

AGREEMENT # DEV/35

Kyiv city

May 22, 2018

Public Institution EKOAGROS (hereinafter referred to as the "CLIENT"), in person of Deputy Director Mr. Mindaugas Simkunas, acting in accordance with the job description approved by order of the Director of the Public Institution "Ekoagros" No. V-67 dated 2018-05-22, on the one hand, and **SYTNYCHENKO T. A., Individual – entrepreneur** (hereinafter referred to as the "CONTRACTOR") have signed this Agreement on the following:

1. Subject matter of the Agreement

The Client shall order and the Contractor shall undertake to make design project, artwork, installation and dismantling of the stand of 6 (six) sq. m area at the XXX-th International Agroindustrial Exhibition AGRO-2018 (hereinafter referred to as the Exhibition) to be held on June 6-9, 2018 at the territory of the National Complex "Expocenter of Ukraine" (VDNH) at the address: 1, Akad. Hlushkov ave., Kyiv, in the scope and upon the conditions stipulated by the Agreement.

2. Obligations of the Contractor

- 2.1. In line with the Agreement the Contractor shall:
- 2.1.1. Prepare (develop) a stand design project and submit it to the Client by May 18, 2018.
 - 2.1.2. Agree upon the stand design project with the Client by May 23, 2018.
 - 2.1.3. Perform the work on the stand installation and artwork by June 5, 2018 INCLUSIVE in line with the stand design project.
 - 2.1.4. Before the Exhibition opening, hand over the installed and finalized stand as well as transfer the Contractor's exhibition equipment in temporary use for the Exhibition period.
 - 2.1.5. Ensure reliable and faultless functioning of the stand components and systems installed and connected by the Contractor.
 - 2.1.6. Upon the Exhibition closing, accept from the Client the equipment transferred to him by the Contractor for the Exhibition period.
 - 2.1.7. Dismantle the stand after the Exhibition closing.

3. Obligations of the Client

- 3.1. In line with the Agreement the Client shall:
- 3.1.1. Before May 15, 2018 provide the Contractor with: a completed questionnaire for the stand installation per the format established by the Contractor; topic-based exposition plan of the stand; the list of exhibits for display and a set of the Client's corporate style designs.
 - 3.1.2. Before May 23, 2018 coordinate with the Contractor the stand design project and approve it by the signature and seal of the Client or his authorized person, electronic communication means (e-mail, fax). The Parties agree that the stand design-project approved and transferred this way shall be legally binding without further compulsory submission of the original.
 - 3.1.3. Accept from the Contractor the Contractor's exhibition equipment for temporary use during the Exhibition period.
 - 3.1.4. Use the exhibition equipment according to its purpose, maintain it in proper condition preventing breakage, damage or loss.
 - 3.1.5. Upon the Exhibition closing, return to the Contractor the exhibition equipment transferred earlier in temporary use for the Exhibition period.
 - 3.1.6. Accept the scope of work performed within this Agreement by the Contractor and pay money in the procedure and amount specified in clause 4 of the Agreement.

4. Cost of Work and Settlement Procedure

- 4.1. The cost of work under this Agreement shall be 726 (seven hundred twenty six) EUR (amount in 23.232 UAH, exchange rate 32 UAH/ 1 EUR) (hereinafter referred to as the "Total Cost of Work").
- 4.2. Before and including May 25, 2018 the Client shall effect full payment for the total cost of work by way of money transfer to the Contractor's account.

5. Miscellaneous

- 5.1. The Client's stand and materials used for its assembly and decoration shall not be transferred to the Client's balance sheet after the Exhibition closing and the stand dismantling; they shall remain the Contractor's property.
- 5.2. Any claims regarding the stand quality of installation and decoration shall be accepted during the stand delivering and filed under the Acceptance Claim Act signed by the authorized persons from the Client and the Contractor. In case the Client does not submit motivated written comments on the stand quality of assembly and decoration during the above period, the stand shall be considered as installed and decorated in line with the design project approved by the Client and the Client shall have no claims to the Contractor.

6. Liabilities of the Parties

- 6.1. In case the Contractor misses the deadline for the work fulfillment stipulated in clause 2.1.4 hereof, which was fixed by the Parties in the Claim Act in line with clause 5.2, the Contractor shall pay a fine of 0.5 percent of the Total Cost of Work for each hour of such delay during the Exhibition operation (according to the regulations) in favor of the Client.
- 6.2. Failure to pay or violation of payment deadline specified in clause 4.2. hereof shall be the ground for charging a fine from the Client in favor of the Contractor in the amount of the NBU double discount rate in force during the relevant period from the unpaid amount for each day of the payment delay.
- 6.3. In case of non-fulfillment by the Client of clause 3.1.4. hereof resulted in breakage, damage or loss of the exhibition equipment transmitted for temporary use by the Contractor to the Client, the Client shall refund to the Contractor the value of the broken, damaged or lost exhibition equipment not later than 7 (seven) calendar days from the date of the Exhibition closing.
- 6.4. In addition to the liquidated damage stipulated by this Article (fine and/or penalty), the Party failing fulfill or improperly fulfilling its obligations under the Agreement shall reimburse in favor of the other Party for the losses caused by such non-fulfillment or improper fulfillment of its obligations, unless it proves that these damages are caused through no fault of his own. Determining the amount of damages and the procedure for their recovery shall be regulated by the legislation of Ukraine.

