

ENGLISH TRANSLATION / FOR REFERENCE

Zemlya Plus Radio Services Agreement

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Source: dogovor-na-okazanie-uslug-radiostancii.pdf (5 pages). Original numbering, references, amounts and uncompleted fields are retained; obvious omissions in the source are identified in brackets.

_____, hereinafter referred to as the Customer, represented by _____, acting on the basis of _____, on the one hand, and

Sole Proprietor Sergey Nikolaevich Lyamin, hereinafter referred to as the Contractor, acting on the basis of State Registration Certificate No. 318527500018337 dated 12 February 2018, issued by Interdistrict Inspectorate No. 15 of the Federal Tax Service for the Nizhny Novgorod Region, on the other hand,

jointly referred to as the Parties and individually as a Party,

have entered into this agreement for the provision of services for a fee (hereinafter the Agreement) as follows:

1. Subject matter of the Agreement

1.1. Under the terms of the Agreement, the Contractor undertakes, at the Customer's request, to provide the advertising services (hereinafter the Services) specified in the List of Services (Appendix No. _____ to the Agreement), and the Customer undertakes to pay for the Services. Appendix No. _____ forms an integral part of the Agreement.

1.2. The subject of the Services is the Zemlya Plus Internet radio station.

1.3. The Contractor undertakes to provide the Services personally.

1.1. 1.4. Place of service provision: <https://eaplfm.com/> , <https://eaplfm.ru/> , <https://play.eaplfm.com/> , <https://play.eaplfm.ru/>

2. Term of the Agreement

2.1. The Agreement enters into force on the date of its signing by the Parties and remains in force indefinitely for as long as the service remains active.

3. Service period

3.1. Provision of the Services begins on the date of signing the "Agreement"; provision of the service ends after the service end date.

4. Rights and obligations of the Parties

4.1. The Customer undertakes to:

- 4.1.1. Pay for the Services in the amounts and within the time limits specified in the Agreement.
- 4.1.2. Provide the Contractor in a timely manner with all information and documentation necessary to provide the Services.
- 4.1.3. Accept the Services provided in accordance with the terms of the Agreement.
- 4.1.4. Not disclose to third parties any information received from the Contractor in connection with the provision of the Services, or use it in any other way that could harm the Contractor's interests.

4.2. The Contractor undertakes to:

- 4.2.1. Provide the Services properly and on time in accordance with the terms of the Agreement.
- 4.2.2. Deliver the Services to the Customer in accordance with the terms of the Agreement.
- 4.2.3. Not disclose or show the Customer's documentation held by the Contractor to third parties.
- 4.2.4. Restore, at the Contractor's own expense, any original documents received from the Customer that are lost.

4.3. The Customer is entitled to:

- 4.3.1. Monitor the provision of the Services without interfering in the Contractor's activities.
- 4.3.2. Obtain oral and written explanations from the Contractor concerning the provision of the Services no later than 2 working days after the relevant request is made.
- 4.3.3. Withdraw from the Agreement, provided that the Contractor is paid the expenses actually incurred in providing the Services.

4.4. The Contractor is entitled to:

- 4.4.1. Independently determine the forms and methods of providing the Services based on legal requirements and the specific terms of the Agreement.
- 4.4.2. Refuse to accept advertising materials whose content and/or design, in the Contractor's opinion, do not meet moral and ethical standards, are contrary to the law or conflict with the Contractor's commercial interests.
- 4.4.3. Obtain from third parties, upon written request, information necessary to provide the Services.
- 4.4.4. Independently determine the team of specialists providing the Services.
- 4.4.5. Demand payment for the Services provided.
- 4.4.6. Withdraw from the Agreement, provided that the Customer's losses are compensated in full in the manner specified in clause 9.4.2 of the Agreement.
- 4.4.7. Obtain from the Customer any information necessary to fulfil the Contractor's obligations under the Agreement. If the Customer fails to provide information or provides incomplete or incorrect information, the Contractor may suspend performance of its obligations under the Agreement until the necessary information is provided.

5. Delivery and acceptance of the Services

5.1. Within 3 working days after completion of the Services, the Contractor shall provide the Customer with the following documents, by hand delivery or registered mail at the Contractor's discretion:

A report on the Services provided — 1 (one) copy;

A certificate of delivery and acceptance of the Services provided (hereinafter the Acceptance Certificate) — 2 (two) copies.

5.2. Within 5 working days of receiving all the documents specified in clause 5.1 of the Agreement, duly completed, the Customer shall either accept the services specified in the Acceptance Certificate by signing it or send the Contractor reasoned written objections to it.

5.3. The Parties agree that if, within 5 working days of receiving the documents specified in clause 5.1 of the Agreement, the Customer has not delivered reasoned written objections to the Acceptance Certificate to the Contractor by hand or registered mail, at the Customer's discretion, the Acceptance Certificate shall be deemed signed by the Customer and the Services specified in it shall be deemed accepted by the Customer.

5.4. The Contractor shall remedy deficiencies within 5 working days of receiving the Customer's reasoned written objections referred to in clause 5.2 of the Agreement.

5.5. The Services shall be considered duly provided by the Contractor upon signature of the Acceptance Certificate by the Parties, but only if the Contractor has delivered all documents specified in clause 5.1 of the Agreement.

