**SUPPLEMENTARY AGREEMENT NO. 1**

**TO THE PAID SERVICES AGREEMENT IN THE FIELD OF INFORMATION AND INFORMATION TECHNOLOGY**  
Agreement No. 13-12-01 dated December 13, 2024

**New Delhi, India**  
**December 13, 2024**

This **Supplementary Agreement No. 1** (hereinafter referred to as the "Agreement" or "Supplementary Agreement") is made and entered into by and between:

1. **Limited Liability Company "ITK India Pvt Ltd."**, a participant in the Skolkovo project, providing services under this Agreement for the commercialization of its research and development outcomes, represented by its authorized representative, **Alexandra Evgenyevna Grodnikova**, acting under Power of Attorney No. *[insert number]* dated **November 26, 2024** (hereinafter referred to as the "Contractor"),
2. **Ivanov Ivan Ivanovich**, a citizen of the Russian Federation, holding **passport series 1234 No. 123456**, (hereinafter referred to as the "Customer"),

**collectively referred to as the "Parties," and individually as a "Party,"** have entered into this Supplementary Agreement under the following terms and conditions:

**1. PAYMENT TERMS & CONDITIONS**

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| Period from the Date of Agreement Signing | Percentage of the Customer's Income Payable to the Contractor | Actual Expenses Payable in Case of Unilateral Termination | Monthly Contribution Under Preferential Package Terms |
| 1 - 8 months | 50% | INR ₹20,000 (twenty thousand) | INR ₹1 (one rupee) |
| 9 - 16 months | 40% | INR ₹20,000 (twenty thousand) | INR ₹1 (one rupee) |
| 17 - 24 months | 30% | INR ₹20,000 (twenty thousand) | INR ₹1 (one rupee) |

**2. DEFINITION OF CUSTOMER'S INCOME**

For the purpose of this Agreement, **Customer's income** includes:

* All monetary funds received by the Customer from an employer (net of income taxes).
* Earnings as a self-employed individual, entrepreneur, shareholder, or participant in a legal entity, provided the income is derived from IT-related activities within the Project.
* Bonus payments and vacation payments are included in the Customer’s income.

**3. TAXATION & COMPLIANCE**

All payments under this Agreement are subject to applicable **Indian tax laws**, including:

* **TDS (Tax Deducted at Source):** Customer shall deduct and remit TDS if applicable.
* **GST (Goods and Services Tax):** Payable as per applicable rates.
* **Tax Documentation:** The Customer must provide **PAN, Aadhaar, and other relevant tax details** for compliance purposes.

This Agreement adheres to **Indian labour laws** and fair-trade practices.

**4. DISPUTE RESOLUTION**

Any disputes arising from this Agreement shall be governed by **Indian law** and resolved through arbitration under the **Arbitration and Conciliation Act, 1996**. The arbitration venue shall be **New Delhi, India**.

**5. PREFERENTIAL PACKAGE CONDITIONS**

The Customer is eligible for the **Preferential Package** only if:

* The Agreement remains in effect for the entire **24-month term** or the full **Project duration**.

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| **Contractor:**  **Limited Liability Company "ITK India Pvt Ltd."** **OGRN:** 1236100010970 **TIN/KPP:** 6154164899/615401001 **Legal Address:** Russia, Taganrog, Turgenevsky Lane, Building 11  **Bank Details:**   * **Settlement Account:** 40702810710001375761 * **Bank:** JSC "TBank" * **Correspondent Account:** 30101810145250000974 * **TIN:** 7710140679 * **BIC:** 044525974   **Authorized Representative:** **A.E. Grodnikova** (Legal-Economist) 📞 *[Insert Contact Details]* ✉ *[Insert Email]*  **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Customer:**  **Full Name:** Ivanov Ivan Ivanovich 📍 **Mailing Address:** Moscow, Pushkina Street, 1, 123456 📍 **Registered Address:** Moscow, Pushkina Street, 1, 123456  🆔 **Passport Details:**   * **Issued by:** Main Directorate of the Ministry of Internal Affairs of Russia for the Chelyabinsk Region * **Date of Issue:** January 1, 2001 * **Series/Number:** 1234 No. 123456   🧾 **Tax Details:**   * **Taxpayer Identification Number (TIN):** 112233445566 * **Pension Insurance Certificate Number:** 111-111-111 11   📞 **Phone:** +7 900 000 0000 ✉ **Email:** ivan.ivanov@gmail.com  **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Supplementary Agreement No. 2 to the Paid Services Agreement**

**in the Field of Information and Information Technology Agreement No.13-12-01 dated December 13, 2024  
(hereinafter referred to as the "Agreement" or "Supplementary Agreement")**

Supplementary Agreement No. 2 to the Paid Services Agreement in the Field of Information and Information Technology Agreement No.13-12-01 dated December 13, 2024 (hereinafter referred to as the "Agreement" or "Supplementary Agreement")

