

## CONTRACT FOR THE PROVISION OF PAID SERVICES No. \_\_\_\_\_

Moscow

«\_\_\_\_» \_\_\_\_\_ 20\_\_\_\_

hereinafter referred to as the "Customer", on the one hand and

Individual Entrepreneur Shchukin Alexander Yuryevich, acting on the basis of the OGRNIP certificate 324774600211805 dated March 29, 2024, hereinafter referred to as the "Contractor", on the other hand,

Jointly referred to as the "Parties", and individually as a "Party", have entered into this agreement (hereinafter referred to as the Agreement) as follows:

### 1. SUBJECT OF THE AGREEMENT

1.1. The Contractor undertakes to provide the services listed in paragraph 1.2 of this Agreement, and the Customer undertakes to pay for the services rendered in the manner and within the timeframes specified in the Agreement.

1.2. The Contractor provides the following services to the Customer:

- Organization of work of marketing and sales departments;
- Competitive analysis, assessment of market prospects of products and services;
- Conducting questionnaires, surveys, assessing the response of the target audience;
- Brand development;
- Development of a portfolio of products and services,
- Development of a unique selling proposition;
- Development of content for digital platforms;
- Planning and implementation of marketing campaigns and events;
- Development of business communication scenarios;
- Development of marketing materials;
- Consulting on the use of information systems and technologies;
- Other services within the Contractor's competence.

1.4 The detailed scope, terms, deadlines, procedures, and results of services provided under the Agreement are established by the Customer's service assignments. The "Service Assignment" form is provided in Appendix No. 1 to the Agreement.

1.5. The fact of provision of services under the "Assignment for the Provision of Services" is confirmed by the signing by the Parties of the Acceptance Certificate for the Services Rendered in the form provided in Appendix No. 2 to the Agreement.

### 2. COST OF SERVICES AND PAYMENT PROCEDURE

2.1. The cost of services under the Agreement is determined in the "Service Assignments" based on the cost of one Contractor employee and the labor intensity of the services provided. VAT is not subject to change due to the Contractor's use of a simplified taxation system.

2.2 The cost of the Contractor's services at the rate agreed upon by the Parties shall be \_\_\_\_\_ rubles per hour. VAT is not subject to taxation due to the Contractor's use of a simplified taxation system.

2. 3. Payment for services rendered by the Contractor under the relevant Customer's Assignment shall be made within 3 (three) business days from the date of signing the Acceptance Certificate for the services rendered by transferring the amount determined in accordance with paragraph 2.1 of the Agreement to the Contractor's bank account. The banking details of the Parties are specified in Section 12 of the Agreement.

2.4. The date of payment is considered to be the date of debiting funds from the Customer's bank account.

### **3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

3.1. The Contractor undertakes to:

3.1.1. Provide services under the Agreement in full in accordance with Appendix No. 1 (Assignment for the provision of services), which is an integral part of this Agreement, using its own materials and (or) equipment that are necessary for the provision of services.

3.1.2. Not to transfer or communicate to third parties in any form (on paper, on magnetic media, in electronic form, etc.) information about the Customer's software and data, as well as any other indirect information about them, without the written consent of the Customer.

3.1.3. Inform the Customer about the progress of provision of services under the Agreement.

3.1.4. Inform the Customer of expected changes and consequences that may arise for the Customer during or as a result of the provision of services, if such changes and consequences are foreseen by the Contractor.

3.2. The Contractor has the right to:

3.2.1. Refuse to perform the Agreement subject to full compensation for losses to the Customer.

3.3.2. Independently determine the sequence of provision of services according to the Customer's Order.

3.3. The Customer undertakes to:

3.3.1. Provide the Contractor with all information and documents necessary for the provision of services.

3.3.2. Accept and pay for the services rendered in accordance with the terms of the Agreement.

3.4. The Customer has the right to:

3.4.1. Refuse to perform the Agreement subject to payment of the expenses actually incurred by the Contractor.

### **4. TERMS AND PROCEDURE FOR DELIVERY AND ACCEPTANCE OF SERVICES**

4.1. Services under this Agreement shall be rendered by the Contractor in accordance with the "Service Assignment," the form of which is provided in Appendix No. 1. Services shall be deemed rendered from the date the Customer signs the relevant Services Acceptance Certificate for the services rendered, in the form of Appendix No. 2, and shall be subject to payment in accordance with Section 2 of this Agreement.

