

AOTOBIP Ns 11E-0002632
nipirmay Ha otpopnmnemui BuCTaBicoB010 MICUH

CONTRACT .142 PE-0002632
for a display space design

M. KHIH

27.09.2023

Kyiv

27.09.2023

,ElogipBc niAnpBcmcmo «Ilpem'ep Eicno», (HaAani imeHyerbca "FliApafuix"), B 00061 LtHpeKTopa (DeAopoadi Ternim fleoHiAiaHm, nica Ale Ha niAcTasi CTaTyTy Ta C rinaTinixom rioAaTxy Ha ripm6yTox niAnpmmemcm Ha 3aranbimx ymoaax 3 ORHOCO boxy, ra KomnaHin Department for Business and Trade, Ha,n,ani imeHyeTbca «3amosHmx», B oco6i AmpexTopa PiaHHou Kemncom, ,L610'-10ro Ha niAcTaBi CTaryTy, 3 Apyopo 6oxy, (B noAanburomy pa3om imeHytarbca "CTopoHm", a xo)icHa oxpemo - "Crop°Ha") yxnarim ueri Acirosip niApnAy (HaAani imeiverbca s'Aoroaip") npo HacTynHe:

1. IIPEAMET AOFOBOPY

1.1. 3amoBHHK Aopria otpopmneinin BHCTaBKOBOrO micu,x Ha BHCTaBKy ReBuild Ukraine (14-15 nmcTonaAa 2023 poicy), B nopaAxy Ta Ha ymoaax, BH3HatieHim ubomy gorooapi Ta 3o60B'5ByeTbCA HpHnHATH i O1111aTHTH po6oTy HAOLIO ocpopmneHHH amcraimaoro mien''' (HaAani imeHyeTbca "xonCTpyxuri") 3a aApecolo: Pecny6nixa flonbuta, M. Bapwaaa, Bapuaaobiairt EKCrIO XXI Ijewrp, a rliApaAmix 3o6os'a3ye I beg BHKOHaTH po6oTy 3a 3aaAmilsim 3aMOBHHKa B nopaAxy Ta Ha yMosax, BH3HatieHHX B u,bomy Aoroaopi.

1.2 fliApaAHmic 3o60B'sl3aHHil OCIOpMHTH BHCTaBKOBe mime Taxoro po3mipy 36mace.:

2. LIHA POBIT TA 1101'51):(0K PO3PAXYHKIB

2.1. 14iHa po6iT munoLiae B ce6e niAtuxoAyBaHlin amTpar rliAplunimica Ta nnaTy 3a HMOHally HHM po6oTy i CTaHOBITb **Text Redacted** ueirra 6e3 11,4B.

The Subsidiary "PREMIER EXPO", (hereinafter referred to as the "Contractor"), in the person of its Director Fedorova Tatyana. who acts on the basis of the Statute and is the company income tax payer on a common basis, from the one hand, and The company Department for Business and Trade, hereinafter referred to as "Customer", represented by Director Rhiannon Kempson, acting on the basis of the Charter from the other hand, (hereinafter referred to as the "Parties" when meant together, and when meant separately - as the "Party") have concluded the present Contract (hereinafter referred to as the "Contract") as follows:

1. SUBJECT OF THE CONTRACT

1.1. The Customer commissions with designing a display space for the exhibition ReBuild Ukraine (14-15 November 2023) in the order and on conditions specified in this Contract, and herewith assumes the obligation to accept and pay for work for design of a display space (hereinafter referred to as "Structures") at the address: Warszawskie Centrum EXPO XXI, Pr4dzyriskiego street 12/14, Warsaw, The Republic of Poland, and the Contractor assumes the obligation to perform work commissioned by the Customer, in the order and on conditions specified in this Contract .

1.2 The Contractor is obliged to design a display space of the following sizes 36sqm:

2. COST OF WORK AND SETTLEMENTS PROCEDURE 2.1. The cost of work includes compensation for the Contractor's expenses and payment for the work performed by him, and it amounts to **Text Redacted** cents without VAT.

2.2. **3aMOBHHK 30608'513yeTbC51** onnaTHTH **aliKOHaHH51** po6iT LLIJRXOM nepepaxaaHHA Ha paxyHox rliapsuisHica **KOHTiB HaCT)**MHHM qHHOM:
- **100_% BiA** cymm, **fixa** axa3aHa B n. 2.1 nboro Aororiopy, ,Lto 29.09.2023p
2.3. KomicliiHi 36opH 6aHKiB npH nepeKa3i **KOUITia BiALLIKOA0ByIOTbCn** 3a paxyHox 3aMoBHHKa.

