**CONTRACT No. [Bargain.Number] from [April 7, 2014]**

Dubai

[BOOU.ShortLegalName], hereinafter referred to as "Publisher", represented by the [BOOU. PositionInNominative] [BOOU. ChiefNameInNominative], acting under License No. [BranchOffice.Inn] on the one hand, and [LegalPerson.LegalName], hereinafter referred to as "Advertiser", represented by the [Profile.PositionInNominative] [Profile.ChiefNameInNominative], acting under License No. [LegalPerson.Inn] on the other hand, have entered into the present Contract, hereinafter referred to as – Contract, as follows:

**1. Terms and definitions**

1.1. For purposes of this document the following terms shall have the following meanings:

**The Booklet**—a page of the web site hosted in the domain under control of 2gis.ae domain, created and placed by the Advertiser and connected with information about the Advertiser contained in the Business Listing.

**The** **Web Application**—a software program (including a program for mobile devices) installed at a user’s terminal of the User, by means of which 2GIS Products are displayed and/or presented to the Users using the API 2GIS services.

**Geo-targeting**—the mechanism that allows to display the Advertising Materials to the Users having IP-addresses of computers (or proxy servers) on the Internet relating, according to the Publisher’s data, to a certain geographical region.

**The** **Internet Platform**—a website located at a particular network address and used for presenting 2GIS Products obtained with use of the API 2GIS services for the Users.

**The Click**—User’s call to the elements of the Search Results Page forwarded to a special unit of the Business Listing containing contact information of legal entities and sole proprietors.

**The Contextual Rubric**—a rubric of the Business Listing in respect of which Advertisement Clicks are accounted for a advertised company placed in this rubric and indicated in the corresponding Order Form.

**The Contextual Advertising**—Advertising Materials in respect of which the number of Advertisement Clicks are accounted according to the Order Form.

**The Content**—Information Materials placed by the Advertiser on the Website within the scope of provision of the Additional Services.

**The Personal Account**—a personal section of the Website the access to which the Advertiser receives after registration and/or log-in to the Website (if this service is technically available for the Advertiser). The Personal Account is designed to store the Advertiser’s information, to view news of the Publisher, enter changes by the Advertiser to the Advertiser’s information published in the Business Listing, manage the status, receive notices, provide the Advertising Materials to the Publisher as well as to perform other actions and receive additional information in accordance with these Rules.

**Media Advertising (media advertising materials)**—textual and graphical Advertising Materials in respect of which, according to the Order Form, the number of Displays are accounted.

**Minimum Number of Advertisement Clicks**—the minimum number of clicks the Publisher undertakes to perform for the Reporting Period in respect of the Advertising Materials as specified in the Order Form, indicated in the Price List as in effect on the date of provision of the Services.

**Reporting Period**—a full calendar month from the first day of the month till the last day of the current month inclusive.

**The Platform**—software and hardware integrated with the Publisher's Website.

**The Search Query**—a text query for information in 2GIS Products entered by the User in the searching box of 2GIS Products interface, including a text query corrected in accordance with the 2GIS Products feature for automatic correction of spelling mistakes, errors, correction of a text typed in a wrong keyboard layout.

**The User—**any person using the Application for its intended purpose.

**The Display—**display of the Advertising Material on the Advertising Space according to the parameters as specified in the Mandatory Documents indicated in paragraph 3.1 hereof.

**The Application**—the Electronic Media, Internet Platform, Web Application and other software owned or used by the Publisher or third parties engaged by the Publisher for the Placement of the Advertisement based on 2GIS Products.

**2GIS Products**—the Business Listings and/or Digital Maps that can be distributed in the form of separate copies for installation on hardware of the User or available for downloading from the Internet.

**Placement of the Advertisement**—display of the Advertising Material on the Advertising Space of the Application or execution of any other actions with data from the Business Listing aimed at attracting attention to such data, in both cases subject to the provisions of this Contract.

**The Advertisement Click**—a click forwarding the User to a special unit of the Business Listing containing contact information of an advertised company specified in the signed Order Form, as a result of the Search Query forwarding the User to the Contextual Rubric in which, according to the Order Form, information about the advertised company is placed, subject to one of the following conditions:

* the User’s call is made to an element of the Search Results Page containing the Advertising Material of the Advertiser;
* an advertised company indicated in the signed Order Form is marked in the Search Results Page in a special way distinguishing an advertiser form a non-advertiser, provided that the position on the Search Results Page is changed to a higher position in the relation to non-advertisers (an advertised company indicated in the signed Order Form was in a higher position and marked in a special way);
* an advertised company indicated in the signed Order Form is marked in the Digital Map in a special way distinguishing an advertiser form a non-advertiser.

