



## Service Contract | Welles Partners Pte Ltd

THIS SERVICE CONTRACT (“Contract”) is made as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between Welles Partners Pte. Ltd. REG.NO: 201917162C with offices at 20 Kramat Lane #02-05 United House Singapore, 228773 Singapore, in future text “Party A” and \_\_\_\_\_ with Company-REG.NO.(Passport/ID-number) \_\_\_\_\_ and \_\_\_\_\_ with Offices-Address(Residence-Address) \_\_\_\_\_ at \_\_\_\_\_ in further text \_\_\_\_\_ Company(or Individual if not incorporated) will be referred as to “Party B”.

The Party A is agreeable to providing services to the Party B on the terms and conditions set out in this Contract.

The Party B confirms that before signing this contract has read, signed and agreed in full to “Privacy Policy Contract” and “Terms and Conditions Contract”.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Party B and Party A (individually, the "Party" and collectively the "Parties" to this Contract) agree as follows:

NOW IT IS HEREBY AGREED as follows:

### **1 Services Provided**

The Party B hereby agrees to engage the Party A to provide Party B with the following services (the "Services"):

1. Unlimited access to QuickCheck Mode in frequency of up to 20queries/min. QuickCheck Mode enables user to check addresses and see are they tainted or not results for users are **True** and **False**.

For exchanges we'll also give one more parameter describing risk index:

<b>Proposed classification and used by Welles Partners:</b>							
<b>Clear addresses are:</b>				<b>Tainted addresses are:</b>			
<ol style="list-style-type: none"> <li>1. <b>RI=0</b> - Personal Wallet</li> <li>2. <b>RI=1</b> Miner</li> <li>3. <b>RI=2</b> Exchange</li> <li>4. <b>RI=3</b> Service</li> <li>5. <b>RI=4</b> Gambling</li> </ol>				<ol style="list-style-type: none"> <li>6. <b>RI=5</b> Mixing</li> <li>7. <b>RI=6</b> Scammers</li> <li>8. <b>RI=7</b> DarkNet</li> </ol>			
Type	Miner	Exchange	Services	Gambling	Mixing	Scammers	Dark Web
Population	40	150	112	84	5	42	38
RGB	R: 50 G: 144 B: 58	R: 94 G: 205 B: 91	R: 83 G: 239 B: 93	R: 252 G: 195 B: 56	R: 238 G: 163 B: 56	R: 231 G: 91 B: 9	R: 234 G: 48 B: 42
HTML code	#398D3F	#56CE6A	#53EF5D	#FCC338	#EEA338	#E75B5D	#EA302A

- to it's API for future integration into exchange system, and
2. Unlimited access up to 3 individual account on Welles APP..

The Services will also include any other tasks which the Parties may agree on. The Party A hereby agrees to provide such Services to the Party B.

Party A hereby agrees to engage the Party B to provide Party A with following:

1. Access to conferences and Events where Party B is present, and an option in case of Party A not being present or unable to attend the event then Party B will share marketing material of Party A.
2. Party B also gives possibility of promoting Party A via its social media channels and via other ways if necessary.
3. Mutual announcements of cooperation which will be done at fitting moment .

**2 Term of Contract**

The term of this Contract (the "Term") will begin on the date of this Contract and will remain in full force and effect for next **6 months** until **February 7, 2020**, subject to earlier termination as provided in this Contract. The Term may be extended with the written consent of the Parties.

**3 Performance**

The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

**4 Currency**

Except as otherwise provided in this Contract, all monetary amounts referred to in this Contract are in USD (US Dollars).

**5 Compensation**

The Party A will charge the Party B for the Services at the rate of \_\_\_\_\_ (**US\$0.00**) per 100 queries/requests to API provided by Party A. (the "Compensation").

The Party B will be invoiced every month. Invoices submitted by Party A to Party B are due within 30 days of receipt.

The Compensation as stated in this Contract does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Party B in addition to the Compensation.

**6 Reimbursement of Expenses**

The Party A will be reimbursed from time to time for reasonable and necessary expenses incurred by the Party B in connection with providing the Services.

All expenses must be pre-approved by the Party B.

**7 Penalties for Late Payment**

Any late payments will trigger a fee of \_\_\_%(**1.50%**) **per month** on the amount still owing.

**8 Confidentiality**

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Party B which would reasonably be considered to be proprietary to the Party B including, but not limited to, accounting records, business processes, and Party B records and that is not generally known in the industry of the Party B and where the release of that Confidential Information could reasonably be expected to cause harm to the Party B.

The Party A agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Party A has obtained, except as authorized by the Party B or as required by law. The obligations of confidentiality will apply during the Term and will end on 6 months after termination of this Contract, except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.

All written and oral information and material disclosed or provided by Party B to Party A under this Contract is Confidential Information regardless of whether it was provided before or after the date of this Contract or how it was provided to the Party A.

**9 Ownership of Intellectual Property**

All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Contract, will be the property of the Party A.

The Party B is granted a non-exclusive limited-use license of this Intellectual Property.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Party A.

**10 Return of Property**

Upon the expiry or termination of this Contract, the Party A will return to the Party B any property, documentation, records, or Confidential Information which is the property of the Party B.

**11 Capacity/Independent Party A**

In providing the Services under this Contract it is expressly agreed that the Party A is acting as an independent Party A and not as an employee. The Party A and Party B acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a contract for service.

The Party B is not required to pay, or make any contributions to any social security, tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Party A during the Term.

The Party A is responsible for paying, and complying with reporting requirements for, all taxes related to payments made to the Party A under this Contract.

**12 Notice**

All notices, requests, demands or other communications required or permitted by the terms of this Contract will be given in writing and delivered to the Parties at the following addresses:

1. Welles Partners Pte. Ltd. with Reg.No: 201917162C  
20 KRAMAT LANE #02-05, SINGAPORE , SINGAPORE 228773, SG
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered:

- a. immediately upon being served personally,
- b. two days after being deposited with the postal service if served by registered mail,  
or
- c. the following day after being deposited with an overnight courier.

**13 Indemnification**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract. This indemnification will survive the termination of this Contract.

**14 Modification of Contract**

Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**15 Time of the Essence**

Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.

**16 Assignment**

The Party A will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of the Party B.

**17 Entire Contract**

It is agreed that there is no representation, warranty, collateral Contract or condition affecting this Contract except as expressly provided in this Contract.

**18 Enurement**

This Contract will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**19 Titles/Headings**

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

**20 Gender**

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**21. Governing Law**

This Agreement shall be governed by, and construed in accordance with, the Laws of Singapore.

**22. Dispute Resolution**

Any and all disputes, controversies or conflicts arising from or in relation to this Agreement, including disputes on its validity, conclusion, binding effect, breach, amendment, expiration and termination (collectively, "Disputes"), shall, as far as possible, be settled amicably by the Parties. If any such Dispute is not settled amicably within thirty (30) days as from the date any Party informs the other Party that any Dispute has arisen, the Parties agree that such Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) under the SIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Singapore. There shall be one arbitrator. The arbitration proceedings shall be conducted in English.

**23 Severability**

In the event that any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

**Party A**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Party B**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_