

Agreement No. XYZ

01 october 2021
Moscow

X hereinafter referred to as “the Client” represented by Y acting on the basis of the Z, on the one part, and Limited Liability Company “ESH GRUPPA” represented by Kozhanov Valeriy Aleksandrovich acting on the basis of the Articles of Association, hereinafter referred to as the “the Executor”, on the other part, collectively referred to as the “Parties”, have concluded this agreement (hereinafter— the “Agreement”) as follows:

Article 1. Subject of Agreement

1.1. The Executor shall for a stipulated consideration create and develop production of design for the Contractor as well as to render other services in sphere of design, stated in Annexes/Supplements and Technical orders to the Present Contract (hereinafter referred to as the “Annexes”).

1.2. This Agreement shall stipulate for the general terms for the Executor to execute the Contractor’s orders. Unless otherwise agreed by the Parties in writing, services rendered by the Executor hereunder shall be initiated by the Contractor and executed in writing in Annexes to the present Agreement.

For each such commission (or simultaneously for several commissions) the Parties sign an Additional agreement hereto stipulating for:

- the type of works to be executed hereunder, requirements to the same (such type and requirements may be stipulated by a separate document – brief or technical assignment);
- the description of original information submitted by the Contractor and the terms for submission thereof;
- the description of work criteria (work product) and/or technical requirements to the work product (for instance, non-legible form, electronic resolution, image size);
- the terms for execution of commissions and specific works including each milestone, if the works are divided into milestones; terms for completion of milestones may be specified in a separate milestone schedule (timing);
- the price of works executed directly by the Executor and in the commission for purchase of works/services from third parties – a cash amount for making a transaction (price of third-party works/services), an Executor fee;

other terms deemed to be material by at least one Party.

1.3. Obligations related to execution of a particular commission of the Contractor shall arise for the Executor from the moment both parties sign the applicable Additional agreement, wherein the Parties agreed all material terms of execution thereof.

1.4. Obligations of the Executor shall be deemed executed to the fullest extent from the moment of signing by the Contractor of the Services Acceptance Certificate.

Article 2. Obligations of the Executor

2.1. To execute its obligations under the Present Agreement the Executor may engage third parties at the expense of cash funds allocated by the Contractor for the given commission, staying liable to the Contractor for execution of obligations assumed under the commission as well as to honor confidentiality of information handed over by the Contractor to the Executor.

2.2. The Executor shall execute the Contractor’s orders complying with quality standards and within the term specified in the applicable Additional agreement hereto.

2.3. In case of delay of the Contractor information / materials / resources to perform its obligations under the Annex to this Agreement, the term of the provision of services by the Executor moves a reasonable time delay. This shift in terms also apply to cases of late approval of layouts Contactor or Service in stages of work. if the Annex provides rendering services in stages and the work on the next stage can’t be done unless the previous is approved.

If the above-mentioned delay lasts more than thirty (30) calendar days, the Executor is entitled to demand and the Contractor is obliged to pay the the full cost of services for the appropriate Annex, due to the fact that the failure to provide services has become impossible due to the Contactors behavior, Executor planned working time to perform his commission and had a simple staff involved in the project.

Article 3. Obligations of the Contractor

- 3.1. The Contractor shall timely submit information and materials necessary for the Executor to execute its commission.
- 3.2. The Contractor shall without unjustified delay able to affect the deadlines of the commission: approve creative materials developed by the Executor or submit reasoned comments related to adaptation thereof; concur cost estimates, timings and other material terms of the commission.
- 3.3. The Contractor shall accept everything executed by the Executor in compliance with the terms hereof.
- 3.4. The Contractor shall timely and to the fullest extent provide for payment hereunder.

Article 4. Financial terms

- 4.1. Unless otherwise specified in the Annex to this Agreement, the Contactor provides 50% prepayment cost for the services.
- 4.2. Executor' services are not subject to VAT in compliance with Art. 346.11 of chapter 26.2 of the Tax Code of the Russian Federation.
- 4.3. Obligations for payment shall be deemed fulfilled from the date of transfer of the full amount of the cost of the services to the Executors bank account.

Article 5. Reports of the Executor

- 5.1. Not later than within 5 (five) working days from the moment of execution of the relevant commission the Executor shall hand over under the Acceptance Certificate everything created under such commission.
- 5.2. The Contractor shall within five working days sign the Certificate by sending one copy to the Executor or within the same term submit to the Executor reasoned objections to accept the Report and the Certificate. If no approved Report and Certificate or objections to the report are received by the Executor within the fixed period of time, the Executor's Report shall be deemed approved without objections and the commission executed by the Executor pursuant to the terms hereof.