7. Force-majeure

- 7.1. In the event of force majeure, such as: natural disasters, war, military actions (irrespective of the fact of war declaration), armed invasion of foreign troops, insurrection, revolution, overthrow, coup, riot, military rule or power usurpation, civil war, strike, restrictive measures of the Government of Ukraine, etc. recognized as the force majeure circumstances arisen after the Agreement conclusion and which the Parties could not foresee and prevent by reasonable measures, and in the event such circumstances resulted in impossibility for the Parties to fulfill their obligations under the Agreement, the period of the obligation fulfillment shall be suspended in accordance with the time during which such circumstances will apply, but no longer than thirty (30) calendar days.
- 7.2. If such circumstances last over thirty (30) calendar days, each of the Parties shall have the right to refuse fulfilling the obligations under the Agreement. In such cases, neither of the Parties shall be liable, and the advance amount paid shall be returned by the Contractor to the Client within three (3) banking days after expiration of thirty (30) calendar days from the moment of force majeure occurrence.

8. Dispute Resolution

- 8.1. Any disputes arising in connection with execution and/or interpretation of this Agreement, in case of impossibility to resolve them by negotiation, shall be subject to judicial jurisdiction at the law enforcement authorities of Ukraine in line with the court competence and jurisdiction.

9. Final Provisions

- 9.1. All annexes, deeds and other documents drawn up in the framework of this Agreement, signed by the Parties or by their authorized persons and sealed shall form an integral part thereof.
- 9.2. This Agreement shall be regulated and interpreted in accordance with the legislation of Ukraine.
- 9.3. The Parties agree that the present Agreement and all additions hereto signed and transmitted by the electronic means (fax, e-mail, etc.) to the phone/fax and/or e-mail numbers of the Parties stipulated in this Agreement shall be legally valid (Art. 181 of the Commercial Code of Ukraine) subject to further exchange of original documents within 30 (thirty) calendar days from the date of the Agreement signing.
- 9.4. Any amendments and/or addenda to this Agreement shall be made in writing and also duly signed by the Parties.
- 9.5. The Parties determine the term for approval and signing the documents under this Agreement to be 20 (twenty) calendar days from the date of submission the documents to the Party for their approval and signing.
- 9.6. The Agreement shall enter into force from the moment of its signing by the Parties and shall be valid until June 12, 2018, but in any case until the Parties fully fulfill their obligations hereunder.
- 9.7. The Parties shall immediately inform each other in writing of all the changes in the legal form, address, bank and other details.

9.8. Unilateral refusal to perform the obligations under the Agreement shall not be accepted, except for the cases expressly stipulated in this Agreement.

9.9. In accordance with the Law of Ukraine "On Protection of Personal Data" in order to ensure implementation of administrative-legal and tax relations, the relations in the field of accounting and statistics, as well as to ensure implementation of other relations stipulated by the legislation, the Parties agree that their personal data disclosed to the Parties in connection with this Agreement conclusion shall be included in the personal databases of the Parties. By signing this Agreement the Parties confirm that they have been notified about their rights in accordance with Article 8 of the Law of Ukraine "On Protection of Personal Data". The Party shall use personal data only in the framework of this Agreement implementation.

9.10 In witness thereof the Parties hereto have executed this Agreement in two copies:

For and on behalf of the Client:
Public Institution EKOAGROS
Actual and legal address: K.Donelaicio str.33,
44240, Kaunas, Lithuania
Code: 259925770
VAT number: LT599257716
Acc.: LT767044060006622957
in bank: AB SEB bank
SWIFT: CBVILT2X
Phone: +370 37 20 31 81
Mobile: +370 61 84 41 41

Deputy Director
SIMKUNAS



For and on behalf of the Contractor:
Individual –entrepreneur SYTNYCHENKO T. A
Post address: 19A, Petrovskogo Str., Gatne v., Kyiv
region, 08160, Ukraine
Code 2188207327,
Account: 26000011124554 ,
Beneficiary's bank: JSC KREDOBANK, Bank
address: Lviv, Ukraine
SWIFT code: WUCBUA2X
Correspondent bank: KBC Bank N. V., Brussels,
Belgium
SWIFT code: KREDBE33
Mobile: +38 (066) 300 40 40

LE-B SYTNYCHENKO T.A