**The** **Advertising Material**—a banner, comment, and other advertisement provided by the Advertiser within a particular Advertising Campaign in accordance with this Contract and Mandatory Documents specified herein under a separate Order Form.

**The Advertising Space**—a space allocated in graphic design of the Application for display of the Advertising Materials.

**The Advertising Campaign**—a set of ordered Services under the Order Forms entered into between the Publisher and the Advertiser and to be performed during the Reporting Period.

**The Website**—websites located in the domains at 2gis.ae and/or other websites under the control of said site.

**The** **Business Listing**—an electronic directory that includes information about names, addresses, phone numbers, e-mail addresses and websites, types of goods produced and sold and services rendered, and other details of legal entities and sole proprietors residing within a particular Territory, as well as any other organizations at the discretion of its owner.

**The Status**—a set of functionalities of the Platform choice of which the Advertiser makes using the software available in the Personal Account of the Website.

**The Search Results Page**—a page containing brief information of legal entities and/or sole proprietors, addresses included in 2GIS Products selected based on the User’s Search Query and presented as a list in the Business Listing including marks on the Digital Map.

**The Services**—services for the Placement of the Advertisement of the Advertiser in the Application rendered by the Publisher under the Order Form in accordance with the provisions of this Contract.

**The Photographs**—pictures explicitly related to activities of the Advertiser and connected with information about the Advertiser specified in the Business Listing which are presented to the Users along with 2GIS Products using API services of the Publisher and/or third parties.

**The Digital Map**—an electronic map which includes GIS data on geographical locations, terrain objects and settlements within an area bounded by certain geographical coordinates.

**Electronic Media**—a registered electronic periodical that is issued in separate editions on optical storage media (CD / DVD), and includes 2GIS Products in versions adapted for personal computers and mobile devices.

**U.A.E.**—United Arab Emirates.

1.2. This Contract may contain terms that are not defined in paragraph 1.1 hereof. In this case, such term shall be interpreted in accordance with the text of this Contract. In the absence of clear interpretation of such term in the text of this Contract, it shall be interpreted in accordance with, first of all—the Order Form, in the second turn—the Mandatory Documents, and subsequently—U.A.E. law, business practices and scientific doctrines.

1.3. Any reference in this Contract to a paragraph/section shall mean reference to a paragraph/section of this Contract.

**2. Subject of Contract**

2.1. The Publisher shall provide to the Advertiser the Services agreed by the Parties in the Order Forms as well as Additional Services subject to paragraph 2.5 hereof and Advertiser shall accept and pay for the Services in accordance with the terms of this Contract. The subject of the Contract is the Services agreed by the Parties in the Order Form and the Additional Services.

2.2. The Parties shall agree on essential conditions of provision of the Services/Additional Services hereunder, including information on Advertising Materials, Applications where advertisements will be placed, duration and cost of the Services, as well as the subject matter, duration and cost of the Additional Services (unless subject matter, duration and cost of the Additional Services are specified in the Price List under paragraph 2.5 hereof) and any other conditions of provision of the Services/Additional Services, if required, by signing separate Order Forms which become an integral part of the Contract from the moment of signing by both Parties. The Order Form may establish that several essential conditions of the Contract are determined by the Mandatory Documents as specified in paragraph 3.1 of this Contract.

2.3. On the basis of this Contract, the Parties may conclude an unlimited number of Contracts, including with concurrent, in whole or in part, terms of validity.

2.4. The corresponding Order Form may provide rendering by the Publisher to the Advertiser of the Additional Services. The Price List may provide rendering of the Additional Services to separate categories of the Advertisers.

2.5. To use the Additional Services, the Advertiser shall complete the registration and/or to log-in to the Website (if this service is technically available for the Advertiser). The Advertiser may choose its own login and password to log into the Personal Account (a login may be confirmed in the Order Form) or may use a login given by the Publisher to the Advertiser when signing the Order Form. The Advertiser shall be held liable for any actions committed using the login and password after registration on the Website.

