

CONTRACT ON CONSULTING SERVICES FOR BUSINESS ACTIVITIES

" ___ " _____

Bucharest

_____, hereinafter referred to as the "Customer", by one party, and BONA FIDE LEAGUE S.R.L., hereinafter referred to as "Contractor", represented by the Director _____, acting on the basis of _____, by the other party, have concluded this contract on the following:

1. SUBJECT OF THE CONTRACT:

1.1. The Customer assigns, and the Contractor undertakes, under the terms of this Contract, in accordance with the Customer's assignments, to advise the Customer on the issues of its business activities.

1.2. Consulting services rendered by the Contractor to the Customer under this contract include:

- preparation and provision of advice and clarification on the business activities and management of the Customer;
- preparation and provision of consultations and explanations on legal issues related to the business activities of the Customer;
- preparation and provision of consultations on accounting and reporting to the Customer;
- preparation and provision of consultations on other issues related to the Customer's business activity.

1.3. Consulting services under this contract may be provided by

by the Contractor:

- orally in the Contractor's office;
- in writing;
- with the drawing up of the necessary business, legal, economic and other documents.

1.4. A list of specific assignments to the Contractor at each particular stage of the execution is determined by the Customer independently and communicated to the Contractor orally or in writing within a time limit appropriate enough to allow the Contractor to perform the assigned tasks.

1.5. The results of the services (works) provided under this contract are the exclusive property of the Customer. Within 3 days after completion of the services, the Contractor undertakes to destroy the prepared materials and the results of services (works) placed on electronic and hard copy carriers of the Contractor.

1.6. Consultancy services provided by this Agreement shall be rendered by the Contractor to the Customer within the year 2022 - 2023 upon signing the present Contract.

1.7. Consultations and explanations prepared and provided to the Customer are the professional opinion of the Contractor and are of advisory nature.

2. RIGHTS AND LIABILITIES OF THE PARTIES:

2.1. The Customer has the right to:

- independently determine the list of tasks to the Contractor;
- contact the Contractor for consultations during non-working hours;
- at any time to correct the content of the tasks to the Contractor.

2.2. The Customer undertakes:

- create all conditions for the Contractor to provide the best possible service in accordance with the suggestions of the Contractor;
- if necessary, to provide an economic, legal, accounting documentation for the preparation of consultations and explanations to the Customer;
- to pay in due time for the services rendered by the Contractor.

2.3. The Contractor has the right to independently establish a schedule and mode of performance of activities on the provision of services, which are the subject of this Agreement.

2.4 Contractor undertakes to:

- provide timely consultations and explanations to the Customer on the tasks set by the Customer;
- upon the Customer's request provide an oral or documentary report upon the Customer's request, present an oral or documentary report on the results of the performed actions to provide the services which are the subject of this Contract;
- to keep confidentiality of the information received from the Customer in the process of providing the services;
- ensure the safety of the documents provided to them by the Customer for the preparation of consultations and clarifications.

3. PAYMENTS FOR SERVICES AND PAYMENT PROCEDURE:

3.1. The Contractor's remuneration under this Contract is determined in accordance with previous agreements and is defined as the sum of the invoices set up by the Contractor for the Customer.

3.2. The proof of services provided under this Agreement is an invoice, which is issued by The Contractor for the Customer from the determined cost of services and details for its payment using the Stripe.com payment links service.

3.3. Payment of the invoice, which is mentioned in p.3.2. of this Agreement, will be considered as a sufficient ground for determining the complete, timely provision of services by the Contractor and the absence of objections to their quality, structure and terms of provision on the part of the Customer.

4. LIABILITY OF THE PARTIES:

4.1. For non-performance or improper performance of their obligations under this contract, the parties shall be liable as stipulated by the legislation of the Republic of Romania and this contract.

4.2. The Customer shall be liable to the Executor for late payment in the form of a penalty in the amount of 0.1% of the amount of payment for each day of delay.

4.3. For the delay in terms of providing services the Executor shall be liable to the Customer in the form of penalty at the rate of 0.1% of the amount of payment for each day of the delay.

4.4. Disputes between the parties shall be settled by the courts of the Republic of Romania in accordance with the legislation of the Republic of Romania.

5. FORCE MAJEURE

5.1. The Parties shall be released from liability for non-performance or improper performance of any of their obligations contained in this Contract if they prove that their non-performance or improper performance was the result of force majeure, that is, extraordinary and unavoidable circumstances under the given conditions, arising after the conclusion of this Contract, provided that these circumstances could not be foreseen by the Parties when entering into this Contract and were not dependent on the will of the Parties. Such circumstances include: declared or undeclared war, civil war, riots and revolutions, natural disasters, earthquakes, floods and other natural phenomena, explosions, fires, acts or actions of state authorities, prohibiting or otherwise preventing the performance of obligations under this Contract.

5.2. The Party, which due to force majeure circumstances fails to perform or improperly performs its obligations under this Contract, undertakes to make every effort to eliminate as soon as possible the non-performance or improper performance of its obligations under this Contract.

5.3. In the event of force majeure circumstances, the performance of obligations under this Contract shall be extended for a period corresponding to the period of time during which these circumstances and their consequences were in effect.

5.4. If the impossibility of full or partial performance of obligations by the Parties under this Contract will exist for more than 4 (four) months, the Parties will be entitled to make mutual settlements and terminate this Contract.

6. THE VALIDITY OF THE CONTRACT:

6.1 This contract shall enter into force from the date of its signing by the parties and shall be valid until December 31, 2023.

6.2. This contract is drawn up in the English language. The contract signed in electronic form has full legal force.

6.3. All issues, not regulated by this contract, shall be resolved by the parties in accordance with the legislation of the Republic of Romania.

7. ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES:

Contractor:
Director

Customer
