**Contract for the Paid Rendering of Services**

“”, 2014

hereinafter referred to as the “Client”, represented by, acting on the basis of the Charter on the one hand and **Karabedyants Victor Igorevich**, hereinafter referred to as the “Contractor”, on the other hand, jointly referred to as the "Parties", have concluded this Contract as follows:

**1.Scope of the Contract**

* 1. The Client requests and agrees to pay, and the Contractor under terms of the Contract shall provide the following services, including, but not limited to:

- ensuring the smooth operation of the servers in 8x5 mode (uninterrupted operation must be provided for 5 days during the entire period of the contract). The configuration and optimization of the server based on the opportunities and needs of the Client. The failure troubleshooting of the software of the servers.

- the daily monitoring of the servers.

- the work on the preparation for the production operation of the server hardware and software (the operating system installation, configuration of applications, hardware).

- the conducting and planning of the routine and preventive maintenance to prevent failures, ensure the required degree of the readiness and operational capability restoration of the information systems and data, and the conducting or participating in the restoration of information systems and data.

- the tracking of the information on the release of corrections and additions to the used server software and their timely installation (to minimize risks) associated with failure in software or viruses.

- the protection of the information resources of the Company (databases, file sets and so on.) from unauthorized modification, destruction, copying, or malfunctions;

- the audit of the Company's information systems to meet domestic regulatory requirements for information security.

- the services in accordance with Clause 2.4.1. of the present Contract.

* 1. The Contractor shall provide the services remotely, at: Ukraine, Donetsk Region, Kramatorsk, via the Internet.
  2. The service period: from ''” 2014 to ''” 2015 (inclusive).

1. **Rights and Liabilities of the Parties**

2.1. The Contractor shall assume the following obligations:

2.1.1. Keep the trade secret and not to disclose third parties the confidential information (codes, passwords, etc.), which should become known to it resulting from the performance of its functions. The Parties have agreed that the information obtained by the Contractor in the course of performing its obligations under this Contract is confidential and shall not be disclosed to third parties without the letter of permission from the Client.

2.1.3. Provide services under this Contract in a timely and appropriate manner, with the necessary degree of efficiency, the reaction period of which should not exceed 60 minutes from the filing by mail or Skype, strictly following the instructions of the Client, subject to the protection of the rights of the latter.

2.1.4. Promptly notify the Client about all the circumstances beyond its control that threaten the achievement of appropriate outcomes of the services rendered, or do not allow to perform the services within the time limit specified in this Contract.

2.1.5. Provide the Reports on the performance of the services on a monthly basis, until the 1st of the month.

2.2. The Contractor shall have the right to:

2.2.1. Suspend the performance of its obligations under this Contract if the Client fails to fulfill or improperly fulfills its obligations under the Contract, which should immediately inform the representative of the Customer.

2.3. The Client shall assume the following obligations:

2.3.1. Timely provide the Contractor with the information necessary to perform its obligations, and to provide clarification on the merits of the performance of the services.

2.3.3. Pay compensation to the Contractor in accordance with Article 3 of this Contract.

2.4. The Client shall have the right to:

2.4.2. At any time, check the progress and quality of the services rendered, without interfering in the activities of the Contractor, including the involvement of a third party in this.

2.4.3. At the end of the month, in case of the refusal / partial refusal of the Contractor to provide the services under this Contract, or in case of the provision of services unduly, the Client shall have the right to direct the Contractor a reasoned refusal of the payment for the services rendered, with the adjustment of the Report, and, accordingly, have the right to reduce the amount of the remuneration of the Contractor proportionally to the volume of the services not rendered (improperly) rendered.

**3.** **Price of the Services and Method of the Settlement**

3.1. During the period of this Contract, the payment of the remuneration to the Contractor shall be made upon the proper provision of the services for the quarter.

3.1.1.The remuneration of the Contractor in each reporting month is . The Parties have agreed on the transfer of advance payments by the Client, in the following order:

3.2. In case of the Contractor’s failure to submit the Report on the services provided within the period prescribed in Clause 2.1.5. of the present Contract, the Client has the right not to pay for the services rendered.