2.6. Any actions committed using the login and password to access the Advertiser's Personal Account shall be deemed completed by the Advertiser, except in cases when the Advertiser, in the manner prescribed by paragraph. 2.8 hereof, notifies the Publisher of any unauthorized access by third parties to the login and password of the Advertiser or that the Advertiser lost the login or password. The Advertiser shall be solely responsible for all actions and their results within and/or in connection with the execution of the Contract under its Personal Account including the cases when the Advertiser made the Advertiser’s data available to third parties under any conditions.

2.7. In the case of unauthorized access to, loss or disclosure of the login and password the Advertiser shall promptly notify the Publisher in writing and simultaneously send a e-mail message from the email address specified in the Advertiser’s account on the Website. For security purposes, the Advertiser agrees to perform a safe shutdown under its account at the end of each work session in the Personal Account. The Publisher shall not be responsible for any lost or corrupted data, as well as other consequences of any kind that may occur due to the Advertiser’s violation of this section of the Rules.

2.8. The Parties hereby agree that the Publisher may unilaterally change the Minimum Number of Advertisement Clicks by notifying the Advertiser in any manner convenient to the Publisher not later than fifteen (15) calendar days prior to the effective date of the change.

2.9. All Order Forms signed by the Parties during the term of this Contract shall be deemed governed and enforceable in accordance with this Agreement.

**3. Terms and Conditions of Services**

3.1. As a condition for obtaining the Services/Additional Services, the Advertiser accepts and shall comply with all provisions and requirements applied to the Parties under the Contract and defined by the following Mandatory Documents binding upon the Parties (hereinafter “the Mandatory Documents”):

3.1.1. The Price List placed and/or available on the Website on the Internet at: <http://www.2gis.ae/our-firm/price/>, including parameters of the Advertising Materials placed by the Publisher, items and cost of the Additional Services, as well as prices for the Placement of the Advertisements of various kinds in relation to a particular Application or a group of Applications, additional functionalities of the Platform.

3.1.2. Archive Price Lists placed and/or available on the Website on the Internet at: [http://law.2gis.ae/price-archives](http://law.2gis.ru/price-archives), including parameters of the Advertising Materials placed by the Publisher, items and cost of the Additional Services, as well as prices for the Placement of the Advertisements of various kinds in relation to a particular Application or a group of Applications, additional functionalities of the Platform, for the past periods of provision the Services/Additional Services.

3.1.3. 2GIS Services Use Agreementand documents referred to therein placed and/or available on the Website on the Internet at: [http://law.2gis.ae/rules](http://law.2gis.ru/rules) and providing general conditions of registration on the Website and use of the Platform and services of the Publisher.

3.1.4. API 2GIS Agreement placed and/or available on the Website on the Internet at <http://law.2gis.ae/api-rules/>, which specifies a procedure for the Placement of Advertisement with use of the API 2GIS service.

3.1.5. The Requirements for the Advertising Materials placed and/or available on the Website on the Internet at: [http://law.2gis.ae/advert-rules/requirements/](http://law.2gis.ru/advert-rules/requirements/), which define general requirements for the Advertising Materials — in relation to the Services of the Publisher.

3.1.6. The Requirements for the Form of the Advertising Materials placed and/or available on the Website on the Internet at: [http://law.2gis.ae/advert-rules/technical-requirements/](http://law.2gis.ru/advert-rules/technical-requirements/), which define technical requirements for the Advertising Materials — in relation to the Services of the Publisher.

3.2. The Advertiser shall provide to the Publisher the Advertising Materials that shall meet the requirements of this Contract and applicable law no later than on the eighteenth (18th) day of the month preceding the first month when such Advertising Materials are to be placed according to the Order Form, except for media Advertising Materials. Other timelines for provision of the Advertising Materials may be specified in the Order Form for the Placement of the Advertisement in certain Applications when it is permitted by the Publisher's technology of the Placement of the Advertisement in such Applications.

The Advertiser shall provide the Publisher with the media Advertising Materials no later than three (3) business days prior to the date of commencement of rendering the Services by the Publisher.

The Advertiser shall be entitled to provide the Advertising Materials to the Publisher through the Personal Account.

The same timeline shall apply in case of altering the Advertising Materials during the period of their placement.

3.3. In case of late delivery of the Advertising Materials, the Publisher shall be entitled to change the duration of the placement of the Advertising Materials within the agreed term of the relevant Order Form, so that to provide compliance with paragraph 3.2 of the Contract as follows.

3.3.1. When the Advertising Materials are to be initially placed, the start date of their placement may be transferred to the second month following the month when the Advertising Materials are actually provided subject to provisions of paragraph 3.3. of this Contract, with extension for the duration of placement corresponding to the period of delay caused by the Advertiser.

