

STRATCBYTES

MASTER SERVICES AGREEMENT

MSA No.: **MSA-_-**

This Master Services Agreement (the “**Agreement**”) is entered into as of the date of the last signature below (the “**Effective Date**”) by and between:

Dmitrii Andreev PR Novi Sad, a **sole entrepreneur** registered under the laws of the Republic of Serbia, with its registered address at **Mite Ružića 2, Novi Sad, Serbia**, registration number **68670667**, tax identification number (PIB) **115829450** (the “**Service Provider**”),

and

_____, a _____ incorporated or registered under the laws of _____, with its registered address at _____, registration number _____, tax identification number _____ (the “**Client**”).

The Service Provider and the Client are individually referred to as a “**Party**” and together as the “**Parties**.”

1. PURPOSE AND SCOPE

1.1 Master Agreement

This Agreement establishes the general terms governing services provided by the Service Provider to the Client.

Specific work may be ordered through:

1. a **Statement of Work (“SOW”)**; or
2. a **Work Order**.

Each SOW and Work Order entered into under this Agreement forms part of this Agreement.

1.2 Services

Services may include, without limitation:

- software architecture and consulting;
- web application development;
- website development;
- frontend and backend development;

- API and systems integration;
- mobile application development;
- UI/UX and graphic design;
- creation of illustrations and other visual materials;
- content creation and copywriting;
- DevOps and infrastructure services;
- database development and administration;
- software testing;
- maintenance and technical support;
- performance optimization;
- security-related development and consulting;
- SEO, AEO, analytics, and related services;
- technical research and consulting; and
- other technology, design, content, or consulting services agreed between the Parties.

The Service Provider is obligated to perform only Services agreed in an applicable SOW or Work Order.

1.3 Statements of Work

The Parties may enter into an SOW where the nature, duration, complexity, or value of a project makes a more detailed project document appropriate.

An SOW may specify, as applicable:

- project description;
- scope;
- Services;
- Deliverables;
- technical requirements;
- responsibilities of the Parties;
- project schedule;
- milestones;
- acceptance criteria;
- fees and payment terms;
- hourly or daily rates;
- maintenance or support terms;
- intellectual-property arrangements differing from this Agreement; and
- other project-specific terms.

An SOW may be executed as a separate document or by another written or electronic method agreed between authorized representatives of the Parties.

1.4 Work Orders

For individual tasks or smaller engagements, the Parties may agree the work through a **Work Order** without executing a separate SOW.

A Work Order may be created through:

- email;
- a project-management system;
- an issue tracker;
- an agreed messaging or collaboration platform;
- a written quotation or proposal accepted by the Client;

- a purchase order accepted by the Service Provider; or
- another written or electronic communication method that reasonably records the Parties' agreement.

A Work Order should identify, to the extent applicable:

1. the requested Service or Deliverable;
2. sufficient information to identify what is to be created or performed;
3. the price, budget, applicable rate, or pricing method;
4. any relevant deadline or delivery estimate; and
5. any material terms that differ from this Agreement.

A Work Order becomes binding when it is accepted by an authorized representative of the Service Provider.

Acceptance may be expressed by written confirmation or by commencement of the requested work where the circumstances reasonably demonstrate acceptance.

A Work Order does not require a separate signature unless:

- the Parties expressly require one;
- applicable law requires one; or
- the Work Order modifies a provision of this Agreement that requires a signed amendment.

1.5 Examples of Work Orders

Subject to Section 1.4, Work Orders may include requests such as:

- creation of an illustration;
- writing or editing an article;
- creation of a landing page;
- correction of a software defect;
- implementation of a small software feature;
- design of an interface component;
- technical consultation;
- infrastructure configuration;
- performance analysis; or
- a specified number of development, design, or consulting hours.

1.6 Order of Precedence

If documents conflict, the following order of precedence applies:

1. an applicable SOW, but only where it expressly modifies this Agreement;
2. this Agreement;
3. an applicable Work Order.