1. **Liability of the Parties**

4.2. The Client may seek the full compensation of all the damages caused to him from the Contractor if any should be caused by the fault of the Contractor.

4.3. In the event of server failure lasting more than 3 (three) consecutive hours and / or in case of the failure to deliver protection of information resources (databases, file sets and so on.) from unauthorized modification, destruction, copying or dysfunction (Clause 1.1 . hereof), in case of the disclosure of the trade secrets and confidential information by the Contractor (Clause 2.1.1. Of the Contract) the Client shall have the right to unilaterally terminate this Contract.

**5.** **Force majeure circumstances**

5.1. The Parties shall not be responsible for any failure to perform its obligations hereunder in the event of force majeure, either directly or indirectly impeding the execution of this Contract, that is, the circumstances which are independent of the will of the Parties, which could not be foreseen at the time of the conclusion of the Contract and prevented by reasonable means at their commencement.

5.2. The circumstances specified in Clause 5.1 of this Contract are war and military action, insurrection, epidemics, earthquakes, floods, directly affecting any Party to this Contract.

5.3. The Party affected by such circumstances shall immediately notify in writing the other Party of the occurrence, type and possible duration of the corresponding circumstances. If the interested Party does not report the occurrence of the force majeure, it shall loose the right to rely on it, except that such a circumstance shall hamper the dispatch of such a message itself.

5.4. The occurrence of the circumstances provided in this Article, subject to the compliance of the requirements of Clause 5.3 of this Contract, extend the period of performance of the contractual obligations for the period, which generally corresponds to the term of the circumstance and reasonable period of time to remedy it.

5.5. If the circumstances provided in this Article last for more than 3 months, the Parties shall jointly determine the fate of this Contract.

**6.** **Contractual Time**

6.1. This Contract shall be concluded for a period of up to “”, 2015.

6.2. The Parties, by mutual agreement, shall have the right to terminate this Contract before expiry.

6.3. In case of the early termination of the Contract by one Party, the Party initiating the termination shall be obliged to notify the other Party of this Contract of the impending termination in writing within 14 (fourteen) work days.

6.4. In the event of termination of this Contract, within three days from the date of the notification of termination of the Contract, the Contractor shall implement the delivery of the services actually rendered in accordance with Clause 2.1.7 of the Contract.

6.5. In case of the early termination of the Contract by either of the Parties, the Client shall make the final payment to the Contractor under this Contract by paying the latter part of the set remuneration pro rata the portion of the services rendered by the Contractor prior to receipt of the notice of the termination.

**7.** **Concluding Provisions**

7.3. The Parties have agreed that all the information, all the tasks, queries, notices, advice notes to each other in connection with the execution of this Contract shall be made in writing in Russian and scanned documents in electronic form by e-mail, followed by dispatching of the original documents by mail.

7.4. The Parties have established that all disagreements, disputes arising during the performance of this Contract shall be settled by negotiations.

7.5. This Contract is made in two copies, each of which has the same effect, one for each Party.

7.6. This Contract shall come into force upon its signature by the Parties.

7.7. All the changes and additions to this Contract shall be drawn up in writing and come into force upon their signature by the authorized representatives of the Parties.

7.8. The issues not covered in this Contract shall be resolved in accordance with the current Legislation of Ukraine.

**8.** **Legal Addresses and Requisites of the Parties**

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| **Client** | **Contractor**  Surname, first name, patronymic: **Karabedyants Victor Igorevich**  Birth-place: Donetsk Region, Kramatorsk  Date of birth: 18.7.1984  Certificate of identity: Ukrainian passport  VN 415872 issued by the Municipal Department of the Chief Administration of the MIA of Ukraine in Donetsk Region on August 28, 2007.  Registered: Ukraine, Donetsk Region,  Kramatorsk, Kramatorsk Avenue 39-155  Telephone number: 0675237757, 0958622224  Email: office@itfb.com.ua  Email: spokko2000@gmail.com  Skype: vk\_psix, spokko2000  By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Karabedyants V.I. |