

Kyiv

30.09.2024

The Subsidiary “**PREMIER EXPO**”, (hereinafter referred to as the "Contractor"), in the person of its [REDACTED] 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**", [REDACTED] 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** (13-14 November 2024) 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, Prądzyńskiego 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 **40sqm**:

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 **24 194 euro 00 cents without VAT**.

[REDACTED]

[REDACTED]

-_100% of the amount specified in Cl. 2.1 of this Contract till_07.10.2024 year_.

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:

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. FORCE-MAJUERE

[REDACTED]

[REDACTED]

[REDACTED]

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 party 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.

[REDACTED]

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.

[REDACTED]

[REDACTED]

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
[REDACTED]
Address: 57/3 Velyka Vasytkivska Street,
Kyiv, 03150
[REDACTED]

Department for Business and Trade

Old Admiralty Building, Admiralty
Place, Spring Gardens, London,
United Kingdom, SW1A 2DY

Mail Address: Verkhniy Val Street 4A,
city of Kyiv, Ukraine, 04071
Phone: (044)496 8645

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Premier Expo

Department for Business and Trade

21/10/2024

24/10/2024