A Work Order shall not modify this Agreement unless it expressly identifies the provision being modified and the Service Provider expressly accepts that modification.

2. PERFORMANCE OF SERVICES

2.1 Standard of Performance

The Service Provider shall perform the Services professionally and with reasonable care and skill consistent with generally accepted practices applicable to the relevant type of Service.

2.2 Method of Performance

Unless otherwise specified in an SOW or Work Order, the Service Provider shall determine the:

- methods;
- tools;
- technologies;
- development processes;
- working hours; and
- place of performance

used to provide the Services.

2.3 Personnel and Subcontractors

The Service Provider may use employees, independent contractors, specialists, or subcontractors to perform portions of the Services.

The Service Provider remains responsible to the Client for the performance of the agreed Services by such persons to the extent required under this Agreement.

Where access to Client Confidential Information or Personal Data is required, the Service Provider shall ensure that relevant personnel or subcontractors are subject to appropriate confidentiality obligations.

2.4 Client Cooperation

The Client shall provide in a timely manner all information, materials, credentials, approvals, decisions, system access, personnel availability, and other cooperation reasonably required for performance of the Services.

The Service Provider shall not be responsible for delays caused by the Client's failure to provide required cooperation.

Any agreed schedule may be reasonably extended to account for such delays.

2.5 Changes

Either Party may request changes to agreed work.

The Service Provider is not required to implement a requested change until the Parties agree, where reasonably necessary, on its effect on:

- scope;
- price;
- schedule;
- Deliverables; or
- other relevant terms.

A change may be agreed through:

- an amended SOW;
- a change order;
- a new Work Order;
- written electronic correspondence; or
- another written method agreed between authorized representatives of the Parties.

3. FEES, INVOICING, AND PAYMENT

3.1 Fees

The Client shall pay the fees specified in the applicable SOW or Work Order.

Services may be provided on:

- a fixed-price basis;
- a time-and-materials basis;
- an hourly or daily basis;
- a recurring fee basis;
- a retainer basis; or
- another basis agreed between the Parties.

3.2 Time-and-Materials Work

For time-and-materials engagements, the Client shall pay for actual time reasonably spent performing the Services at the agreed rates.

Unless expressly stated otherwise, estimates of time, effort, or total cost are estimates and do not constitute fixed-price commitments.

3.3 Default Rates

Where the Client requests additional work without separately agreeing a price but the Parties have previously agreed applicable hourly or daily rates, the Service Provider may perform the work at those rates.

Where no applicable rate has previously been agreed, the Parties should agree the rate or price before the additional work begins.

3.4 Invoices

Unless otherwise specified in an SOW or Work Order, invoices shall be payable within **15 calendar days** from the invoice date.

Invoices may be issued electronically.

3.5 Currency

Fees may be denominated and paid in EUR, USD, RSD, or another currency agreed between the Parties and permitted by applicable law.

3.6 Taxes

Unless expressly stated otherwise, fees are exclusive of VAT and other similar transaction taxes that may apply.

Each Party shall be responsible for taxes imposed on that Party under applicable law.

If the Client is legally required to withhold tax from a payment, the Client shall:

1. promptly inform the Service Provider;
2. make the required withholding and payment to the competent authority; and
3. provide the Service Provider with appropriate evidence or a withholding-tax certificate.

The Parties shall reasonably cooperate in applying any available double-taxation treaty or other lawful tax relief.

3.7 Bank and Transfer Charges

Unless otherwise agreed, each Party shall bear charges imposed by its own bank or payment service provider.

Intermediary or correspondent bank charges deducted from the transferred amount shall be borne by the Client so that the Service Provider receives the invoiced amount in full, except where prohibited by applicable law.

3.8 Late Payment

If an undisputed invoice is overdue, the Service Provider may charge default interest at the rate permitted by applicable law.

If an undisputed payment remains overdue after written notice, the Service Provider may suspend performance of affected Services until payment is received.