3. HOPSIAOK BHKOHAHH5I TA HPHitOMY POSIT

- 3.1. 3aMOBHHK mac npaao 6e3neueconHo B 6yAb-sixHfi Mac **KOHTp01110BaTH BHKOHaHH5I** **Fl,Etp51AHHKOM** po6iT 3a upm goraopom.
- 3.2. Flifiipsumpix **30608'5ByeTbC51** ocpopmHTH BHCTaBKOb micue HarimHoIRKOCTi.
- 3.3. 3AaBa.HHR-npHHMaHns po6iT **BHKOHyebC31** **ll11131X0M CiUlaJlaH1151** Ta ni,aokicaHHH aicry **BHKOHaHHX** po6iT niCJIA BIVOTOBJeHHA icoHeTpyinHA 3a grim goraopom.
- 3.4. I10 3aKiH'TeHHIo po6iT flhApAAHHK cxnanae Ta ni,arincye Arr npHriomy-nepenami po6iT. **3aMOBHHK B** pa3i **flpHilHAT151** **HHM** po6iT **3060B'513aHHil** niLinHcant **AKT** npHilomy-nepeiaiii po6iT npoTArom 2 **21,Hia 3** Liam 3,riasahHA-npHilmaHHit po6iT a6o a pan BlinalleHH51 He,rionixiB **CKJ1aCTH** pa3om 3 **ilil11351,4HYIKOM AKT** npo **He/1011iKH 3 3a3HalleHH5IM** po6iT, **He06XiJaHO BHKOHaTH** Ta crpoxiB ix **BHKOHaHHA**.
- 3.5. **BHSIBlefil He):101liKki,51Ki** noiesnaHi 3 **BHKOHaHH5IM** po6iT no Aoraoopy 3 **BHHH fliaP\$1,11HHK 3060B'5B11Hlici** ycyHyni 3a anacHHA paxyHox.

4. BIAHOBIAAJIbHICTIp CTOPIH

- 4.1. Y aHnarixy npocTpotieHm onnaTH 3amornmx cunnay€ lliApSUTHHKOBI nemo y po3mipi **06JiKOBOI C'TaBKH** HEY Bill npocTporeHof cymm 3a **KONCHHA ACHb** npocToreHHA

- 2.2. The Customer assumes the obligation to pay for the work performed by means of money transfer to the account of the Contractor in the following way: -
_100% of the amount specified in Cl. 2.1 of this Contract till 29.09.2023 year .
- 2.3. The commission fees of the banks at the money transfer are to be indemnified at the account of the Customer.

3. PROCEDURE OF WORK PERFORMING AND ACCEPTANCE

- 3.1. The Customer is entitled to control, without any encumbrance and in any time, the course of work performing by the Contractor under this Contract.
- 3.2. The Contractor is obliged to design the display space of the adequate quality.
- 3.3. Work handing over-acceptance is to be made by means of the Certificate of Completion execution and signing after design of Structures under this Contract is complete.
- 3.4. After work completion, the Contractor shall execute and sign the Work Acceptance Certificate. The Customer, if he accepts the work, shall sign this Work Acceptance Certificate within 2 days from the date of work handing over-acceptance, otherwise, in case of revealing any shortcomings, to draw out jointly with the Contractor the Deed of shortcomings identified with the list of work ought to be performed and terms of its performing.
- 3.5. The revealed shortcomings relating to work performing under this Contract which occurred through the Contractor's fault, the latter shall eliminate for its own account.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1. Should the Customer delay any payment, it shall pay to the Contractor a fine in the amount of double discount rate of NBU of the sum delayed for each day of delay.

5. croOPC—MANCOP

5.1 CTOP^{OH}HH 3BiAbHFHOTbCA BIA BiAFIOBiaall6HOCTi 3a [mime a6o i-racTxotie He BHKOHaHHA 6yab-sixof yMOB11 lib0F0 AoroBopy. six= ue clan° Haeniuom 06CTaBHH, AKi He mornit 6yTti riepeifiageHi CTopoHamm npti yicria,aaHHi uboro AoroBopy i Ha slid CTopoHH He MOiKyTb B11.71HBaTH (cliopc-ma)xop): cmxinHi nttxa;

BOEH1 6e3nopm,ructi Ta iHuri nroTimpaaHi Air; piweHHA ,gepwaBtntx OpraHiB, jinni n0Ai6Hi 06CTaBHHH, AKi nepe6yBaloTb n03a xowrponem cTopiH.