4.2. The Contractor, within 5 (five) business days from the date of completion of the provision of services under the Agreement, shall provide the Customer with the Certificate of Acceptance of the Services Rendered (Appendix No. 2) with the attached results of the provision of services (reporting documents and other final materials).

4.3. Within 5 (five) business days of receiving written notice from the Contractor regarding the completion of services under the Agreement and the Client's receipt of the service deliverables, the Client is obligated to verify the Contractor's service deliverables and sign the Service Acceptance Certificate, or provide a reasoned refusal. The reasoned refusal must include a list of discrepancies in the service deliverables in accordance with this Agreement; this list will be sent to the Contractor for rectification.

4.4. If the Contractor agrees with the Customer's reasoned objections regarding the services rendered, the Contractor shall correct the deficiencies without increasing the cost of services within the timeframe agreed upon by the Parties.

4.5. Once the comments noted in the protocol have been addressed, the Parties sign the Services Acceptance Certificate.

## **5. RESPONSIBILITY OF THE PARTIES**

5.1. The Parties shall be liable for failure to perform or improper performance of their obligations under the Agreement in accordance with the legislation of the Russian Federation.

5.2. In case of full or partial delay in payment for services, the Contractor has the right to demand from the Customer payment of a penalty in the amount of 1 (one) percent of the amount not paid on time for each day of delay.

5.3. In the event of a violation of the deadline for the provision of services, the Customer has the right to demand from the Contractor the payment of a penalty in the amount of 1 (one) percent of the cost of services under the Agreement for each day of delay.

5.4. If the Contractor uses data or information provided by the Customer for purposes other than those specified in the Agreement, or transfers said data (information) to third parties without the written consent of the Customer, the Contractor shall pay the Customer a penalty in the amount of 10% (ten percent) of the total cost of services under the Agreement, and shall also compensate for damages in the amount not covered by the penalty.

5.4. Payment of a penalty or fine does not release the Parties from fulfilling their obligations under this Agreement.

## **6. FORCE MAJEURE**

6.1. Neither Party shall be liable for failure to fulfill its obligations under the Agreement on time if such failure is due to force majeure circumstances (hereinafter in this Section, "FMC"), i.e., extraordinary and unforeseen circumstances arising during the term of the Agreement, which the Party affected thereby (hereinafter, the "Affected Party") cannot realistically influence and which it could not realistically foresee (including floods, earthquakes, volcanic eruptions and other natural disasters, wars and military actions, blockades, import or export bans, and changes in legislation). Fires and strikes are recognized as FMC unless they are the result of a culpable and/or negligent action/inaction of the Affected Party and/or persons controlled by it (employees, contractors, consultants, etc.). Failures/interruptions in the operation of the equipment and/or software used by the Affected Party, damage to lines and/or communication facilities are considered emergency situations only if they are caused by natural and/or man-made factors and are not the result of culpable and/or careless actions/inactions of the Affected Party and/or third parties.

6.2. The Affected Party is obligated to promptly, but no later than three (3) calendar days from the occurrence of the PEC, notify the other Party in writing of its occurrence, its expected duration,

and, if possible, provide an assessment of its impact on the performance (including the deadline) of its obligations under the Agreement, except in cases where such notification is impossible due to such circumstances. Upon termination of the PEC, the Affected Party is obligated to notify the other Party within the same timeframe, indicating the expected deadline for fulfilling its obligations under the Agreement.

6.3. The absence or untimely notification of the occurrence of an emergency deprives the Affected Party of the right to be released from liability for failure to fulfill obligations under this Agreement.

6.4. At the request of the other Party, the Affected Party is obliged to provide an official document issued by a competent government agency or organization confirming the occurrence of events that constitute an emergency.

6.5. The occurrence of an emergency extends the period for fulfilling obligations under the Agreement for a period corresponding to the duration of the said circumstances, taking into account a reasonable period for eliminating their consequences, unless the Parties have agreed otherwise.