The Service Provider shall not be liable for delays caused by such suspension.

3.9 Disputed Invoices

The Client shall notify the Service Provider of a good-faith invoice dispute within **10 business days** after receipt of the invoice, describing the disputed amount and reasons for the dispute.

The Client shall timely pay all undisputed portions of the invoice.

4. EXPENSES

Unless otherwise specified in an SOW or Work Order, the Client shall reimburse only reasonable out-of-pocket expenses that:

1. are necessary for performance of the Services; and
2. have been approved by the Client in advance.

Ordinary business expenses of the Service Provider are included in the applicable fees.

5. DELIVERY AND ACCEPTANCE

5.1 Delivery

Deliverables shall be provided in the manner specified in the applicable SOW or Work Order or, if not specified, through a commercially reasonable electronic method.

5.2 Review

Unless another acceptance procedure is specified in the applicable SOW or Work Order, the Client shall have **10 business days** after delivery to review a Deliverable.

During this period, the Client may provide written notice identifying material failures of the Deliverable to satisfy expressly agreed requirements or acceptance criteria.

5.3 Correction

If the Client timely identifies a material nonconformity covered by the agreed scope, the Service Provider shall use reasonable efforts to correct the nonconformity without additional professional-service fees.

Requests involving:

- new functionality;
- changed requirements;
- additional versions;
- additional concepts;
- substantial stylistic changes not required by the agreed specification; or
- other work outside the agreed scope

may be treated as additional Services.

5.4 Deemed Acceptance

A Deliverable shall be considered accepted upon the earliest of:

1. written confirmation of acceptance by the Client;
2. expiration of the applicable review period without a valid rejection notice;
3. deployment or publication of the Deliverable by or with authorization of the Client;
4. material commercial use of the Deliverable by the Client; or
5. further modification of the Deliverable by the Client or a third party other than for evaluation purposes.

Minor defects that do not materially prevent the intended use of a Deliverable shall not constitute grounds for rejection.

5.5 Small Deliverables

Where the nature of a Work Order does not reasonably require a formal acceptance process, including small content, design, consulting, or development tasks, delivery shall be deemed accepted unless the Client reports a material nonconformity within **5 business days** after delivery.

6. CLIENT RESPONSIBILITIES

The Client is responsible for:

- accuracy and completeness of information and requirements supplied to the Service Provider;
- obtaining necessary rights and permissions for Client Materials;
- maintaining appropriate backups unless backup services are expressly included;
- protecting credentials and access provided to the Client;
- verifying that Deliverables are suitable for the Client's intended business use;
- obtaining legal, accounting, tax, accessibility, regulatory, and compliance advice applicable to the Client's activities; and
- timely review and testing of Deliverables.

Unless expressly included in an SOW or Work Order, the Service Provider does not provide legal, accounting, tax, or regulatory compliance services.

7. INTELLECTUAL PROPERTY

7.1 Definitions

“Deliverables” means software, source code, designs, illustrations, graphics, photographs, written content, documentation, configurations, specifications, reports, or other materials:

1. specifically created for the Client in performance of an SOW or Work Order; and
2. sufficiently identified by the applicable SOW, Work Order, request, description, attached specification, ticket, correspondence, or other written record associated with the work.

“Service Provider Materials” means technology, software, source code, frameworks, libraries, components, templates, development tools, methodologies, algorithms, know-how, designs, documentation, processes, utilities, and other intellectual property:

1. owned, licensed, or developed by the Service Provider before the applicable work;
2. developed independently of the Client's project;
3. of general application and not created specifically for the Client;
4. created as reusable functionality or know-how; or
5. expressly identified as Service Provider Materials.

“Client Materials” means materials, software, data, trademarks, content, documentation, specifications, photographs, designs, or other intellectual property provided by or on behalf of the Client.

7.2 Client Materials

The Client retains all rights in Client Materials.

The Client grants the Service Provider a limited, non-exclusive right to use Client Materials solely as reasonably necessary to perform the Services.