5.2 CTopoHa, sum itepe3 cl)opc-maNcop He mowe BHKOHyBaTH CBOT 3060B'533aHHA 3a AciroBopom 3o6oB'snaHa Ha nporyi3i TpbOX Kanamapntnx 110BiA0MHTH nro tie iHwy CTopoHy. Hic.1151 ITHTHHCHHA (i)opc-mmopHitx 06CTaBHH nepe6ir cTpoxy BHKOHaHHA 3060B'A3aH6 HOHOBJIOETbCA.

5.3 FlpoTsirom 20 aHrs /lieu nptinitHetuot ctoopc-mamcopimx 06CTaBHH, CTopoHa, sika HOCHAACTbCA Ha Taxi 06CTaBHHH mac noitaTH AoBiAxy ToppoBo-iipommc.noBoY nanaTi YKpaiHH, nro HaABHICTb cliopc-mawopy.

5.4. 5Ixtuo AiA cDopc-mmopHrix o6CTaBtm npolloimyeTbcR 6inbnie, Hi)K Tpu TO !cowHa 13 CTopiH mac npaBo BiAMOBHTHCA BiA 110,aaRbUJOPO BHKOHaHHA 060B'A3KiB 3a utim AoroBopom 6e3 ripaBa Ha BiAWKOJlyBaHHA 36HTKiB.

6. BHPIWEHRS1 CITOPIR

6.1. Yci cnopti, 11(0 BHHHKat0T6 3 uboro AoroBopy a6o noB'spaHi 13 HHM, supiwytoThesi 111.11AXOM nepoBopiB MN< CTOP0HaMH.

6.2. Yci criopti i po36i)KHocTi, WO BHHHKAH M1)K CTOP0HaMii y 3B'3BKy 3 BHCHOBKOM, BHKOHaHHA 1 FlpHHHHCHHA AiI Libor° AoroBopy, AKI He MO>KyTb 6yTM Bnpimetii IIAAXOM nepoBopiB, nixisitatoTb BlipiweHHA B MimmapoxiHomy xomepuiciHomy ap6iTpa)KHOMy cyjli npH ToppiBenbHo-npommcnosict nanaTi YKpaiHH i3 3acTocyBaHHAm npouecyanbHoro i maTepianbHoro npaBa YKpaiHH.

6.3. Cnip po3rimacTbca yxpahcbicoto MOBOIO cy.nom y cxna. i 3-x cmeri. Ko)KHa i3 cTopiH o6Tpac 1-ro cyaato. ABoe o6paHlix cy,nert 3a B3aCMHOIO 3roaoio o6Hpa}om TpeTboro cy,aino.

6.4. PillieHHA cyay OCTaTO4Hi i 060B'SI3K0Bi AAA CTopiH.

7. ADI AOFOBOPY

7.1. L(eri ROFOBip BBa)KaETbCA yKna.L(eHHM i Ha6tttuae IHHHOCTi 3 mometry riOFO ni,anticaHHA CTopoHaMH Ta Ron) cxpin.netium neilaTxamt CTopiH nom-loco BHKOHaHHA CTOP0HaMH CBOIX 3a60B'A3aHb.

7.2. 3aKiHMeHHA cTpoxy Libor° AoroBopy He 3BiAbHAC CTOPOH BIA BiAnoaillaribHocTi 3a rioro nopytneHHH, Bice mano micue ni,a lac ail Libor° AoroBopy.

5. FORCE-MAJUERE

5.1 The Parties shall be exempt of all responsibility for full or partial failure to fulfill conditions of this Contract, if such a failure is the result of circumstances which could not be foreseen by the Parties at the moment of concluding this Contract and which are beyond the Parties' control (force-majeure), namely: natural disasters; war and military actions, disorders and other unlawful actions; decisions of government authorities, and other similar circumstances beyond the Parties' control.

5.2 The parties failing to discharge its obligations under this Contract on account of force-majeure circumstances is obliged to inform within three calendar days the other party about that. After force-majeure circumstances have ceased then the term of discharging obligations shall be renovated.

5.3 Within 20 days after ceasing of force-majeure circumstances, the parting referring to such circumstances, is to submit to the Chamber of Commerce and Industry of Ukraine a certificate of availability of force-majeure.

5.4. If force-majeure circumstances last more than three months, then either of the Parties has the right to refuse from further discharging its obligations under this Contract without the right to any indemnification.