Article 6. Parties' liability. Indemnification.

- 6.1. For non-execution or unduly execution hereof the Parties shall bear liability pursuant to the current legislation of the Russian Federation and the terms hereof.
- 6.2. In case works/services submitted by the Executor hereunder in the Contractor's opinion do not comply with the Annex, where the works are listed, the Contractor shall within 5 working days

- send a substantiated objection to the Executor, following the same the Executor shall ensure completion of additional works within the reasonable term stipulated by the parties.
- 6.3. The Executor shall be entitled to deny completion of additional works in case of unsubstantiated objection of the Contractor to approve the works. Valid objections are considered requirements approved in the Annex / Technical order hereto.
- 6.4. Neither Party shall bear liability for non-execution of its obligations in whole or in part, if such non-execution is a consequence of circumstances of insuperable force such as flood, fire, earthquake or other Acts of God, war or warfare, strikes and acts of governments and state services, which prevent the parties from executing obligations stipulated hereunder.
- 6.5. If any of the above circumstances directly affect timely execution of obligations hereunder, the term of execution thereof shall be extended for the period in the course whereof execution of the same having been rendered impossible due to circumstances of insuperable force.
- 6.6. In case of occurrence of circumstances of insuperable force, the Party unable to execute its obligations shall within 5 (five) working days following occurrence of the relevant circumstances notify the other Party in writing of occurrence, estimated duration and termination of such circumstances. Duration of circumstances of insuperable force shall commence from the moment of notification.

Article 7. Agreement term. Termination

- 7.1. This Agreement shall come into force from the moment of its signing and shall be valid within one (1) year but in any case until complete fulfillment of obligations hereunder by the Parties. Agreement term may be extended for another year as agreed by the Parties in writing.
- 7.2. The Agreement may be terminated early based on the grounds of the current Russian legislation.

Article 8. Applicable law and dispute settlement

- 8.1. This Agreement, procedure for execution thereof as well as disputes arising out of this Agreement shall be governed by the Russian law.
- 8.2. All disputes under this Agreement including disputes of its validity, conclusion, amendment and termination, rejection and execution thereof which the Parties failed to settle

by way of negotiations shall be submitted for resolution by the Arbitration court of Moscow.

Article 9. Information use

9.1. Any information submitted by the Contractor to the Executor identified as having restricted use or having other tangible designation of title as well as oral information, the Executor having been made aware of confidential nature hereof, to be transferred to the Executor in compliance herewith or in the course of its being prepared for execution (hereinafter - the "Information") shall be the Contractor's property.

9.2. In the absence of a written approval of the Contractor such Information shall: (i) be kept secret by the Executor and used only for purposes stipulated herein; (ii) be not subject to duplication or reproduction in whole or in part except for cases stipulated herein;

9.3. The above restrictions shall not refer to any part of Information which: was known to the Executor without any non-disclosure obligations; is available to the public or known within the field not through any violation by the Executor of its obligations; or developed by the Executor to the fullest extent and by its own efforts. Neither party shall disclose the terms hereof without prior written consent of the other party.

Article 10. Miscellaneous provisions

10.1. This Agreement and Additional agreements thereto shall include all the Parties' undertakings as regards the subject hereof and shall supersede all prior written or oral negotiations between the same. Amendments hereto shall be valid only if they are executed in writing and signed by the Parties hereto.

10.2. Neither rights, nor liabilities of the Executor due to completion of works and/or rendering services hereunder shall be assigned or transferred without prior written consent of the Contractor.

10.3. Invalidity of one or several provisions hereof shall not affect or limit validity of the remaining provisions hereof provided that the Parties shall make all efforts to replace such provision by new provisions compliant with the current Russian legislation.

10.4. Copyrights and associated rights to concepts, design, texts and other promo materials developed upon instruction and order of the Contractor hereunder (hereinafter – the "Work Product") which the Contractor accepted and paid shall transfer to the Contractor upon execution of the Acceptance certificate by the Parties under the relevant Additional Agreement subject to full payment thereof.

In particular, unless otherwise stipulated in the Additional Agreement, the Contractor shall be granted the following rights subject to the terms as follows:

to reproduce the work product (right to reproduction);

to distribute copies of the Work Product in any way:

to sell, to rent out etc. (right to distribution);

to import copies of the Work Product for the purposes of distribution (right to import);

to publicly display the Work Product (right to public display);

to adapt and otherwise alter the Work Product (right to alter).

and to exercise other rights in compliance with the current Russian legislation on copyright and associated rights.