The Client represents that it has sufficient rights to provide Client Materials and authorize their use for purposes contemplated by this Agreement.

7.3 Ownership and Transfer of Deliverables

Unless otherwise stated in an applicable SOW or Work Order, and subject to Sections 7.4 through 7.8, upon full payment of all amounts due for the relevant Deliverable, the Service Provider assigns or transfers to the Client, to the fullest extent permitted by applicable law, the transferable economic intellectual-property rights held by the Service Provider in that Deliverable.

The transfer applies only to Deliverables sufficiently identified in the applicable SOW, Work Order, request, specification, ticket, correspondence, or other written record relating to the commissioned work.

To the extent legally transferable and applicable to the relevant Deliverable, the rights transferred include the rights necessary for the Client to:

- reproduce;
- publish;
- distribute;
- communicate or make available to the public;
- use commercially and non-commercially;
- modify;
- adapt;
- translate;
- arrange;
- integrate into other works, products, or systems;
- create derivative works;
- store and reproduce electronically;
- display;
- distribute copies; and
- authorize third parties to perform such acts.

Unless an applicable SOW or Work Order provides otherwise, such economic rights are transferred:

- without geographical limitation; and
- for the full duration of the relevant rights permitted by applicable law.

The consideration for the transfer is included in the fees payable for the relevant Deliverable unless otherwise expressly agreed.

Nothing in this Agreement transfers any right that cannot legally be transferred.

7.4 Timing of Transfer

No intellectual-property rights are transferred to the Client until all amounts due for the relevant Deliverable have been paid in full.

Before full payment, the Client may use a Deliverable solely for review, testing, and acceptance unless otherwise agreed.

7.5 Service Provider Materials

Service Provider Materials remain the exclusive property of the Service Provider or its licensors.

To the extent Service Provider Materials are incorporated into a paid Deliverable and are reasonably necessary for the Client to use that Deliverable, the Service Provider grants the Client a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, execute, modify, and distribute such incorporated Service Provider Materials solely as part of or in connection with the relevant Deliverable.

The Service Provider may continue using Service Provider Materials for any purpose, including:

- other client projects;
- internal products;
- commercial products;
- libraries;
- templates;
- tools; and
- future Services.

7.6 General Knowledge and Know-How

Nothing in this Agreement prevents the Service Provider from using general:

- skills;
- concepts;
- experience;
- techniques;
- ideas;
- methods;
- processes;
- programming patterns;
- design techniques; or
- know-how

acquired or developed while performing the Services, provided that doing so does not disclose Client Confidential Information or infringe rights transferred exclusively to the Client.

7.7 Open-Source and Third-Party Components

Deliverables may include open-source software, stock materials, fonts, libraries, frameworks, datasets, third-party software, or other third-party components.

Such components remain subject to their respective license terms and are not transferred to the Client beyond the rights permitted by the applicable third-party licenses.

Where reasonably practicable, the Service Provider shall not knowingly incorporate a software component whose licensing conditions would require disclosure of the Client's proprietary source code without informing the Client beforehand.

7.8 Third-Party Generative and Automated Tools

Unless prohibited by an applicable SOW or Work Order, the Service Provider may use commercially reasonable development, design, writing, artificial-intelligence, automation, or productivity tools in performing the Services.

The Service Provider remains responsible for delivering the agreed result in accordance with this Agreement.

The Service Provider does not represent that third-party tools themselves, their underlying models, or their independently supplied outputs are owned by the Service Provider.

Where third-party terms impose material restrictions on the Client's intended use of a Deliverable, the Service Provider shall use reasonable efforts to inform the Client.

7.9 Moral Rights and Attribution

Moral rights or similar personal rights that cannot legally be transferred remain with their respective authors.

To the extent permitted by applicable law, the Service Provider shall not assert, and shall procure that persons engaged by the Service Provider do not assert, such rights in a manner that unreasonably prevents the Client from exercising the economic rights validly acquired under this Agreement.

