

Contract for legal / attorney services No. \_\_\_\_\_ Georgia \_\_ \_\_\_\_, 20--.

----- Systems, represented by -----, hereinafter referred to as “Customer”, on the one hand, and Lawyer Guram Kontuadze, hereinafter referred to as “the Executor”, on the other hand, hereinafter individually and collectively referred to respectively as “the Party” and “the Parties”, have concluded this Contract as follows:

1. object of this contract

1.1. The Customer shall order and the Executor shall undertake to provide services in respect of legal consulting under the Technical Assignment (Appendix No.2) which is an inalienable part of this Contract.

1.2. Periods (stages) of the performance of work (provision of services) shall be determined in the Technical Assignment.

2. obligations of the parties

2.1. The Customer shall be obliged:

- a) to pay for the work performed by the Executor under the terms and conditions of this Contract;
- b) to provide timely all necessary information pertaining to the performance of task to the Executor;
- c) if necessary, to provide facilities for the performance of task.

2.2. The Executor shall be obliged:

- a) to perform work under the Technical Assignment;
- b) upon performance of work, to use legal and impartial methods and means;
- c) to perform work in the full volume, in accordance with the procedure and within the period determined in this Contract and the Technical Assignment.

3. Procedure of work

3.1. The Executor shall perform work under the Technical Assignment of the Customer.

3.2. The Executor may engage any third persons for the performance of work under this Contract, however, subject to terms and conditions of keeping the business secret (confidential information) as provided for in this Contract. Approval or notification of the Customer of engagement of any third persons is not required.

3.3. Upon completion of work and within the period fixed in the Technical Assignment, the Executor shall be obliged to give the Report on the performed work and the Delivery-Acceptance Act with the list of the performed work to the Customer for signing.

3.4. If the Customer within 10 (ten) days of the date of receipt of the Report and Act does not give the signed Act or raise no argued objection, the performed work shall be deemed accepted.

3.5. Objections of the Customer to the Report shall be argued and include specific references to non-conformity of work to the results specified in the assignment. In such a case, the Parties shall promptly agree on terms in respect of settlement of the claim.

3.6. Any work under this Contract not specified in the Technical Assignments shall be determined in a supplementary agreement.

#### 4. cost of work and procedure for payment

4.1. Cost of and form of payment for the performed work shall be determined by the Parties in the Protocol on Cost of Work Agreement (Appendix No.1), which is an inalienable part of this Contract.

4.2. Payment for work shall be made by the Customer within 10 (ten) calendar days after signing of the Delivery-Acceptance Act on the basis of the issued invoices by transfer of funds to the settlement account of the Executor.

4.3. The Executor shall provide an invoice to the Customer within 15 days after signing of the Delivery-Acceptance Act.

4.4. In the event that the Customer unlawfully refuses to sign the Delivery-Acceptance Act, time for payment under this Act shall be the day following the date on which the Delivery-Acceptance Act should have been signed.

4.5. After signing this Contract, the Customer shall make an advance payment to the Executor in the amount specified in the respective Technical Assignment.

#### 5. confidentiality

5.1. The Executor shall be obliged not to use any information obtained under this Contract for the purposes directly or indirectly causing damage to the Customer and/or for gaining any advantages or benefits within the term of this Contract.

5.2. The confidential information shall not comprise any information classified by the existing legislation as public information and disclosure of which is a liability of the Customer.

5.3. The Parties shall bear responsibility for the losses incurred in the result of the disclosure of any confidential information in accordance with the laws of the Russian Federation in force.

#### 6. force majeure

6.1. Neither Party shall be liable for failure to perform any of its obligations in whole or in part, when non-performance is a direct consequence of any circumstances of irresistible (force majeure) nature, which are beyond the reasonable control of the Parties and occurred after conclusion of this Contract.

6.2. Under this Contract, force majeure shall include: hostilities, strikes, fires, floods, earthquakes and other Acts of God.

6.3. In such a case, the period for the performance of obligations under this Contract shall be extended accordingly for the period during which such circumstances and their consequences take place. Any Party which is unable to perform any of its obligations under this Contract shall promptly give written notice to the other Party specifying the occurrence, expected period of duration and the end of the aforesaid circumstances. If any Party is unable in whole or in part to perform its obligations within the

period exceeding 3 months, the Executor shall have the right to terminate this Contract in whole or in part without any liability to compensate for any possible losses (including any costs) of the Customer.

#### 7. early termination of this contract

7.1. This Contract may be terminated on the initiative of the Customer in the following cases:

- a) if the Executor discloses any confidential information;
- b) in any other cases specified in the laws of the Russian Federation in force.

7.2. This Contract may be terminated on the initiative of the Executor in the following cases:

- a) if the Customer does not carry out its obligations in respect of payment for the performed work;
- b) if the Customer does not provide information necessary for the performance by the Executor of its obligations under this Contract;
- c) if the Customer provides any facilities prevented the Executor from performance of its obligations undertaken under this Contract;
- d) in any other cases specified in the laws of the Russian Federation in force.

7.3. The Party which initiated the termination of this Contract shall give notice to the other Party of the cessation of work at least 5 (five) business days prior to the expected date of such cessation.

7.4. Upon receipt of notice of termination of this Contract by any Party, the Executor has no right to continue any work under this Contract and the Customer has no right to demand the continuation of work.

- a) in such a case, the Executor shall prepare the Report on the performed work and results of the taken measures, as well as shall calculate the remuneration due to it for the actually performed work.
- б) on the basis of the Report provided by the Executor the Parties shall determine the cost of the performed work and make final settlement within 5 (five) business days after signing of the respective document stating the termination of this Contract and determining the cost of work performed by the Executor.

#### 8.

##### other terms and conditions

8.1. Any rights to use the results of work under this Contract in any form shall belong to the Customer, the Executor may transfer the results of work to any third party only with the consent of the Customer.

8.2. This Contract shall be deemed concluded and shall come into effect from the moment of receipt by the Executor of the relevant advance payment, and shall be valid until full performance by the Parties of their obligations under this Contract. In case of its termination, this Contract shall continue in force in part of not performed obligations until full and proper performance of such obligations by the Parties.

8.3. In all other cases not specified in this Contract the Parties shall be governed by the provisions and rules of the laws of the Russian Federation in force.

8.4. This Contract is drawn up in two copies, in two languages (in Russian and English), each copy for each Party, both copies have equal legal force. In case of any discrepancy in interpretation, the Russian version of this Contract shall prevail.

8.5. All attachment to this Contract are its inalienable parts.

8.6. All disputes in connection with this Contract shall be settled by negotiations.

8.7. If the Parties are unable to settle any disputes by negotiations, such disputes shall be settled by the City Court in the city of Tbilisi. The governing law shall be the law of the Georgia.

Attachment No. 1

to LEGAL SERVICES CONTRACT

No. \_\_ dated \_\_ \_\_\_\_, 20--.

Protocol No. 1

on cost of legal agreement

1) advance payment (monthly payment in the amount of -----),

2) Payment of the bonus for the Executor in the amount of 10% of the sums assessed for recovery of debts in favor of the Customer

Sums, paid to the Executor as an advance payment will be deducted from the sum of the bonus.

Form of payment: payment shall be made by the cashless transfer of funds to the settlement account of the Executor in EUR

Time of payment within 10 (ten) calendar days from the moment of issue of the invoice for payment after signing of the Delivery-Acceptance Act.