3.3.2. When the Advertising Materials are to be changed, they may be placed beginning with the second month following the month when the Advertising Materials are actually provided subject to provisions of paragraph 3.2. of this Contract, without an extension for the duration of placement corresponding to the period of delay caused by the Advertiser.

The provisions of paragraph 3.3 shall not apply to the media Advertising Materials.

3.4. The Publisher shall be entitled to inspect the Advertising Materials for compliance with applicable law, the provisions of the Contract, this Contract and the Mandatory Documents specified herein at any time whether prior to the start of the provision of the Services under the corresponding Order Form or after the placement of the Advertising Materials.

3.5. An acceptance of the Advertising Materials for placement and/or a confirmation of possibility of their placement by the Publisher shall under no circumstances constitute a confirmation of the Advertiser’s right to use in such Advertising Materials intellectual property of third parties and/or to take any other action that violates the rights or legitimate interests of third parties or that breaches the law in any way. The Advertiser shall bear sole responsibility for the consequences of any abovementioned actions as well as for content of the Advertising Materials and their compliance with applicable law.

3.6. When receiving and placing the Advertising Materials, the Publisher shall be entitled to verify data contained therein, including the accuracy of addresses, phone numbers, and website addresses, and to verify whether goods or services offered in response to a request using contact details correspond to the data contained in the Advertising Materials.

3.7. In case of non-compliance of the Advertising Materials with the abovementioned requirements, the Publisher shall notify the Advertiser of the non-compliance and request the Advertiser to correct the Advertising Materials. If the Advertiser, despite a reasonable notice from the Publisher, fails to remedy the non-compliance of the Advertising Materials, the Publisher shall have the right, at its sole discretion, to unilaterally terminate the Contract, in whole or in part.

3.8. If any licenses or other special permits are required for production and/or sale of advertised goods or services or any such goods or services are subject to certification or other mandatory compliance with technical regulations, the Advertiser shall provide, along with the initial provision of the Advertising Materials, duly certified copies of documents confirming receipt of such licenses or permits and/or evidence of such compliance. Further, the Publisher may request at any time, and the Advertiser shall provide within three days from the date of request, duly certified copies of documents confirming receipt of current licenses or permits and/or evidence of continued compliance.

3.9. The Publisher shall have the right to verify at any time whether such data and documents provided by the Advertiser are true and accurate.

3.10. In case the Advertiser fails to submit the documents specified in paragraph 3.8., or the data contained therein is not true and accurate, the Publisher shall have the right, at its sole discretion, to unilaterally terminate the Contract, in whole or in part.

3.11. The Placement of the Advertisement shall be made subject to payment for the Services under the relevant Order Form and the absence of any overdue payments under the Contract unless otherwise is provided for in the Order Form. Moreover, the Publisher shall be entitled to unilaterally terminate the Contract, in whole or in part.

3.12. The additional functionalities may be made available subject to payment for the Additional Services under the relevant Order Form and the absence of any overdue payments under the Contract unless otherwise is provided for in the Order Form.

**4. Rights and Obligations of the Parties**

4.1. The Publisher undertakes to:

4.1.1. Provide the Services/Additional Services to the Advertiser under the terms of this Contract.

4.1.2. Start placing the Advertising Materials in the Application before or on the date specified in the relevant Order Form, subject to observance by the Advertiser of the requirements of Sections 3 and 5 of this Contract.

4.1.3. Ensure unrestricted access by third parties to the Applications issued by the Publisher,

4.1.4. Inform the Advertiser, at its request, about the progress in rendering the Services/Additional Services under the Contract.

4.2. The Publisher has the right:

4.2.1. Not to proceed with rendering the Services/Additional Services or to suspend their rendering in case of violation by the Advertiser of the requirements provided by Sections 3 and 5 of this Contract.

4.2.2. To terminate the Contract, in whole or in part, in the cases provided in this Contract.

4.2.3. To request from the Advertiser and to receive documents and inspect information contained therein in accordance with the provisions of Section 3 of this Contract.

4.2.4. To change titles and location of rubrics in order to improve the Business Listing; if the Advertiser’s Advertising Materials are placed in one or more rubrics that are removed from the Business Listing or their name or location is changed, the Publisher shall notify the Advertiser about such changes in the manner at the Publisher discretion.

4.2.5. To involve third parties for performance of the Publisher’s obligations under the Contract and to bear responsibility for their actions to the extent as if for its own actions.