Where attribution is legally mandatory and cannot be waived or contractually modified, the applicable legal requirement shall apply.

7.10 Portfolio Use

Unless the Client objects in writing or an applicable SOW provides otherwise, after the relevant Deliverable or project has been publicly released, the Service Provider may:

- identify the Client as a client;
- display the Client's publicly available name and logo;
- identify the nature of Services performed; and
- display or describe publicly available, non-confidential aspects of the completed work

for the Service Provider's portfolio, credentials, website, presentations, proposals, and marketing materials.

The Service Provider shall not disclose Client Confidential Information under this Section.

8. CONFIDENTIALITY

8.1 Confidential Information

“Confidential Information” means non-public information disclosed by one Party (**“Disclosing Party”**) to the other (**“Receiving Party”**) that is identified as confidential or that a reasonable person would understand to be confidential given its nature and circumstances of disclosure.

Confidential Information may include:

- source code;
- business plans;
- customer information;
- financial information;

- credentials;
- technical documentation;
- product plans;
- security information;
- trade secrets;
- pricing;
- internal processes; and
- non-public project information.

8.2 Obligations

The Receiving Party shall:

1. use Confidential Information only for purposes connected with this Agreement;
2. protect it using at least reasonable care;
3. disclose it only to persons who reasonably need access and are subject to appropriate confidentiality obligations; and
4. not disclose it to third parties except as permitted by this Agreement.

8.3 Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate:

- was lawfully known without restriction before disclosure;
- becomes publicly available without breach of this Agreement;
- is lawfully received from a third party without confidentiality obligations; or
- is independently developed without use of the Disclosing Party's Confidential Information.

8.4 Required Disclosure

A Party may disclose Confidential Information where required by law, regulation, or binding governmental or judicial order.

Where legally permitted, the Receiving Party shall give the Disclosing Party reasonable prior notice.

8.5 Duration

The confidentiality obligations under this Section continue for **five (5) years** following disclosure.

For trade secrets, passwords, access credentials, encryption keys, and information whose confidential character reasonably requires longer protection, the obligations continue for as long as such information remains confidential in nature.

9. PERSONAL DATA AND SECURITY

9.1 Compliance

Each Party shall comply with data-protection laws applicable to its own activities under this Agreement.

9.2 Processing on Behalf of Client

If the Service Provider processes Personal Data on behalf of the Client as a processor, the Parties shall enter into an appropriate Data Processing Agreement (“**DPA**”) where required by applicable law.

The DPA may be incorporated into an SOW or executed separately.

9.3 Security

The Service Provider shall implement reasonable technical and organizational safeguards appropriate to the nature of the Services and information to which it has access.

Unless specifically included in an SOW or Work Order, the Services do not constitute a guarantee against all:

- cybersecurity incidents;
- vulnerabilities;
- data loss;
- unauthorized access; or
- attacks.

10. WARRANTIES

10.1 Authority

Each Party represents that it has authority to enter into this Agreement.

10.2 Services Warranty

The Service Provider warrants that the Services will be performed with reasonable professional skill and care.

10.3 Correction of Defects

Unless otherwise specified in an SOW or Work Order, for **30 days after acceptance** of a Deliverable, the Service Provider shall correct without additional professional-service fees reproducible material defects caused by the Service Provider that result in the Deliverable materially failing to conform to expressly agreed requirements.

This warranty does not apply to problems caused by:

- modifications made by persons other than the Service Provider;
- misuse;
- operation contrary to documentation;
- Client systems;
- third-party systems;
- third-party software or services;

- changes to external APIs or platforms;
- unsupported environments;
- infrastructure failures outside the Service Provider's reasonable control; or
- requirements or functionality outside the agreed scope.

10.4 Creative and Subjective Work

For design, writing, illustration, branding, consulting, or other work involving subjective judgment, dissatisfaction based solely on taste or preference does not constitute a defect where the Deliverable materially complies with the agreed brief.