The Contractor shall be entitled to prohibit such use of the Work Product by other persons.

Exclusive rights for use of the Work Product shall be granted for an indefinite term without limitation as to the territory of use, unless otherwise stipulated by the Additional agreements.

Thereat, the Executor shall be entitled to use the Work Products solely for its own presentation purposes (including in its presentation materials, portfolio, at contests and festivals). Use of the Work Product for other purposes is permitted to the Executor solely with the written consent of the Contractor.

The Executor shall warrant that all the rights granted hereunder shall be free and clear of third-party rights and shall not infringe such right.

10.5. This Agreement is signed in two counterparts in the Russian and English language, each of them being deemed original. Each Party shall receive one signed original to be kept with its records.

Article 11. Legal addresses and bank details of the parties:

The Client:

The Executor:
LLC ESH GRUPPA

Signatures:

Client:

Executor:

(-----)

(Kozhanov Valerii Aleksandrovitch)
General Director

Article 1. Subject of Agreement

- 1.1. The Executor shall for a stipulated consideration create and develop production of design for the Contractor as well as to render other services in sphere of design, stated in Annexes/Supplements and Technical orders to the Present Contract (hereinafter referred to as the “Annexes”).
- 1.2. This Agreement shall stipulate the general terms for the Executor to execute the Contractor’s orders. Unless otherwise agreed by the Parties in writing, services rendered by the Executor hereunder shall be initiated by the Contractor and executed in writing in Annexes to the present Agreement. For each such commission (or simultaneously for several commissions) the Parties sign an Additional agreement hereto stipulating for:
 - 1.2.1.
 - 1.2.2. the type of works to be executed hereunder, requirements to the same (such type and requirements may be stipulated by a separate document – brief or technical assignment);
 - 1.2.3. the description of original information submitted by the Contractor and the terms for submission thereof;
 - 1.2.4. the description of work criteria (work product) and/or technical requirements to the work product (for instance, non-legible form, electronic resolution, image size);
 - 1.2.5. the terms for execution of commissions and specific works including each milestone, if the works are divided into milestones; terms for completion of milestones may be specified in a separate milestone schedule (timing);
 - 1.2.6. the price of works executed directly by the Executor and in the commission for purchase of works/services from third parties – a cash amount for making a transaction (price of third-party works/services), an Executor fee;
 - 1.2.7. other terms deemed to be material by at least one Party.
- 1.3. Unless otherwise specified in the Annex to this Agreement, the following services are not included in the scope and should be paid separately: color correction, infographics design, work of illustrator and artist, 2D and 3D graphics creation, text editing and proofing, photo shooting, video production, brandbook design and make-up.
- 1.4. Obligations related to execution of a particular commission of the Contractor shall arise for the Executor from the moment both parties sign the applicable Additional agreement, wherein the Parties agree to all material terms of execution thereof.
- 1.5. Obligations of the Executor shall be deemed executed to the fullest extent from the moment of signing by the Contractor of the Services Acceptance Certificate.

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- 2.1. To execute its obligations under the Present Agreement the Executor may engage third parties at the expense of cash funds allocated by the Contractor for the given commission, staying liable to the Contractor for execution of obligations assumed under the commission as well as to honor confidentiality of information handed over by the Contractor to the Executor.
- 2.2. The Executor shall execute the Contractor’s orders complying with quality standards and within the term specified in the applicable Additional agreement hereto.
- 2.3. In case of delay of the Contractor information / materials / resources to perform its obligations under the Annex to this Agreement, the term of the provision of services by the Executor moves a reasonable time delay. This shift in terms also apply to cases of late approval of layouts Contactor or Service in stages of work. if the Annex provides rendering services in stages and the work on the next stage can’t be done unless the previous is approved.
If the above-mentioned delay lasts more than thirty (30) calendar days, the Executor is entitled to demand and the Contractor is obliged to pay the the full cost of services for the appropriate Annex, due to the fact that the failure to provide services has become impossible due to the Contactors behavior, Executor planned working time to perform his commission and had a simple staff involved in the project.

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- 3.5. The Contractor shall accept everything executed by the Executor in compliance with the terms hereof.
- 3.6. The Contractor shall timely and to the fullest extent provide for payment hereunder.

Article 4. Financial terms

- 4.1. Unless otherwise specified in the Annex to this Agreement, the Contractor provides 30% advance payment for the services.
- 4.2. Obligations for payment shall be deemed fulfilled from the date of transfer of the full amount of the cost of the services to the Executor's bank account.

