

Services Agreement

_____ city

_____ 20__

(Name of the legal entity, certificate of registration, date and number, by whom registered), hereinafter referred to as "Executor", represented by (title, full name of the person signing the agreement), acting on the basis of (charter, regulations, power of attorney No. _____ dated _____ 20__) and (name of the legal entity, certificate of registration, date and number, by whom registered), represented by (title, full name of the person signing the agreement), acting on the basis of (charter, regulations, power of attorney No. _____ dated _____ 20__), hereinafter referred to as the "Customer", have entered into this agreement as follows.

1. Subject matter

1.1. Under the agreement of paid services the Executor shall provide the services specified in clause 1.2 hereof on the Customer's assignment, and the Customer shall pay for these services.

1.2. The Executor agrees to provide the following services: _____, (list services) hereinafter referred to as "Services".

1.3. Term of work performance from _____ 20__ to _____ 20__. The Executor may perform the work ahead of schedule.

1.3.1. The Services shall be deemed to be rendered after signing of the acceptance certificate by the Customer or its authorized representative.

2. Rights and obligations of the Parties

2.1. The Executor shall:

2.1.1. provide the Services with proper quality.

2.1.2. provide the Services in full within the term specified in clause 1.3 hereof.

2.1.3. correct all revealed defects at the Customer's request without charge, if during the process of providing the Services the Executor made a deviation from the terms and conditions of the Agreement, which worsened the quality of work, within _____ days.

2.1.4. The Executor shall perform the work in person.

2.2. The Customer shall:

2.2.1. pay for the work at the price specified in clause 3 hereof within _____ days from the date of signing of the acceptance certificate of Services.

2.3. The Customer may:

2.3.1. at any time check the progress and quality of the work performed by the Executor without interfering with his activities.

2.3.2. withdraw from the Agreement at any time before signing of the certificate by paying to the Executor a part of the established price in proportion to the part of the provided Services performed before receiving the notice of the Customer's withdrawal from the Agreement.

3. Agreement price and settlement procedure

3.1. The price of this Agreement is: _____ (amount in figures and words).

3.2. Payment of the Agreement price by the Customer to the Executor shall be made by transferring funds to the Executor's settlement account specified herein within _____ days after the Executor has provided the Services in full, based on the Certificate of rendered services and provision by the Executor of a duly issued invoice.

4. Responsibilities of the Parties

4.1. The Executor shall pay to the Customer a fine in the amount of _____% of the Agreement amount and a penalty at the rate of _____% of the Agreement amount for each day of delay for violation of the term of rendering the Services specified in clause 1.3 hereof.

4.2. The Customer shall pay to the Executor a fine at the rate of _____% of the Agreement amount and a penalty at the rate of _____% of the Agreement amount for each day of delay for violation of the term of payment for the Services specified in clause 3.2 hereof.

4.3. The liability measures of the parties not provided for herein shall be applied in accordance with the provisions of the current legislation _____.

4.4. The payment of the penalty shall not release the Executor from fulfillment of the obligations incumbent upon it or elimination of violations.

5. Force Majeure

5.1. The Parties shall be liable for non-fulfillment, as well as improper fulfillment of obligations hereunder, in accordance with the legislation _____ and the Agreement. The Parties

shall not be liable for non-fulfillment or improper fulfillment of any obligations hereunder, if such non-fulfillment or improper fulfillment is caused by force majeure, which the Party could neither foresee nor prevent by reasonable measures.

5.2. The Parties refer to force majeure as floods, fires, wars, revolutions, nationalizations, withdrawals for state needs, issuance of regulatory legal or other binding acts. Force majeure shall not include any actions caused by negligence or fault of the Parties, their authorized persons, employees, agents, as well as affiliated persons.

5.3. In case of force majeure, the Party affected by force majeure shall immediately notify the other Party thereof within 2 days by delivering or sending by mail a written notice specifying the date of commencement and description of the circumstances or by fax or e-mail from one of the e-mail addresses specified herein. If force majeure prevents such notice from being sent, it shall be sent on the business day following the day on which the force majeure ends.

5.4. The term of fulfillment of the Parties' obligations hereunder shall be suspended for the duration of force majeure and shall be resumed from the date of their termination. Accordingly, the Parties hereby confirm that without any addendum between the Parties, force majeure shall not terminate the Parties' obligations hereunder, but shall only suspend the terms for their fulfillment and upon termination of the force majeure, the Parties shall continue to fulfill their obligations hereunder in accordance with and on the terms and conditions set forth herein.

5.5. A certificate issued by a competent authority, organization, air carrier, and transport organization shall serve as a proof of force majeure. If the force majeure is generally known, the Parties shall be exempted from the obligation to prove its impact.

5.6. If force majeure occurs within 30 (thirty) days, either Party may terminate this Agreement with obligatory preliminary mutual settlements for actually rendered services, but without obligations to reimburse any potential losses of the other Party. In case of force majeure, the Parties shall, if possible, prevent disclosure of confidential information. If the disclosure does occur, the Party shall notify the other Party of this fact as soon as possible, otherwise the Party that failed to notify of the disclosure of confidential information shall be liable without taking into account the impact of force majeure.

6. Dispute resolution

6.1. Disputes and disagreements that may arise during the execution hereof will be resolved through negotiations between the parties, if possible.

6.2. If it is impossible to resolve disputes through negotiations, any disputes, disagreements or claims arising out of or in connection with this Agreement, including those relating to its breach, termination or invalidity, shall be subject to final settlement in _____.

7. Final provisions

7.1. Any amendments hereto shall be valid only if made in writing and signed by the authorized representatives of the parties. The annexes hereto shall form an integral part thereof.

7.2. The Agreement is made in two copies in the Russian language. Both copies are identical and have the same force. Each party shall have one copy of the Agreement.

7.3. This Agreement may be terminated either by agreement of the Parties or at the initiative of one of the Parties. The Party initiating the termination of the Agreement shall notify the other Party of its intentions in writing _____ calendar days prior to the proposed termination. In case of termination of the Agreement at the initiative of one of the Parties, the Party initiating the termination shall pay to the opposite Party any potential losses caused by early termination of the Agreement. The Agreement shall be deemed terminated, if the Parties conclude an appropriate agreement on termination and fully fulfill all their obligations undertaken by them under the Agreement, including financial ones.

7.4. The Agreement shall come into effect from the date of signing by the Parties and shall remain in force until _____ inclusive and in respect of mutual settlements and provision of guarantee - until their full completion.

7.5. This Agreement is signed in two copies, one for each Party. The copies are identical and have equal legal force.

8. Legal addresses of the Parties and bank details

EXECUTOR

CUSTOMER