Any included revisions shall be those specified in the applicable SOW or Work Order.

10.5 Disclaimer

Except for warranties expressly provided in this Agreement, an SOW, or Work Order, and to the maximum extent permitted by applicable law, the Services and Deliverables are provided without additional express or implied warranties.

The Service Provider does not warrant that software will be entirely:

- error-free;
- uninterrupted;
- immune from security vulnerabilities; or
- compatible with future versions of third-party systems,

unless expressly agreed otherwise.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Indirect Losses

To the maximum extent permitted by applicable law, neither Party shall be liable to the other for indirect, incidental, special, exemplary, or consequential damages arising from this Agreement.

Without limiting the foregoing, the Service Provider shall not be liable for loss of:

- anticipated profit;
- business opportunity;
- revenue;
- goodwill;
- anticipated savings; or
- data,

except to the extent such liability cannot lawfully be excluded.

11.2 Liability Cap for SOWs

For Services performed under an SOW, and to the maximum extent permitted by applicable law, the Service Provider's aggregate liability arising out of or relating to that SOW shall not exceed the total fees actually paid or payable by the Client to the Service Provider under that

SOW during the **twelve (12) months immediately preceding the event giving rise to the claim.**

If the relevant SOW has existed for less than twelve months, the cap shall be the total fees paid or payable under that SOW through the date giving rise to the claim.

11.3 Liability Cap for Work Orders

For Services performed under an individual Work Order that is not part of a broader SOW, the Service Provider's aggregate liability arising out of or relating to that Work Order shall not exceed the total fees paid or payable for that Work Order.

Where multiple related Work Orders form a single continuous engagement, the aggregate cap for claims arising from that engagement shall not exceed the fees paid or payable for those related Work Orders during the twelve months preceding the event giving rise to the claim.

11.4 Exceptions

The limitations in this Section shall not apply to liability to the extent such liability cannot be excluded or limited under mandatory applicable law.

Nothing in this Agreement is intended to exclude or limit liability for intentional misconduct, fraud, or other liability that applicable law prohibits the Parties from limiting.

12. INDEMNIFICATION

12.1 Client Materials

The Client shall indemnify and hold harmless the Service Provider from third-party claims arising from allegations that Client Materials supplied by the Client:

- infringe third-party intellectual-property rights;
- violate privacy or data-protection rights;
- are unlawful; or
- were supplied to the Service Provider without sufficient authorization.

This provision does not apply to the extent a claim results from unauthorized use of Client Materials by the Service Provider.

12.2 Cooperation

A Party requesting indemnification shall:

- promptly notify the indemnifying Party of the claim;
- provide reasonable cooperation; and
- allow the indemnifying Party reasonable control over the defense and settlement,

provided that no settlement imposing an admission of liability or material non-monetary obligation on the indemnified Party may be entered into without that Party's consent.

13. TERM AND TERMINATION

13.1 Term

This Agreement begins on the Effective Date and continues until terminated in accordance with this Section.

13.2 Termination for Convenience

Either Party may terminate this Agreement upon **30 days' written notice** to the other Party.

Termination of this Agreement does not automatically terminate an active SOW unless:

- the notice expressly states that the SOW is also being terminated; or
- the applicable SOW provides otherwise.

Outstanding Work Orders shall continue unless the termination notice expressly terminates them or the Parties agree otherwise.

13.3 Termination of Work Orders

Unless otherwise agreed, either Party may terminate an incomplete Work Order by written notice.

Upon such termination, the Client shall pay for:

- Services reasonably performed through the termination date;
- completed or partially completed Deliverables;
- approved expenses; and
- non-cancellable commitments reasonably incurred for the Work Order.

For a fixed-price Work Order, the amount payable for partially completed work shall be reasonably proportional to the work performed unless another termination arrangement was agreed.