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- 5.1. Not later than within 5 (five) working days from the moment of execution of the relevant commission, the Executor shall hand over, under the Acceptance Certificate, everything created under such commission.
- 5.2. The Contractor shall within 5 (five) working days sign the Certificate by sending one copy to the Executor or within the same term submit to the Executor reasoned objections to accept the Report and the Certificate. If no approved Report and Certificate or objections to the report are received by the Executor within the fixed period of time, the Executor's Report shall be deemed approved without objections and the commission executed by the Executor pursuant to the terms hereof.

Article 6. Parties' liability. Indemnification.

- 6.1. For non-execution or unduly execution hereof the Parties shall bear liability pursuant to the current legislation of the Armenia Republic, Russian Federation and the terms hereof.
- 6.2. In case works/services submitted by the Executor hereunder in the Contractor's opinion do not comply with the Annex, where the works are listed, the Contractor shall within 5 (five) working days send a substantiated objection to the Executor, following the same the Executor shall ensure completion of additional works within the reasonable term stipulated by the parties.
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- 6.5. If any of the above circumstances directly affect timely execution of obligations hereunder, the term of execution thereof shall be extended for the period in the course whereof execution of the same having been rendered impossible due to circumstances of insuperable force.
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- 8.2. All disputes under this Agreement including disputes of its validity, conclusion, amendment and termination, rejection and execution thereof which the Parties failed to settle by way of negotiations shall be submitted for resolution by the Arbitration court of Moscow.

Article 9. Information use

- 9.1. Any information submitted by the Contractor to the Executor identified as having restricted use or having other tangible designation of title as well as oral information, the Executor having been made aware of confidential nature hereof, to be transferred to the Executor in compliance herewith or in the course of its being prepared for execution (hereinafter - the "Information") shall be the Contractor's property.
- 9.2. In the absence of a written approval of the Contractor such Information shall: (i) be kept secret by the Executor and used only for purposes stipulated herein; (ii) be not subject to duplication or reproduction in whole or in part except for cases stipulated herein;
- 9.3. The above restrictions shall not refer to any part of Information which: was known to the Executor without any non-disclosure obligations; is available to the public or known within the field not through any violation by the Executor of its obligations; or developed by the Executor to the fullest extent and by its own efforts. Neither party shall disclose the terms hereof without prior written consent of the other party.

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- 10.1. This Agreement and Additional agreements thereto shall include all the Parties' undertakings as regards the subject hereof and shall supersede all prior written or oral negotiations between the same. Amendments hereto shall be valid only if they are executed in writing and signed by the Parties hereto.
- 10.2. Neither rights, nor liabilities of the Executor due to completion of works and/or rendering services hereunder shall be assigned or transferred without prior written consent of the Contractor.
- 10.3. Invalidity of one or several provisions hereof shall not affect or limit validity of the remaining provisions hereof provided that the Parties shall make all efforts to replace such provision by new provisions compliant with the current Russian legislation.
- 10.4. Copyrights and associated rights to concepts, design, texts and other promo materials developed upon instruction and order of the Contractor hereunder (hereinafter – the "Work Product") which the Contractor accepted and paid shall transfer to the Contractor upon execution of the Acceptance certificate by the Parties under the relevant Additional Agreement subject to full payment thereof.
In particular, unless otherwise stipulated in the Additional Agreement, the Contractor shall be granted the following rights subject to the terms as follows:
- 10.5. to reproduce the work product (right to reproduction);
- 10.6. to distribute copies of the Work Product in any way: to sell, to rent out etc. (right to distribution);
- 10.7. to import copies of the Work Product for the purposes of distribution (right to import);
- 10.8. to publicly display the Work Product (right to public display);
- 10.9. to adapt and otherwise alter the Work Product (right to alter).
- 10.10. and to exercise other rights in compliance with the current Russian legislation on copyright and associated rights.
The Contractor shall be entitled to prohibit such use of the Work Product by other persons.
Exclusive rights for use of the Work Product shall be granted for an indefinite term without limitation as to the territory of use, unless otherwise stipulated by the Additional agreements.
- 10.11. Thereat, the Executor shall be entitled to use the Work Products solely for its own presentation purposes (including in its presentation materials, portfolio, at contests and festivals). Use of the Work Product for other purposes is permitted to the Executor solely with the written consent of the Contractor.

- 10.12. The Executor shall warrant that all the rights granted hereunder shall be free and clear of third-party rights and shall not infringe such right.
- 10.13. 10.5. This Agreement is signed in two counterparts in the Russian and English language, each of them being deemed original. Each Party shall receive one signed original to be kept with its records.

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General Director