4.3. The Advertiser undertakes to:

4.3.1. Provide the Advertising Materials to the Publisher as required in Section 3 of this Contract.

4.3.2. In due time, pay for the Services/Additional Services under the Contracts as set out in Section 5 of this Contract.

4.3.3. At the request of the Publisher, provide the documents specified in Section 3 of this Contract within the timeline specified in the same section.

4.3.4. Notify the Publisher in writing within three (3) days from the moment of cancellation, suspension or expiration of licenses, certificates and other permissions issued for or in connection with the advertised goods or services.

4.3.5. Ensure accuracy of the data contained in the Advertising Materials and the Advertising Materials’ compliance with the requirements of applicable law, the provisions of the Contract and the Mandatory Documents.

4.4. The Advertiser has the right to:

4.4.1. Make changes to the placed Advertising Materials under current Order Forms by providing new Advertising Materials in the manner stipulated in Section 3 of this Contract.

4.4.2. Be informed about the progress in rendering of the Services/Additional Services under the Contract.

4.4.3. Terminate the Contract, in whole or in part, in the cases provided in this Contract.

**5. Cost of Services and Payments**

5.1. The cost of the Services shall be set depending on the method of the Placement of the Advertisement for a certain period or executed Displays/Advertisement Clicks.

5.2. The cost of the Services/Additional Services under the Contract shall be specified in the relevant Order Form according to the Price List effective at the time of signing thereof except as otherwise provided in this Contract or Order Form.

In the absence of the Order Form signed by the Parties for the Additional Services, cost of such Additional Services is specified in the Price List in force at the moment of provision of the Additional Services. Cost of Services/Additional Services agreed by the Parties in the Order Form can be changed by agreement of the Parties.

5.3. The total cost of the Services/Additional Services payable by the Advertiser for the Reporting Period shall be equal to the sum of costs of Services within the Advertising Campaign and costs of Additional Services under all Order Forms.

5.4.The Advertiser shall pay for the Services/Additional Services as follows:

5.4.1. The Advertiser shall make a 100% advance payment for the ordered Services/Additional Services within five (5) calendar days from the signing of the Order Form, but in no event later than on the twenty-fifth (25th) day of the month preceding the month of the Placement of the Advertisement/provision of the access to the additional functionalities of the Platform unless another term of payment is specified in the relevant Order Form.

5.4.2. The Advertiser shall make a 100% advance payment for the placement of the Media Advertising Materials/Additional Services not later than three (3) business days prior to the date of commencement of rendering the Services / Additional Services by the Publisher.

5.5. The payment shall be made in AED (unless the relevant Order Form provides otherwise) by wire transfer to the bank account of the Publisher or in cash by depositing the corresponding amount to the Publisher’s cash desk or by cheques if such method of payment does not contradict to the applicable law.

5.6. The Advertiser shall be deemed to have fulfilled its obligation of payment for the Services/Additional Services after the funds have been received in a relevant bank account or after the prescribed amount has been deposited to the Publisher’s cash desk.

5.7. At the end of each calendar quarter during the term of the Contact, the Publisher shall prepare the Reconciliation Report for the quarter and deliver it to the Advertiser by e-mail within five (5) business days. The Advertiser shall print the said Reconciliation Report in two copies, make reconciliation, cause the Reconciliation Report to be signed by an authorized person and return one copy to the Publisher by courier within five (5) business days.

5.8. At the end of each calendar year during which the Services were rendered under the Contract, upon expiration of the Contract, including in case of early termination, the Publisher shall prepare the Reconciliation Report and deliver it to the Advertiser within five (5) business days on paper in duplicate. Advertiser shall reconcile payments, cause the Reconciliation Report to be signed by an authorized person and return it to the Publisher within five (5) business days of receipt thereof.

**6. Guarantees of the Parties**

6.1. The Publisher guarantees that it will remedy any defects and errors caused by the fault of the Publisher as soon as practicable when they occur while placing the Advertising Materials in Applications.

6.2. Except for any guarantees as expressly provided in this Contract, the Publisher makes no other express or implied guarantees under the Contract.