13.4 Termination for Cause

Either Party may terminate this Agreement or affected SOW if the other Party materially breaches it and fails to cure the breach within **15 days** after receiving written notice describing the breach.

A Work Order may be terminated immediately for material breach if the breach makes continued performance of that Work Order commercially unreasonable and remains uncured after reasonable written notice.

A Party may terminate immediately where the other Party:

- becomes insolvent or enters liquidation, subject to applicable insolvency law;
- commits fraud in connection with the Agreement; or
- engages in unlawful conduct that makes continued performance legally impossible.

13.5 Effect of Termination

Upon termination:

1. the Client shall pay all undisputed amounts due for Services performed through the termination date;
2. the Service Provider shall provide Deliverables completed and paid for up to that date;
3. each Party shall return or securely destroy the other Party's Confidential Information upon reasonable request, subject to legally required retention and ordinary backup procedures; and
4. rights already transferred following full payment shall remain transferred.

13.6 Survival

Provisions concerning:

- accrued payment obligations;
- intellectual property;
- confidentiality;
- limitation of liability;
- indemnification;
- dispute resolution; and
- provisions that by their nature should survive

shall survive termination of this Agreement.

14. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performing an obligation, other than an obligation to pay amounts already due, where the failure or delay results from circumstances beyond that Party's reasonable control.

Such circumstances may include:

- natural disasters;
- war;
- civil unrest;
- widespread telecommunications failures;
- widespread infrastructure outages;
- governmental restrictions;
- sanctions;
- epidemics;
- labor disruptions not limited to the affected Party; or
- major failures of critical third-party infrastructure.

The affected Party shall:

1. notify the other Party within a reasonable time;
2. take reasonable steps to mitigate the effects; and
3. resume performance as soon as reasonably practicable.

If a force majeure event prevents material performance of an SOW for more than **60 consecutive days**, either Party may terminate the affected SOW upon written notice.

For an individual Work Order, either Party may terminate it if the force majeure event makes timely completion no longer commercially reasonable.

15. INDEPENDENT CONTRACTOR

The Service Provider performs the Services as an independent contractor.

Nothing in this Agreement creates an:

- employment relationship;
- partnership;
- joint venture;
- fiduciary relationship;
- franchise; or
- agency

between the Parties.

Neither Party has authority to bind the other Party except where expressly authorized in writing.

16. NON-EXCLUSIVITY

Unless an SOW expressly provides otherwise, the relationship is non-exclusive.

The Service Provider may provide services to other clients, including businesses operating in industries similar to the Client's industry, provided that the Service Provider complies with its confidentiality and intellectual-property obligations.

The Client may engage other service providers.

17. COMMUNICATIONS, AUTHORIZATION, AND NOTICES

17.1 Authorized Representatives

Each Party may designate one or more persons authorized to:

- request work;
- approve Work Orders;
- approve changes;
- provide requirements;
- accept Deliverables; and
- make ordinary project decisions.

The Service Provider may reasonably rely on instructions received from persons who, based on the Parties' established communications or circumstances, reasonably appear to have such authority.

17.2 Operational Communications

The Parties may use:

- email;
- project-management systems;
- messaging applications;
- collaboration platforms;
- issue trackers;
- source-control platforms; or
- other agreed systems

for ordinary project communications, approvals, Work Orders, requests, changes, and decisions.

17.3 Written Record

For purposes of establishing the content of an SOW, Work Order, approval, or change request, the Parties may rely on retrievable electronic records, including emails, tickets, messages, comments, and platform records, to the extent permitted by applicable law.

17.4 Formal Notices

Notices concerning:

- termination of this Agreement;
- material breach;
- indemnification claims; or
- legal disputes

shall be sent by email to the addresses identified below or to another address subsequently designated in writing.

Service Provider notice email: support@stratobytes.com

Client notice email: _____

A notice sent by email shall be considered received when it becomes accessible to the recipient unless the sender receives an automated notification indicating delivery failure.

