

# SERVICE AGREEMENT

Number \_\_\_\_\_

Date \_\_\_\_\_

## 1. CONTRACTING PARTIES

**VESTA UNION GROUP S.R.L.**, referred to as «Performer», represented by director Korostenska Khrystyna, acting on the basis of the Charter, on the one hand, and

\_\_\_\_\_ (**COMPANY NAME**), referred to as «Customer», represented by \_\_\_\_\_ (position of manager) \_\_\_\_\_, acting on the basis of the Charter \_\_\_\_\_ (document) on the other hand,

further in the text – «Parties», which have entered into an agreement on the following:

## 2. SUBJECT OF THE CONTRACT

This Agreement regulate relationships of the Parties, that arising in the process of providing legal, consulting, marketing, recruiting and helping in development and optimization of business projects and strategies.

## 3. RIGHTS AND DUTIES

### ***3.1. The Customer has the right to:***

3.1.1. To receive from the Performer information about status of the execution of the Agreement and a further plan of action.

3.1.2. Express your desire and goals, as well as provide the Executor your original documents related and/or some for the execution of this Agreement.

3.1.3. Receive from the Performer copies of documents confirming the fulfillment of the terms of the contract.

### ***3.2. The Customer is obliged to:***

3.2.1. Provide with information and documents necessary for the performance on the Agreement for Performer.

3.2.2. As needed, Customer should sign the documents drafted by the Performer.

3.2.3. Customer should beforehand and fully pay the remuneration to the Performer in accordance to Chapter 4 of this Agreement, but no later than 30 days from the moment of receiving the bill.

### ***3.3. The Performer has the right to:***

3.3.1. Receive information and documents from the Customer for the timely execution of the Agreement.

3.3.2. If it necessary, the Performer may sign an Agreement with a subcontractor for the timely execution of this Agreement.

### ***3.4. The Performer is obliged to:***

3.4.1. Performer undertakes to provide the service, stipulated in the Agreement, during the agreed period and in accordance with the obligations assumed.

3.4.2. To Customer's request, provide information on the status of the Agreement and the Performer's further plan.

3.4.3. In the case of signing Contracting Agreement, the Performer is commeted to sign the Agreement with the subcontractor on the same terms on which he signed the Agreement with the Customer.

3.4.4. The Performer is fully responsibility to the Customer for the result of the execution of the Agreement. In turn, the subcontractor takes full responsibility in front of Performer for the

result of the execution of the Agreement. In the case of untimely or low-quality execution of the Agreement by the Performer, in such case the Performer has right to demand for compensation of losses from the subcontractors.

#### **4. PRICE OF THE AGREEMENT**

4.1. The price (reward) of the Agreement, agreed by the Parties and stated in the Specifications (Application No. 1 to this Agreement).

4.2. The Customer is obliged to pay the Performer a pre-agreed amount (reward) for the execution of the Agreement for legal, consulting, marketing and assistance in the development or optimization of business tasks or strategies at the request of the Customer within three calendar days.

4.3. In case of occurrence of expenses at the Performer, they will be added to the bill for payment.

#### **5. RESPONSIBILITIES OF THE PARTIES**

5.1. For non-execution or improper execution by the Parties of the terms of this Agreement, the Parties are responsible, in the order provided by the current legislation. In the event that due to the fault of one of the Parties, obstacles will be created for the other Party in the exercise of its rights indicated in this Agreement, the Party of the blame of which have emerged such obstacles, must immediately remove them and in a reasonable short term to compensate the other party for losses incurred as a result of such interference.

5.2. In case the Customer does not pay invoice for payment during 14 days after the end of the term, agreed in point 3.2.3., the Customer is obliged to pay a fine equivalent to one percent of the non-payment for each day of delay, until the moment of actual fulfilment of obligations.

5.3. In case the Customer does not pay bills for payment within 14 days after the end of the term, agreed in point 3.2.3., the Performer has the right to terminate the provision of services.

5.4. Repeatedly non-fulfillment of the obligations undertaken under this Agreement one of the Parties, give right of the affected party to consider the Agreement terminated unilaterally and demand compensation of losses.

5.5. In case, during of execution of the Agreement, one of the Parties the deadline for the fulfillment of the set tasks is not observed, the Party is obliged to inform the other Party on time in writing about this fact.

5.6. In case of delay by the Performer in performance of services and in case of non-agreement of the Customer to extend the term of service execution, in this case, the Customer has the right to demand payment of penalties from the Performer.

#### **6. FORCE MAJEURE EVENT**

6.1. Circumstances of force majeure (force majeure) are war, military actions (regardless of the fact of declaration of war), armed invasions of foreign troops, uprisings, revolutions, coups, mutinies, military rule or usurpation of power, civil war, other circumstances that are commonly understood in international contractual practice as circumstances of force majeure (force majeure), which the Party could not foresee with sufficient accuracy or prudence and prevent with reasonable measures.

6.2. Either Party is released from liability for partial or complete non-fulfillment or improper performance of obligations under the Agreement if it proves that such non-fulfillment

or improper performance is due to circumstances beyond one's reasonable control - force majeure circumstances.

6.2.1. The Party for which it became impossible to fulfill the obligations shall notify the other party immediately on occurrence of force-majeure circumstances. The notice must contain data on the nature of the circumstances and an assessment of their impact on the possibility of the Parties fulfilling/not fulfilling their obligations under this Agreement and the deadline for fulfilling the obligations.

6.3. In the cases provided for in point 7.1. of this Agreement, the term of the obligation under this Agreement is extended for the period during which such circumstances and their consequences apply.

6.4. In cases, referred in point 7.1. this Agreement, the circumstances continue to operate for more than two months or at the present time these circumstances become clear, that this consequences will act more than this term, the Parties should, as soon as possible, hold negotiations with a view to identify the alternative methods adopted for all parties to fulfill this Agreement and to achieve appropriate arrangements.

6.5. In the event that the Parties are unable to reach an Agreement provided for in point 7.4. of this Agreement, each of the Parties has the right to terminate this Agreement. In the event of such termination, neither Party has the right to demand compensation from the other party for possible damages.

## **7. SETTLEMENT OF DISPUTES**

7.1. The Customer and the Performer agreed that all disputes and differences between them will be resolved through mutual negotiations.

7.2. If they do not agree, each party has the right to appeal to the court by the decision of which will be mandatory for both Parties.

## **8. TERM OF THE CONTRACT**

8.1. The term of validity of this agreement shall be calculated from the moment of conclusion of the Agreement and until full implementation by the Parties of their obligations.

## **9. FINAL CLAUSES**

9.1. This Agreement shall be in two original counterparts having equal legal force, each Party holding one counterpart English language.

9.2. In all cases not provided for by the Agreement, the Agreement the parties are guided by the legislation.

9.3. After the signing of this Agreement all prior negotiations, correspondence, previous agreements and letters of intent lose legal force.

9.4. All corrections, additions under the text of this Agreement have legal force only after their signing by the authorized representatives of the Parties in each individual case.

9.5. Fax copies of this Agreement and its application have the same legal force as a paper copy.

**PERFORMER****Name:** VESTA UNION GROUP S.R.L.**Address:** Bucharest, 116 Constantin  
Brancoveanu Boulevard Street, ap.138**Registration number:** 44968840**Mail:** [vestauniongroup@gmail.com](mailto:vestauniongroup@gmail.com)**Phone:** + 40738430850**Director:** Korostenska Khrystyna

\_\_\_\_\_Korostenska K.

**CUSTOMER****Name:****Address:****Id-card (passport):****Mail:****Phone:**

\_\_\_\_\_Initials