6. Cost of the Services

6.1. The cost of the Services under the Agreement depends on the tariff plan, in roubles (zero kopecks). VAT does not apply.

6.2. The cost of the Services includes the Contractor's expenses associated with providing the Services.

7. Payment procedure

7.1. Payment for the Services under the Agreement shall be made as follows:

- An advance payment by a date that depends on the tariff plan, in an amount that depends on the tariff plan (zero kopecks), in roubles;

- The remaining amount in equal monthly instalments of (zero kopecks) roubles, within 1 banking day after the end of the billing month.

7.2. Payment method under the Agreement: the Customer transfers funds in the currency of the Russian Federation (roubles) to the Contractor's settlement account. The Customer's payment obligations under the Agreement shall be deemed fulfilled on the date the Customer's bank debits the Customer's account.

8. Liability of the Parties

8.1. The Parties shall be liable for failure to perform or improper performance of their obligations under the Agreement in accordance with the Agreement and Russian law.

8.2. Contractual penalties shall be paid only on the basis of a substantiated written demand by a Party.

8.3. Payment of a penalty does not release the Parties from their obligations under the Agreement.

8.4. Customer's liability:

8.4.1. For failure to meet payment deadlines for the Services provided, the Customer shall pay the Contractor a late-payment penalty of 0.01 percent of the total cost of the Services under the Agreement for each day of delay, but no more than 10 percent of the total cost of the Services.

8.4.2. If the Customer fails to perform or improperly performs the obligations specified in clause 4.1.2 of the Agreement, the Customer shall pay the Contractor a fine of _____ for each such occurrence.

8.5. Contractor's liability:

8.5.1. For failure to meet the deadlines for provision of the Services, the Contractor shall pay the Customer a penalty of 0.01 percent of the total cost of the Services under the Agreement for each day of delay, but no more than 10 percent of the total cost of the Services.

8.5.2. If the Contractor fails to perform or improperly performs the obligations specified in clause 1.3 of the Agreement, the Contractor shall pay the Customer a fine of _____ for each such occurrence.

8.5.3. If the Contractor fails to perform or improperly performs its obligations to deliver the documents specified in clause 5.1 of the Agreement, the Services shall be considered not delivered to the Customer, and the Contractor, in addition to the penalty specified in clause 8.5.1 of the Agreement, shall pay the Customer a fine of _____ for each such occurrence.

8.5.4. The Contractor is responsible for safeguarding the original documents received from the Customer and, if they are lost, undertakes to restore them at its own expense.

9. Grounds and procedure for termination

9.1. The Agreement may be terminated by agreement of the Parties or unilaterally upon the written demand of either Party on the grounds provided for in the Agreement and by law.

9.2. Unilateral termination of the Agreement shall take place only upon a written demand by a Party, within 30 calendar days after such demand is received by the other Party.

9.3. The Customer may terminate the Agreement unilaterally in the following cases:

9.3.1. The Contractor fails to meet the deadlines for provision of the Services or delays providing the Services under the Agreement by more than 10 working days.

9.3.2. The Contractor breaches the obligations specified in clause 1.13 of the Agreement.

9.3.3. The Contractor is paid the expenses actually incurred in providing the Services.

9.4. The Contractor may terminate the Agreement unilaterally in the following cases:

9.4.1. The Customer fails to meet the deadlines for payment for the Services or delays payment under the Agreement by more than 10 working days.

9.4.2. The Customer's losses are compensated in full.

9.4.3. The Customer repeatedly (2 or more times) breaches the obligations specified in clause 4.1.4 of the Agreement.

10. Resolution of disputes under the Agreement

10.1. A pre-action claims procedure is mandatory. A dispute may be referred to an arbitrazh court after the Parties have taken steps towards out-of-court settlement in _____.

10.2. Disputes arising from the Agreement shall be resolved in court in accordance with the law.

11. Force majeure

11.1. The Parties shall be released from liability for total or partial failure to perform their obligations under the Agreement if such failure results from force majeure, namely fire, flood, earthquake, strike, war, actions of public authorities or other circumstances beyond the Parties' control.

11.2. A Party unable to perform its obligations under the Agreement shall notify the other Party in writing in a timely manner, but no later than 5 calendar days after the occurrence of the force majeure circumstances, providing supporting documents issued by the competent authorities.

11.3. The Parties acknowledge that their insolvency does not constitute force majeure.

12. Miscellaneous

12.1. The Parties have no ancillary oral agreements. The text of the Agreement fully reflects the Parties' actual intentions.

12.2. All correspondence concerning the subject matter of the Agreement that preceded its conclusion ceases to have legal effect as of the date the Agreement is concluded.

12.3. The Parties acknowledge that if any provision of the Agreement becomes invalid during its term due to a change in the law, the remaining provisions shall remain binding on the Parties for the term of the Agreement.

12.4. The Agreement is executed in 2 (two) original copies in Russian, one for each Party.

13. List of appendices

1.1. Appendix No. _____ — List of Services.

1.2. Appendix No. _____ — Certificate of delivery and acceptance of the Services provided (form).

1.3. Appendix No. _____ — Contractor's report (form).

To arrange an agreement, email us at: sales@eaplfm.com

Telephone: +79585822017 (WhatsApp, Telegram), 09:00–18:00 Moscow time.