the Agreement

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1. This Agreement shall take effect on the date when a copy of the Agreement signed by the Customer and Contractor is sent to the email address of the Contractor: info@madcats.ee if email communication between the Contractor and the Customer doesn't state otherwise. The Agreement is valid, unless earlier terminated in accordance with this Agreement, until the Parties fully fulfill their obligations under this Agreement.
2. The Agreement may be terminated in the procedure set out in this Agreement. Each Party may terminate the Agreement at any time upon condition of notifying by email the other Party 30 (thirty) days prior to termination.
3. Should the Parties fail to reach an agreement, the dispute shall be settled in the procedure stipulated in Article 7 hereof.
4. Should early termination of the Agreement occur, the Customer shall be obliged to pay to the Contractor for all the provided Services within 5 (five) business days upon notification made by the initiating Party to the other Party regarding the above mentioned termination. Such payment shall be done on the basis of an invoice given by the Contractor to the Customer.

7. Disputes Resolution

1. All disputes arising between the Parties during the performance of this Agreement or in connection with it shall be settled by negotiation.
2. Any dispute, controversy or claim arising out of or relating to this contract, including the conclusion, interpretation, execution, breach, termination or invalidity thereof, as well as non-fulfillment or improper fulfillment of the terms and conditions of this Agreement shall be settled by the negotiations, and in the case of the disagreement such disputes shall be subject to consideration by Estonian courts.

8. Confidentiality

1. The list of items that comprise the confidential information and commercial secret of the Customer shall be defined by a special Non-Disclosure agreement, signed by the Customer and the Contractor.

9. Intellectual Property Rights

1. In case, when as a result of this Agreement fulfillment, the Parties may produce an intellectual property item or industrial property item, the Customer will become the sole owner of the intellectual property rights and industrial property rights. Confirmation of transfer to the Customer of property rights of intellectual property of the object (objects) created in accordance with this Agreement is receipt by an email from the Contractor to the Customer with such item(s) or with a hyperlink to an Internet address where such item(s) are stored (file sharing service, cloud storage, etc).
2. Each deliverable, item or object provided by the Contractor under this Agreement or any Addendum shall be delivered to the Customer free and clear of the rights of any other person, and the Contractor hereby assigns all right, title and interest in or to any such deliverable, item or object, effective as of the moment of its creation, subject only to the payment of all amounts due to the Contractor under this Agreement or the relevant Addendum.

10. Special Conditions

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1. All amendments to this Agreement shall be valid if executed in writing or digital form.
2. Any rights and obligations under this Agreement may be transferred to third parties only upon the mutual consent of the Parties.
3. The Parties shall be obliged to immediately inform each other on any change of their requisites.
4. If any court having the corresponding authority will deem one or more provisions of this Agreement illegal, invalid or unenforceable, then the Agreement shall remain in force as if such illegal, invalid or unenforceable provision never existed, provided neither Party is deprived thereby of the fundamental benefit of its bargain. Provided that, the Parties agree to meet and in good faith discuss making the proper amendments to this Agreement in order to reflect the original Parties' intentions of this Agreement.
5. The Contractor shall be entitled to demonstrate object of intellectual property, created under this Agreement with the aim of advertising of their services (in their portfolio, etc) including but not limited to these addresses <https://my.madcats.ee>, madcats.ee etc. The right to use such objects with such purpose is given to the Contractor by the Customer perpetual and free of charge.

11. Requisites and Signatures of the Parties**Customer****Contractor**

Registry code: 14653467

Legal address: Harju maakond, Tallinn, Pirita linnaosa, Kuusenõmme tee 1-1, 11912

Office address: Harju maakond, Tallinn, Tartu mnt 83, Kesklinna linnaosa, 10115

Tel: +372 5240 181

E-mail: info@madcats.ee

Account Holder: **MadCats OÜ**

IBAN: EE917700771003611291

Bank code (SWIFT / BIC): LHVBE22

Address: Tartu mnt 2, 10145 Tallinn, Estonia

Nikolay Pavlovskiy

Board member, MadCats OÜ