6.3. The Advertiser guarantees that:

6.3.1. the information submitted to the Publisher is true and accurate;

6.3.2. all advertised goods or services that are subject to certification and/or other mandatory compliance with technical regulations are certified or their compliance with the technical regulations is duly confirmed;

6.3.3. the Advertiser has obtained all necessary licenses and permits of competent state authorities, or the Advertiser does not carry out such activity that, in accordance with the requirements of applicable law, require special permits/ licenses / certificates, and that it has performed all other actions required by applicable law for carrying out the advertised activity and/or selling the advertised goods or services;

6.2.4. the Advertising Materials provided by the Advertiser are in full compliance with applicable law and that the use by the Publisher of the provided Advertising Materials in its performance under the Contract does not violate applicable law and is without prejudice to property and/or personal non-property rights of the third parties, including without limitation copyright and related rights, trademarks, service marks and appellations of origin, the rights to industrial designs, rights to use images of people, living or dead, etc.; and that the Advertiser received all necessary permissions therefor.

**7. Liability of the Parties**

7.1. For non-performance or improper performance of the obligations assumed under the Contract, the Parties shall be liable in accordance with U.A.E. law.

7.2. If the Services paid for by the Advertiser have not been provided in accordance with the Contract due to the fault of the Publisher, the Publisher shall extend the period of provision of the Services for the corresponding period of improper execution except as set out in paragraph 7.6. hereof unless otherwise agreed by the Parties.

7.3. If the Advertiser does not have the opportunity to use the paid access to the additional functionalities of the Platform more than one (1) business day, the Advertiser shall send the Publisher a written claim detailing the circumstances and the period of lack of access. If the claim is considered to have ground, the access to relevant paid functionalities to the Platform shall be extended by the Publisher for the period corresponding to the period of lack of access.

7.4. In case of violation of terms of payment for Services/Additional Services by the Advertiser the Publisher shall have the right to collect from the Advertiser a penalty at the rate of 0,05 % (zero point zero five percent) of the amount payable, per every day of delay.

7.5 The Publisher shall not be required to perform the Services/Additional Services if the Advertiser does not meet the deadline for providing the Advertising Materials in due form or delays payment for the Services/Additional Services or otherwise is in complete or partial default under the Contract, as well as in circumstances clearly indicating that the Advertiser will not duly perform its obligations within the established deadline.

7.6. In the case of non-performance or improper performance by the Publisher of its obligations regarding placement of the Contextual Advertising, Media Advertising the cost of the Services shall be proportionally reduced unless otherwise agreed by the Parties.

7.7. The cost of the Services actually rendered to the Advertiser shall be defined in the relevant Price List as specified in 3.1.1. as in effect on the last date of the Reporting Period, and shall be equal to the cost of the Placement of Advertisement on the position corresponding to the actual service provided. If the Advertiser has no debt before the Publisher under the Contract the Publisher shall return to the Advertiser an amount equal to the difference between the cost paid by the Advertiser for the Services which were not rendered / were improperly rendered during the Reporting Period and the cost of the Services actually rendered to the Advertiser, within five (5) banking days from the date of termination of the Order Form and receipt of the Advertiser's corresponding request.

7.8. The responsibility of the Publisher under the Contract shall be in any case limited to compensation for actual damage caused to the Advertiser in a sum not exceeding the amount paid for the Services/Additional Services the corresponding Order Form.

7.9. The Advertiser shall be held fully and solely responsible for compliance of the Advertising Materials and information and materials placed by the Advertiser within the scope of provision of the Additional Services with the requirements of applicable law, including their content and lawful use of intellectual property contained in such Advertising Materials, receipt of necessary permissions for production and sale of the advertised items, receipt of certificates for the advertised goods or services or for confirmation of their compliance with technical regulations in the prescribed manner, as well as for commission of other actions within the guarantee provided hereby.

7.10. If provision of the Services/Additional Services under the Contract causes initiation of any claims or demands against the Publisher and/or orders to pay damages or compensation from third parties and/or state authorities or initiation of administrative proceedings, the Advertiser shall immediately, on request of the Publisher, provide all required information concerning the subject of a dispute and assist the Publisher in settlement of such claims and shall also reimburse to the Publisher all damages, costs, expenses and losses (including legal costs and fines) incurred by the Publisher due to initiation, handling and enforcement of such claims, demands, orders, and administrative proceedings in connection with such claims.

**8. Force Majeure**

8.1. The Parties shall not be responsible for partial or complete failure to fulfill obligations under the Contract if such failure is due to force majeure circumstances that have arisen after the conclusion of the Contract as a result of events of extreme character that the Parties could not foresee nor prevent using reasonable measures. Such force majeure circumstances include: flood, fire, earthquakes, explosions, subsidence, epidemics or other natural phenomena, as well as war or military actions, strikes in any section of industry or region and legal acts of state or local authorities that cause impossibility of performance of the Contract.