6. DISPUTES SOLVING

6.1. All the disputes arising from this Contract or connected with it shall be settled by way of negotiations between the Parties.

6.2. All the disputes and discrepancies arisen between the Parties in connection with the conclusion, execution and termination of this Contract which cannot be settled by way of negotiations are subject to submitting to the International Commercial Arbitration Court at the Chamber of Commerce and Industry of Ukraine with applying procedural and substantial law of Ukraine.

6.3. The dispute shall be considered in the Ukrainian language by the arbitral court consisting of 3 arbitrators. Either of the Parties shall choose 1 arbitrator. Two chosen arbitrators shall choose the third one upon mutual consent.

6.4. Court's decisions are final and binding for both Parties.

7. VALIDITY TERM OF THE CONTRACT

7.1. This Contract is to be deemed as concluded and comes into force from the moment of its signing by the Parties and affixing to it their official seals, and shall be valid till full discharging of the Parties' obligations under it.

7.2. Expiring of this Contract doesn't exempt the Parties of liability for any breach occurred during the validity term of this Contract.

7.3. 51K111,0 iHme npsimo He nepeg6a9eHo UHM goraoopom a6o LIHHHIIM B Ykpaï-
Hi **3BKOH0ABBCTBOM, 3MIHH** y Eters goroaip **MO)KyTb 6yTH** aHeceHi **TiiibKH** 3a
AOMOBITCHICTIO CropiH, sum octopmsnoerbca **MaTKOBOIO** yrogoto „aO uboro
gorosopy.

7.4. 3miHn y ueti goroaip Ha6Hpatorb **LIHHHOCTI 3** momeHry HartexcHoro
ocpopmneHHst Cropottam“ signosisHof gogarkosoI yrogH go u,boro goroaopy,
glut° imue He scraHosnemo y gogartmaiii yrogi, ubomy gorosopi a6o y
quHHomy **B YKpaïHi** 3akoHogaticrei.

7.5. Lei gorosip npHnHHaerscsi y pa3i:

- **3BKIHHeHH51** el-poky, Ha **5IKHR** tioro 6yrio yiulageHo;

- *niKai, Ltattif* Fligpamika.

ItoroBip MO)KC 6yTH po3ipaami0 3a 3rogoto cropiH.

8. EIPHKIHUEBI 110J10)ICEHMI

8.1 Me' Ha6paHHs winitocri tom goraoopom Bei nonepegHi neperaoopti 3a **HHM**,
nticryaatitta, nonepetHi goraoopm, nporokarn4 npo HamipH Ta 6ygb-atti

yCHi a6o micbmoai gomomeHocri CTopiH **3 FIHTBHB**, wo Tat(414 iHanue
CTOCyTOT6C5i 1.1,1,0r0 goraoopy, arpaqatorb toptigHinty may, ame mwtryrb 6parHcst go
yriartt not nymageHHi ymoa Libor° gorceopy.

8.2 CropoHa **Hece HOBFly** aignoaignbHicrb 3a **HpaBH.11bHiCTb** aica3atutx Hew y ubomy
goroaopi pekaiurria ra **3060B¹313yeTbCH CBOCHaCHO** y **HHCbM0Biri HOBiaOMMITH**
iHtny Crop°Hy npo lx 3miHy.

8.3 FlepeageHHA 6oppy 3a LtHm goraoopom ogHieto i3 Cropin go TpeTix **066**
AOrlyCKBCTbC51 BHKJHOHHO 3a **yMOBH THICbM0130r0** noromketifx uboro **i3 iHI11010**
CT0p0Hoio.

8.4 J1,0ltaTKOBi yrogH Ta gogamt J O uboro goraoopy **C iloro HeBiAlCMHOLO**
HaCTHHOTO 1 matorb topttgwitly um)/ y pa3i, smut° **BOHH BHKJIB,B,CH1** y ratcbmoriil
cpopmi, nigrateaHi CropoHamH Ta ckpinneHi ix 'legal Kamm.

8.5. Bci atinpaaneHHA 3a **TeKCTOM** uboro goraoopy **MBH3Tb** cHny Ta **MO>KyTb 6paTHCHII J**
O yriant **BIKMOLIHO** 3a **yMOBH, 111,0 BOHH** y KO)KHOMy oicpemomy amnagty
garoaaHi, 3acaigiteHi nignticamit Crop'Hra expinneHi neitaTtcamtt.