6.6. If the emergency situation and its consequences continue for more than three (3) months, each Party has the right to unilaterally and extrajudicially demand termination of the Agreement. In this case, each Party has the right to demand from the other Party everything received under the Agreement, if the essence of the Agreement implies or contains a provision stating that the Party is only interested in full performance of the Agreement and has the right to terminate the Agreement if only partial performance is possible.

## **7. CONFIDENTIALITY**

7.1. The contents of the Agreement are confidential information and are not subject to disclosure by the Parties.

7.2 The Contractor undertakes to maintain confidentiality with respect to information transferred by the Customer for the provision of Services, factual information about the Customer that is not publicly available, negotiations and business correspondence of the Parties before and after the conclusion of the Agreement.

7.2. The Parties undertake not to disclose confidential information or use it except for the purpose of fulfilling their obligations under this Agreement. The Party to which confidential information has been provided undertakes to take measures to protect it no less than those it takes to protect its own confidential information.

7.2. A party that has permitted the disclosure of confidential information or failed to comply with other requirements to ensure its confidentiality shall be liable in accordance with the legislation of the Russian Federation.

7.4. Confidential information may be provided to competent government agencies in cases and in the manner stipulated by the current legislation of the Russian Federation, which does not entail liability for its disclosure.

7.5. The obligations of the Parties set out in this section shall be valid for the term of this Agreement and for 3 (three) years after its termination.

## **8. INTELLECTUAL PROPERTY**

8.1. The rights to the results of intellectual activity created by the Contractor during the execution of this Agreement shall be distributed as follows:

8.1.1. The Client has exclusive rights to specific results created directly for the Client and listed in the relevant Service Order, such as the developed brand, texts, design layouts, a unique selling proposition adapted for the Client, and other similar results. These results are provided to the Client for use in any territory and for the entire term of the exclusive rights, without restrictions on the methods of use.

8.1.2. The Contractor retains exclusive rights to all methods, models, techniques, know-how, software, algorithms, templates, standard solutions, and other tools (including modifications and refinements thereof) used or created in the provision of services, regardless of whether they were developed prior to the conclusion of the Agreement or during its execution. The Client does not acquire any rights to the specified tools of the Contractor and may not reproduce, distribute, or use them for any purposes other than those directly arising from the use of the end results listed in paragraph 8.1.1 of this Agreement.

## **9. DISPUTE RESOLUTION PROCEDURE**

9.1. The Parties shall endeavor to resolve all disputes related to the execution (modification or termination) of this Agreement through negotiations.

9.2. In the event of failure to reach agreement through negotiations, the Parties shall settle the disputes specified in clause 9.1. in a pre-trial (claims) manner.

9.3. The claim must be submitted in writing. The claim must set out the applicant's reasoned request.

9.4. The claim is sent to the addressee's location by registered mail with acknowledgment of receipt, or by courier with delivery to the addressee against signature.

9.5. If the claimant receives a refusal to voluntarily satisfy the claims of the other Party, or does not receive a response within 30 calendar days from the date of sending the claim, the claimant has the right to refer the dispute for consideration to the Arbitration Court of Moscow in accordance with the procedure established by the legislation of the Russian Federation.

## **10. AMENDMENT AND TERMINATION OF THE AGREEMENT**

10.1. This Agreement may be amended or terminated by mutual consent of the Parties by signing a bilateral agreement, except in cases where the Agreement expressly provides for the possibility of unilateral amendment. Failure to comply with the written form requirement, as well as the absence of a signature by an authorized representative or the seal of one of the Parties, shall render the agreement to amend or terminate the Agreement invalid.

10.2. This Agreement may be terminated unilaterally and out of court at the initiative of the Customer, provided that the other Party receives written notice of termination no less than 30 days prior to the expected date of termination of the Agreement.

10.4. All mutual settlements between the Parties must be completed within 30 (thirty) calendar days from the date of termination of the Agreement.

10.5. Termination of the Agreement does not release the Parties from the performance of obligations that arose prior to the date of termination.

## **11. OTHER CONDITIONS**

11.1. Upon signing of this Agreement, all preliminary agreements, negotiations and correspondence on matters related to this Agreement shall lose legal force.