8.2. At the commencement and cessation of force majeure circumstances, the Party that is unable to perform its obligations under the Contract shall, within three (3) days, notify the other Party in writing and provide evidence of the occurrence of such circumstances.

8.3. If the Party that is unable to perform its obligations due to force majeure circumstances fails to notify the other Party in due time, it shall not have the right to refer to such circumstances as a ground for relief of liability.

8.4. In case of force majeure circumstances, the time for performance of the obligations under the Contract shall be extended for the length of the period during which such circumstances and their consequences last.

8.5. If the circumstances specified in this section last more than three (3) months, the Parties shall agree on the future of the Contract. If the Parties fail to reach an agreement, the Party not affected by force majeure shall be entitled to terminate the Contract by notifying the other Party in writing.

**9. Confidentiality Provisions**

9.1. The Confidential Information means any information that has the potential or actual commercial value and is provided by one Party (hereinafter in this section referred to as "the Disclosing Party") to the other Party (hereinafter in this section referred to as "Receiving Party") in the form of paper, electronic or other documentation and marked as "Confidential", including, but not limited to, scientific, business and commercial information, know-how, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models , Advertiser lists, price lists, studies, findings, computer programs, inventions and ideas.

9.2. The Receiving Party shall not disclose the Confidential Information to the third parties except with the prior written consent of the Disclosing Party. The Receiving Party shall provide access to the Confidential information only to those employees who reasonably need it for performance of their obligations under the Contract.

9.3. The Receiving Party agrees that the confidentiality obligations hereunder shall apply to the Confidential Information provided by the Disclosing Party in connection with the execution of the Contract, both before and after the date of the Contract.

9.4. Upon termination of the Contract or at the request of the Disclosing Party, the Receiving Party agrees to promptly return to the Disclosing Party or destroy at the request of the Disclosing Party the Confidential Information provided by the Disclosing Party to the Receiving Party.

9.5. The confidentiality obligations hereunder shall not apply to Confidential Information which:

9.5.1. was at the time of transfer or becomes thereafter the public domain through no fault of the Receiving Party which the Receiving Party can properly prove;

9.5.2. was in possession of the Receiving Party before receipt from the Disclosing Party which the Receiving Party can properly prove;

9.5.3. was received by the Receiving Party from a third party.

9.6. The information shall not be considered to be the public domain if the basic principle is in the public domain or known to the Receiving Party, but special practice of its use is not in the public domain or not known to the Receiving Party.

9.7. Neither Party may deliver official statements, press releases, public announcements and other messages concerning the present Contract without the prior written consent of the other Party.

9.8. The Party in breach of the confidentiality obligations hereunder shall be liable in accordance with the current legislation of the U.A.E.

9.9. The confidentiality obligations hereunder shall apply during the term of the Contract and for five years after its termination unless the Parties agree otherwise.

**10. Term, Alteration and Termination of Contract**

10.1. This Contract shall enter into force upon signature by the Parties and shall be valid for an indefinite period.

10.2. The Contract may be changed:

10.2.1. by agreement of the Parties;

10.2.2. by the Publisher in the cases expressly provided in this Contract. If the Advertiser disagrees with the proposed changes the Advertiser may terminate the Contract by giving notice to the Publisher as specified in paragraph 10.3.3 hereof.

10.3. The Contract may be early terminated:

10.3.1. by agreement of the Parties;

10.3.2. by the Publisher, by way of unilateral termination of the Contract, in whole or in part, in case of breach by the Advertiser of its obligations or guarantees established by this Contract and/or the Contract. A written notice of termination shall be sent to the Advertiser not later than three (3) days before the proposed date of termination of the Contract.

The Contract for placement of the Media Advertising shall be deemed terminated, in whole or in part, upon the expiration of three (3) business days from the date of the termination notice send by the Advertiser to the Publisher.