7.3. Unless otherwise is expressly provided for in this Contract or law of Ukraine in
force, changes and amendments may be introduced into this Contract upon the
Parties' agreement only, which agreement shall be executed as an additional
agreement to this Contract.

7.4. Changes and amendments to this Contract shall be valid after the relative
additional agreement to this Contract is duly executed by the Parties, unless otherwise
is specified in this additional agreement, this Contract or the law of Ukraine in force.

7.5. This Contract shall be terminated if:

- its validity term has expired;

- the Contractor wound up.

This Contract can be cancelled upon mutual consent of the Parties.

8. FINAL PROVISIONS

8.1 After this Contract becomes valid, all preliminary negotiations,
communications, preliminary agreements, protocols of intentions and all other oral
and written arrangements of the Parties regarding matters in any way relating to
this Contract lose their legal force, but, none the less, may be taken into
consideration at interpreting terms and conditions of this Contract.

8.2 Either Party is to be held fully liable for correctness of its legal address and
other identification data stated in this Contract, and assumes the obligation to
notify the other Party promptly and in written form about any changes in the same.

8.3 Transfer of the debt under this Contract to any third parties is allowed on
condition of written approval thereof by the other Party only.

8.4 Any additional agreements and appendices to this Contract are to be its integral
part and have full legal force if they are written, signed by both Parties and their
official seals are affixed thereto.

8.5. All corrections of the text of this Contract are valid and may be taken into consideration
only on condition that, in any separate case, they are dated, and signatures and official seals
of the Parties are affixed.

8.6. ІАей іторнір схнанетнал урпайсхоло Та антнісхбох) монаран у JJ, Bcoc aBrefITH4H11X npnMipHHKax, xxi maion onnaxony lopmniviny CHJly - no onnomy

9. MICAE3HAXOXICE11101, SAHKIBCbKI PEICBBHTH TA FIVITIVICH CTOPIH

111, LPSIAHHK

3AMOBHHK

«ПРЕМ'ЕР ЕКСПО»
Іoptintitina anpeca:
03150. YKpallta, M. KHia, ayn. Beni=
BacHnMciacbxa, 5713:
KoA CAPIIOY 10856806
InH 308568026092
IIOTVHHf paXprox CBPO
IBAN:
UA653808050000000026006170686
AT Patictxbati3e14 6aHa
ayll. Reckon, 9 KHIB, YKpaina,
SWIFT: AVALUAUKXXX
Sam noceperamk:
RAIFFEISEN BANK INTERNATIONAL
AG, AM STADTPARK 9
SWIFT: RZBAATWWXXX
Account: 55.022.305
flourgrosa aapecca:
04071, YxpaiHa, M. Kids, Byn. BepxHiti
Ban, 6yA. 4a.
Ten. (044) 4968645: ckaxc: (044) 4968646.

Department for Business and Trade
Old Admiralty Building, Admiralty
Place, Spring Gardens, London,
United Kingdom, SW 2DY
Bank name: National Westminster
Bank
Bank country: United Kingdom
Bank Account Number: 10007792

Anpetcro

Anpex-rop

Text Redacted

Text Redacted

4,0

ПРЕМ'ЕР ЕКСПО

'ton 30856806

14'3 H

8.6. This Contract is executed in Ukrainian and English in two original counterparts having equal legal force one counterpart for each Party.

9. LEGAL ADDRESSES, FULL BANKING AND SIGNATURES OF THE PARTIES

CONTRACTOR

CUSTOMER

Premier Expo
TIN 30856806;
Address: 57/3 Velyka Vasylykivska
Street, Kyiv, 03150
EURO Current Account:
UA653808050000000026006170686
RAIFFEISEN BANK JOINT STOCK
COMPANY,
Leskova str.9, KY1V, UKRAINE,
SWIFT: AVALUAUKXXX IB AN:
UA653808050000000026006170686INT
ERMEDIARY BANK:
Raiffeisen Bank International AG Vienna,
Austria
SWIFTcode: RZBAATWWXXX;
Correspondent Account:
55.022.305
Mail Address: Verkhniy Val Street 4A,
city of Kyiv, Ukraine, 04071
Phone: (044)496 8645

Department for Business and Trade
Old Admiralty Building, Admiralty Place,
Spring Gardens, London, United Kingdom,
SW1A 2DY
Bank name: National Westminster Bank
Bank country: United Kingdom
Bank Account Number: 10007792

Text Redacted

Text Redacted

t Redacted

Text Redacted

19/10//2023