New Delhi December 13, 2024

LLC ADev Private Limited (a company recognized under the “Startup India” initiative, providing services under this Agreement for the commercialization of its research and development outcomes), represented by Alexandra Evgenyevna Grodnikova, Legal Counsel, acting under Power of Attorney No. D-26-11 dated November 26, 2024 (hereinafter referred to as the "Contractor"),

and

Citizen of the Russian Federation Ivanov Ivan Ivanovich, passport series 1234 No. 123456, jointly referred to as the "Parties," and individually referred to as a "Party," have entered into this Supplementary Agreement as follows:

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| 1. The Contractor agrees to provide the following services to the Customer | * Selection of projects for Customer participation * Consulting the Customer on issues related to participation in the Project during the duration of the Project * Assisting with the interview process and project-related communication, including assistance with completing test assignments * Consulting on interview preparation * Providing information on the process and specifics of resume writing and interview preparation for project participation * Accounting services * Provision of equipment under a loan agreement * Consulting on accounting and taxation issues * Marketing research in the field of the Customer’s professional interests, identifying relevant technologies and in-demand client search markets |
| 2. Stages of providing services/performance of work | * Taking on the Customer’s accounting work * Drafting the CV based on the provided primary data * Providing access to professional development programs * Providing access to technical support * Assisting with the interview process * Preparing and consulting on completing test assignments * Consulting on professional conduct of all pre-project negotiations * Providing access to technical support during the project |
| 3. Composition of the technical task, list of information and materials the Customer provides to the Contractor before starting the work (providing services) | The Customer provides materials and the technical task:   * Technical task for tax accounting system analysis and selection * Primary materials on current work experience, education, etc. – information used to draft a professional CV, English proficiency * Materials on the technology stack in which the project will be sought (Java, Node.js, React) * Selected, mutually agreed initial tariff |
| 4. Total cost of work/provision of services | Defined by the Parties as the sum of all amounts the Customer pays to the Contractor for services rendered in accordance with the Tariff. |
| 5. Payment procedure for completed work/services rendered | As defined by the Tariff. |
| 6. Responsible managers and their contact details | Igor Nikolayevich Teterovlev  +7 (995) 930-10-20  [it.consult.tag@gmail.com](mailto:it.consult.tag@gmail.com) |
| 7. Transfer of rights to intellectual property results | All intellectual property resulting from the joint efforts and significant assistance of the Contractor is transferred to the Customer in accordance with Section 7 of the Agreement and the corresponding Tariff. |
| 8. Term of the Agreement (months) | 24 months |
| 9. Guarantee of successful project search | If the Contractor is unable to successfully find a project for the Customer within 70 working days from the signing of this Agreement, the Customer has the right to unilaterally terminate the Agreement without compensation for actual expenses incurred by the Contractor.  In the case that after the completion of any Project, the Contractor does not provide the Customer with a new project within 30 working days from the completion date of the previous project, the Customer has the right to unilaterally terminate this Agreement. In this case, there is no compensation or reimbursement for expenses actually incurred by the Contractor. The methods for notifying the completion of the Project are outlined in Section 2 of this Agreement.  The Customer has the right to refuse projects if:   * Within 12 months from the signing of this Agreement, the project amount is less than 120,000 rubles per month * After 12 months from the signing of this Agreement, the project amount is less than 140,000 rubles per month |
| 10. Technical support guarantee | At the end of the Project, the Customer has the right to unilaterally terminate the Agreement without compensation for actual expenses incurred by the Contractor only if one of the following conditions is met:   * A technical specialist from the Contractor's side was not provided within 4 working hours of the request being made more than twice (the number is counted within the 20 working days preceding the end of the Project) * A technical specialist from the Contractor's side was not provided within 8 working hours of the request being made even once (the number is counted within the 20 working days preceding the end of the Project)   Working hours are counted from 9:00 AM to 6:00 PM Moscow time. |

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| **Contractor:**  **Limited Liability Company "ITK India Pvt Ltd."** **OGRN:** 1236100010970 **TIN/KPP:** 6154164899/615401001 **Legal Address:** Russia, Taganrog, Turgenevsky Lane, Building 11  **Bank Details:**   * **Settlement Account:** 40702810710001375761 * **Bank:** JSC "TBank" * **Correspondent Account:** 30101810145250000974 * **TIN:** 7710140679 * **BIC:** 044525974   **Authorized Representative:** **A.E. Grodnikova** (Legal-Economist) 📞 *[Insert Contact Details]* ✉ *[Insert Email]*  **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Customer:**  **Full Name:** Ivanov Ivan Ivanovich 📍 **Mailing Address:** Moscow, Pushkina Street, 1, 123456 📍 **Registered Address:** Moscow, Pushkina Street, 1, 123456  🆔 **Passport Details:**   * **Issued by:** Main Directorate of the Ministry of Internal Affairs of Russia for the Chelyabinsk Region * **Date of Issue:** January 1, 2001 * **Series/Number:** 1234 No. 123456   🧾 **Tax Details:**   * **Taxpayer Identification Number (TIN):** 112233445566 * **Pension Insurance Certificate Number:** 111-111-111 11   📞 **Phone:** +7 900 000 0000 ✉ **Email:** ivan.ivanov@gmail.com  **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**6. SIGNATURES OF THE PARTIES**