Furthermore, the Advertiser shall compensate to the Publisher for the documented damages caused by such breach of the Contract;

10.3.3. by either Party, by way of unilateral termination of the relevant Contract, in whole or regarding a part of the Services, upon condition that the terminating Party shall notify the other Party in writing at least 14 (fourteen) days before the proposed date of termination of the Contract. The Advertiser shall fully pay for the Services/Additional Services rendered through the date of termination of the Contract, and the Publisher shall return to the Advertiser the amount of advance payment in excess of the cost of the Services/Additional Services actually rendered by the Publisher by the date of termination;

10.3.4. by either Party, by way of unilateral termination of the relevant Contract regarding the Additional Services upon condition that the terminating Party shall notify the other Party in writing at least three (3) business days before the proposed date of termination of the Contract. In this case the Contract will be deemed terminated regarding the Additional Services upon the expiration of three (3) business days after the Publisher receives the termination notice from the Advertiser, or the expiration of three (3) business days from the date the Publisher sends the termination notice to the Advertiser.

10.3.5. on other reasons provided for by applicable law and this Contract.

10.4. The Parties shall make mutual financial settlements within five (5) banking days from the date of termination of the relevant Contract except as otherwise provided in this Contract or the Order Form.

10.5. In the case of unilateral termination of the relevant Contract, such Contract shall be deemed terminated, in whole or in a relevant part, from the first day of the month following the month which includes the date of termination notice provided that notice deadline is met except as otherwise provided herein.

10.6. In case of partial termination of the Contract, the Contactor may refuse to place the Advertisement in the Applications provided that the notice deadline is met. In case of breach of time limits for payments for the Services/Additional Services or delay in provision of the Advertising Materials the Publisher has no obligation to notify the Advertiser of partial termination of the Contract with regard to the corresponding Order Forms.

**11. Duration and Alteration of Mandatory Documents**

11.1. The Mandatory Documents specified in this Contract shall come into effect from the date of their publication on the Website and remain valid until their revocation or alteration in accordance with the Contract unless another period of validity is defined by the Contract or Mandatory Documents.

11.2. The Mandatory Documents may be altered, supplemented and/or revoked at any time. Information about such changes shall be presented to the Advertiser by posting a notice on the Website or sending a notice to the e-mail address provided by the Advertiser.

11.3. Any such change shall come into force and be binding from the date of the notice, unless another effective date is specified in the Contract or notice.

11.4. The obligations of the Parties under the Contract that, owing to their nature, are intended to survive the termination of the Contract (including without limitation obligations in respect of guarantees, confidentiality and mutual financial settlements) shall survive the termination of the Contract and shall be valid until complete execution.

**12. Final Provisions**

12.1. The Contract, its conclusion and execution shall be governed by U.A.E. law. All matters not settled or fully settled by the Contract shall be determined by the substantive law of the U.A.E.

12.2. Disputes arising out of this Contract are subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre.

12.3. All notices and other documents under the Contract, unless otherwise provided in this Contract, shall be sent to the addresses specified in the Contract or the last Order Form. When delivery is required notices and other documents in writing shall be delivered by courier service with confirmation of delivery; other notifications may be sent by fax or e-mail from / to the number(s) / e-mail address(es) specified in the Contract and last Order Form.

12.4. Advertiser agrees to receive information notices (hereinafter —"the notices") to its e-mail address provided in the Order Form or in the course of execution of the Contract, on the following terms:

12.4.1. The Publisher agrees to use the notices solely to inform the Advertiser about the progress in implementing the Contract, its alteration or termination, changes in 2GIS Product, as well as ongoing promotional events, discounts and new advertising opportunities regarding 2GIS Products.

12.4.2. The Publisher agrees not to accompany the notices with third parties’ advertising.

12.5. If any provision of this Contract is held invalid, it does not affect the validity or enforceability of the remaining provisions.

12.6. The Contract is made in two copies of equal legal force, one for each of the Parties.

|  |  |
| --- | --- |
| **The Publisher:**  [BOOU.ShortLegalName] | **The Advertiser:**  [LegalPerson.LegalName] |
| [BranchOffice.LegalAddress] | [LegalPerson.LegalAddress] |
| P.O.BOX: [BOOU.PostalAddress] | P.O.BOX: [Profile.PostAddress] |
| Tel.: [BOOU.PhoneNumber] | Tel.: [Profile.Phone] |
| **Bank details**  [BOOU.PaymentEssentialElements] | **Bank details**  Bank: [Profile.BankName]  SWIFT: [Profile.SWIFT]  IBAN: [Profile.IBAN]  [Profile.AdditionalPaymentElements] |

**Signatures:**

|  |  |
| --- | --- |
| **The Publisher:** | **The Advertiser:** |
|  |  |
| / [BOOU.ChiefNameInNominative] | / [Profile.ChiefNameInNominative] |
| STAMP | STAMP |