11.2. In the event of a change in their addresses (location, postal address) or bank details, each Party is obligated to notify the other Party thereof within 5 (five) calendar days and shall bear the risk of any consequences arising from the other Party's failure to provide such information. Such changes shall take effect for the other Party upon their receipt.

11.3. Any notice, message, or information related to the execution, modification, or termination of this Agreement, unless otherwise expressly provided in this Agreement, shall be sent by the Parties in writing to the location of the other Party by registered mail with acknowledgment of receipt, or by courier with delivery to the addressee against signature, and may also be transmitted by e-mail. Notices, messages, or information transmitted by e-mail shall be deemed delivered upon their dispatch, while those sent by courier or mail shall be deemed delivered upon their receipt by the addressee.

11.4. The rights and obligations of the Parties not expressly provided for in this Agreement shall be determined in accordance with the current legislation of the Russian Federation.

11.5. This Agreement is drawn up and signed in 2 (two) copies, each having equal legal force, one for each Party.

11.6. The following documents are attached to this Agreement and constitute an integral part thereof: Appendix No. 1 "Assignment for the Provision of Services", Appendix No. 2 "Acceptance Certificate for Services".

## 12. DURATION OF THE AGREEMENT

12.1. This Agreement shall enter into force on the date of signing and shall remain in effect until the Parties have fully fulfilled their obligations.

## 13. DETAILS AND SIGNATURES OF THE PARTIES

CUSTOMER

CONTRACTOR

Individual Entrepreneur

Shchukin Alexander Yuryevich

\_\_\_\_\_/ Last name, Initials  
MP

\_\_\_\_\_/ Shchukin A.Yu.  
MP

Appendix No. 1

to Agreement No. \_\_\_\_\_ dated "\_\_\_" \_\_\_\_\_ 20\_\_\_\_

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ASSIGNMENT FOR PROVISION OF SERVICES No. \_\_\_\_\_

1. Subject of the task

This assignment defines the content and results of the provision of services from the list in paragraph 1.2 of the Agreement.

2. Service Specification

No. p/p	Contents of services	Labor intensity, man/hour.	Cost of services, excluding VAT, RUB.
	TOTAL:		

3. Results of service provision:

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4. Terms of service provision

Date of commencement of provision of services: "\_\_\_" \_\_\_\_\_ 20\_\_\_\_

Completion of services: "\_\_\_" \_\_\_\_\_ 20\_\_\_\_

SIGNATURES OF THE PARTIES

CUSTOMER

\_\_\_\_\_/ Last name, Initials

CONTRACTOR

\_\_\_\_\_/ Shchukin A.Yu.

Appendix No. 2

to Agreement No. \_\_\_\_\_ dated " \_\_\_\_ " \_\_\_\_\_ 20\_\_\_\_

ACCEPTANCE AND DELIVERY CERTIFICATE OF SERVICES No. \_\_\_\_\_

Moscow

« \_\_\_\_ » \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_ ,  
hereinafter referred to as \_\_\_\_ "Customer", on the one hand and

Individual Entrepreneur Shchukin Alexander Yuryevich, acting on the basis of the OGRNIP certificate 324774600211805 dated March 29, 2024, hereinafter referred to as the "Contractor", on the other hand,

Jointly referred to as the "Parties", and individually as a "Party", have drawn up this Certificate to confirm that the services under the Assignment for the provision of services No. \_\_\_\_\_ under Agreement No. \_\_\_\_\_ dated " \_\_\_\_ " \_\_\_\_\_ 20\_\_\_\_ were rendered in full, with due quality and within the agreed timeframe.

The Customer confirms that he has received the following results of the provision of services:

\_\_\_\_\_ .  
The cost of services rendered amounted to \_\_\_\_\_ (amount in words) rubles.

The Parties confirm that the services were rendered in accordance with the provisions of this Agreement, and that the Parties have no claims against each other regarding the services rendered.

This Act is drawn up in 2 (two) copies, each having equal legal force, one for each Party.

**SIGNATURES OF THE PARTIES**

CUSTOMER

CONTRACTOR

\_\_\_\_\_/ Last name, Initials

\_\_\_\_\_/ Shchukin A.Yu.