18. ELECTRONIC EXECUTION AND RECORDS

18.1 Electronic Form

The Parties agree that this Agreement, SOWs, Work Orders, amendments, change orders, approvals, and other documents relating to the Services may be created, exchanged, executed, and stored electronically to the extent permitted by applicable law.

18.2 Electronic Signatures

The Parties agree that electronic signatures may be used to execute this Agreement and related documents where legally permissible.

Where applicable law requires a particular form of electronic signature for a particular legal effect, the Parties shall use a signature method satisfying that requirement.

18.3 Work Orders and Electronic Communications

The Parties expressly intend that electronic communications used to identify and order individual Deliverables may form part of their contractual relationship under this Agreement.

Where the nature of a Deliverable involves intellectual-property rights, the applicable Work Order and related written records should identify the Deliverable with sufficient specificity to determine what work is being commissioned.

18.4 Counterparts

This Agreement and an SOW may be executed in counterparts.

Each executed counterpart shall be considered part of the same agreement.

19. ASSIGNMENT

Neither Party may assign this Agreement as a whole without the prior written consent of the other Party, such consent not to be unreasonably withheld.

However, either Party may assign the Agreement in connection with:

- a merger;
- corporate reorganization; or
- sale of substantially all of the relevant business or assets,

provided that the successor assumes the assigning Party's obligations under this Agreement.

This Section does not restrict the Service Provider's right to use subcontractors under Section 2.3.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 Governing Law

This Agreement, each SOW, and each Work Order shall be governed by and interpreted in accordance with the laws of the **Republic of Serbia**, without regard to conflict-of-law principles that would require application of another jurisdiction's substantive law.

20.2 Good-Faith Resolution

Before commencing court proceedings, the Parties shall use reasonable efforts to resolve disputes through good-faith negotiations.

A Party may provide written notice describing the dispute, after which authorized representatives of both Parties shall attempt to resolve it.

Nothing in this Section prevents either Party from seeking urgent interim or protective relief where necessary.

20.3 Jurisdiction

Unless otherwise expressly agreed in an SOW, and to the extent permitted by applicable law, the courts having subject-matter jurisdiction in **Novi Sad, Republic of Serbia** shall have exclusive jurisdiction over disputes arising out of or relating to:

- this Agreement;
- an SOW; or
- a Work Order.

21. GENERAL PROVISIONS

21.1 Entire Agreement

This Agreement together with applicable:

- SOWs;
- Work Orders;
- amendments;
- DPAs; and
- documents expressly incorporated by reference

constitutes the agreement between the Parties concerning the relevant Services.

It supersedes prior discussions, proposals, representations, and agreements concerning the same subject matter, except where expressly preserved.

21.2 Amendments to the MSA

An amendment to this Agreement must be agreed by authorized representatives of both Parties in writing or another legally valid electronic form.

Routine Work Orders, project instructions, approvals, and scope changes do not constitute amendments to this Agreement unless they expressly state otherwise.

21.3 Waiver

Failure or delay by either Party to exercise a right under this Agreement does not constitute a waiver of that right.

21.4 Severability

If any provision is found invalid, illegal, or unenforceable, it shall be interpreted or modified to the minimum extent necessary to make it enforceable where legally possible.

The remaining provisions shall remain in effect.

21.5 No Third-Party Beneficiaries

Unless expressly stated otherwise, this Agreement does not create rights enforceable by persons who are not Parties to it.

21.6 Headings

Section headings are for convenience only and do not affect interpretation.

21.7 Language

This Agreement is executed in the English language.

If the Agreement is translated into another language, the **English version shall prevail between the Parties**, except to the extent mandatory applicable law requires otherwise.

22. SIGNATURES

The Parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms.

SERVICE PROVIDER

Legal entity: **Dmitrii Andreev PR Novi Sad**

Name: **Dmitrii Andreev**

Title: **Entrepreneur**

Date: _____

Signature:

CLIENT

Legal entity: _____

Name: _____

Title: _____

Date: _____

Signature:
