CONTRACT No. **xxx**

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| **Дата подписания договора** | **city of нск** |

**2 ГИС**, hereinafter referred to as the “Contractor”, represented by **C.E.O.** Petrov, acting on the basis of the **certificate**, on the one hand, and **клиент** , hereinafter referred to as the “Customer”, represented by **директора** **Иванова**, acting on the basis of the **устава** , on the other hand, collectively referred to as the “Parties”, have entered into this Contract (hereinafter referred to as the “Contract”) as follows.

**1. TERMS AND DEFINITIONS**

1.1. For the purpose of this document, the below-listed terms shall have the following meaning:

a) **Web Application—**a computer program installed on the User's device (including the program for mobile devices) which is used to display and / or otherwise present the 2GIS Products to the Users through the 2GIS Business Listings API services.

b) **Statistics Data—**data generated by the automated information system of the 2GIS Business Listings API service owner. Depending on the system's purpose, such data may include, but not be limited to, the data on the quantity of Displays, price of the advertising services, and other details as related to Placement of Advertisements on the Internet Platforms and / or in the Web Applications.

c) **Internet Platform—**Internet site located at a certain network address on which the Users are made aware of the 2GIS Products obtained through the 2GIS Business Listings API services.

d) Reporting Period—a calendar month within the time frame between conclusion of this Contract and expiry / termination of this Contract. The first Reporting Period shall be deemed to commence on the date of the Contract, and the last Reporting Period shall be deemed to expire on the last effective day of this Contract.

e) **User—**any person who uses the Application for the purposes intended.

f**) Display**, depending on the method of Placement of Advertisement, shall have the following meanings:

- for placement of media advertisement—display of the Advertising Material at the Advertising Location on the Internet Platform;

- for Placement of Advertisements through the 2GIS Business Listings API Service—display of the Customer's Profile Page on the Internet Platform or in the Web Application in line with the service logic.

g) **Application—**an Electronic Mass Medium, Internet Platform, Web Application or other software owned or used by the Contractor or by the third parties engaged by such Contractor for Placement of Advertisements based on 2GIS Products.

h) **2GIS Products—**Business Listings and / or Digital Plans that can be distributed either as separate copies requiring installation on the User's hardware or be accessible through the network.

i) **Placement of Advertisements—**display of the Advertising Material at the Advertising Location in the Application, or other operations with information from the Business Listings aimed at attraction of attention, placement or carrying out of which is provided by this Contract.

j) **Advertising Material—**an advertising banner, article, comment or other advertisement which are allowed to be placed in line with this Contract and with the mandatory documents named in this Contract and were provided by the Customer as part of a particular Advertising Campaign for placement on the terms and conditions of this Contract in line with an individual Invoice.

k) **Advertising Location—**the location assigned in the graphic design of the Application for placement (display) of the Advertising Materials.

l) **Advertising Campaign—**a package of the ordered Services which are listed in the Invoice signed by the Contractor and by the Customer and which shall be fulfilled in the Reporting Period.

m) **Site—**Internet sites located at and / or controlled by the domains at 2gis.ru, flamp.ru.

n) **Business Listings—**an electronic business listings containing information about the names, locations, telephones, e-mail and website addresses, types of goods (works, services) being produced and sold, and other data about the organizations and individual entrepreneurs located within a certain area, and other organizations at the discretion of its owner.

o) **Services—**the Contractor's services for Placement of the Customer's Advertisements in the Application that shall be provided under an individual Invoice in line with the terms and conditions of this Contract.

p) **Digital Plan—**an electronic map which contains geoinformation on geographic objects and settlements within the territory delimited by certain geographic coordinates.

q) **Electronic Mass Medium—**a registered electronic periodical issued in individual circulations on optic media (CD/DVD) and containing 2GIS Products in the versions adapted for personal computers and mobile devices.

1.2. This Contract may also contain terms and definitions that are not described in Item 1.1 above. Should this be the case, such a term shall be construed in line with the text of this Contract. In the event if the text of this Contract does not provide for a clear interpretation of a term or definition, the Parties shall be guided by its interpretation provided in the following texts (as listed in the order of precedence): Invoice; mandatory documents named in this Contract; laws of the Republic of Cyprus; business practices and scientific doctrine.

1.3. Any reference herein to an item (section of Contract) and / or its terms and conditions shall mean the reference to this Contract (its section) and / or its terms and conditions.

**2. SUBJECT**

2.1. The Contractor undertakes to provide the Customer with the Services agreed upon by the Parties in the Invoice, whereas the Customer undertakes to accept and pay for the Services on the terms and conditions of this Contract.

2.2. Essential terms and conditions of the Services hereunder, including data about the Advertising Materials, Applications in which the Advertisements are planned to be placed, due dates of the Services, their price and, if required, other terms and conditions of the Services shall be agreed upon by the Parties in individual Invoices which shall make an integral part of this Contract as soon as signed by both Parties.

2.3. While acting on the basis of this Contract, the Parties may execute an indefinite quantity of Invoices, including those in which due dates overlap fully or partially.

2.4. All of the Invoices signed by the Parties during the effective term of this Contract shall be deemed to have been executed and shall be subject to fulfillment in line with this Contract.

**3. TERMS AND CONDITIONS OF SERVICES**

3.1. As a mandatory condition for the Contractor to provide the Services, the Customer shall unconditionally accept and abide by the applicable requirements and provisions contained in the following documents that shall be binding on the Parties:

3.1.1. Price List placed and / or accessible on the Internet Site at: http://ad.2gis.com.cy/#price and defining the parameters of the Advertising Materials to be placed by the Contractor as well as the price of the Service for Placement of Advertisements of a certain type as applicable to each individual Application or a group thereof.

3.2. The Customer shall provide the Contractor with the Advertising Materials which meet the requirements for the Advertising Materials and the terms and conditions for their placement, as provided by the effective laws and by this Contract, not later than on the 18th (Eighteenth) day of the month preceding the first month of their placement under the applicable Invoice. The applicable Invoice for Placement of Advertisements in individual Applications may call for a different date of provision of the Advertising Materials where this is allowed by the Contractor's technology of Placement of Advertisements in such Applications.

Similar rules shall apply where any modifications are made to the Advertising Materials during the placement period.

3.3. In the event of a late provision of the Advertising Materials, the Contractor may change the period of their placement within the agreed term of the Services under the applicable Invoice in such a way as to ensure compliance with the provisions contained in Item 3.2 above:

3.3.1. in the event of the initial placement of the Advertising Materials, the date of their placement shall move to the month following the month in which the Advertising Materials were actually delivered, with account of the provisions of Item 3.2 above, and the period of their placement shall be extended by the time equal to the time of delay through the Customer's fault;

3.3.2. in the event where any modifications are made to the Advertising Materials, such Advertising Materials shall be placed starting from the month following the month in which the Advertising Materials were actually delivered, with account of the provisions of Item 3.2 above, and the period of their placement shall not be extended by the time equal to the time of delay through the Customer's fault.

3.4. The Contractor may check the Advertising Materials for compliance with the requirements contained in the effective legislation, in this Contract and in the mandatory documents named in this Contract, both before commencement of the Services under the applicable Invoice and at any time after commencement of their placement.

3.5. Acceptance of any Advertising Materials for placement and / or acknowledgement of the possibility of their placement by the Contractor shall in no event mean the acknowledgement of the Customer's right to use any intellectual property of third parties in such Advertising Material and / or perform any actions which infringe the rights (lawful interests) of third parties or to breach the laws in any other form. The Customer shall entirely bear sole liability for use and consequences of use as well as for the content of the Advertising Material and its compliance with the requirements of the laws.

3.6. While accepting the Advertising Material and during the period of its placement the Contractor shall have the right to check the data contained therein, including checking the correctness of the addresses, telephone numbers, site addresses, and compliance of the goods (works, services) actually offered with the content of the Advertising Material.

3.7. In the event where the Advertising Material is found to deviate from the above-said requirements, the Contractor shall notify the Customer about the check results and shall propose to replace such Advertising Materials with the new materials. If, despite the reasonable warning by the Contractor, the Customer fails to correct the situation impeding placement of the Advertising Materials, the Contractor will have the right to unilaterally refuse, at its sole discretion, to perform this Contract in full or in part, and request a full compensation for the losses supported by documents.

3.8. In the event where the production and / or sale of the advertised goods (works, services) require any licenses or other special permits or where such goods (works, services) are subject to mandatory certification or other mandatory proof of compliance with technical regulations, the Contractor may at any time request, and the Customer shall provide, duly attested copies of applicable documents supporting the obtaining of such certification or compliance with such technical regulations, within three days from the applicable request, or, in the event of the initial placement, simultaneously with the delivery of the Advertising Materials.

3.9. The Contractor may at any time check for reliability of the data contained in the Customer-furnished documents supporting the obtaining of the required licenses (permits) or certificates (declarations).

3.10. In the event where the Customer fails to provide the documents listed in Item 3.8 or where the data contained in such documents is found to be untrue, the Contractor will have the right to immediately and unilaterally refuse, at its sole discretion, to perform this Contract in full or in part, and request a full compensation for the losses supported by documents.

3.11. The Advertisements shall be placed on the condition that the Invoice for the applicable Services has been paid and that there is no debt under this Contract. Besides, in the event where the Customer has breached any terms and conditions of payment, the Contractor may refuse to perform this Contract in full or in part, and request a full compensation of the losses supported by documents.

**4. RIGHTS AND OBLIGATIONS**

4.1. The Contractor shall:

4.1.1. Provide the Customer with the Services using the procedure defined in this Contract.

4.1.2. Commence placement of the Advertising Materials in the Application not later than on the date indicated in the applicable Invoice, provided that the Customer complies with the requirements of Sections 3 and 5 hereof.

4.1.3. Provide unrestricted access to the Application for the third parties within the scope defined in the applicable Invoice.

4.1.4. Upon the Customer's request, update the Customer on the progress of Services hereunder.

4.2. The Contractor has the following rights:

4.2.1. Not to commence to provide the Services or suspend them in the event where the Customer has breached the requirements set out in Sections 3 and 5 hereof.

4.2.2. Refuse to perform this Contract in full or in part where so provided herein.

4.2.3. Request and receive from the Customer the documents and check the data contained therein as provided in Section 3 hereof.

4.2.4. For the purpose of improving the Business Listings, delete, introduce and change the names and location of categories. In the event where the Customer's Advertising Materials have been placed in any one or more than one category which are subject to removal from the Business Listings or to change in their name or location, the Contractor shall notify the Customer about the accomplished changes in any suitable form.

4.2.5. Engage third parties for fulfillment of obligations hereunder provided that the Contractor assumes full responsibility for their actions as if such actions were made by the Contractor itself.

4.3. The Customer shall:

4.3.1. Provide the Contractor with the Advertising Materials in line with the requirements set out in Section 3 above.

4.3.2. Timely pay for the Services under the Invoice in line with the terms and conditions set out in Section 5 herein.

4.3.3. Upon the Contractor's request, provide the documents listed in Section 3 above, within the dates indicated herein.

4.3.4. Notify the Contractor in writing within Three (3) days from revocation (cancellation), suspension or expiry of the effective term of the licenses, certificate and other permits issued for or in connection with the advertised goods (works, services).

4.3.5. Ensure reliability of the data contained in the provided Advertising Materials as well as their compliance with the laws, this Contract and the mandatory documents named in this Contract.

4.4. The Customer has the following rights:

4.4.1. Make changes to the Advertising Materials being placed under the current Invoices with respect to the names, addresses, telephone numbers, electronic (e-mail) addresses and categories, by providing new Advertising Materials using the procedure defined in Section 3 above.

4.4.2. Receive updates on the progress of the Services hereunder.

4.4.3. Refuse to perform this Contract in full or in part where so provided herein.

**5. PRICE OF SERVICES AND PAYMENT PROCEDURE**

5.1. Price of the Services is set, depending on the methods used for Placement of Advertisements, for a certain period or for the Display performed.

5.2. The Price of the ordered Services shall be indicated in the applicable Invoice in line with the effective Price List for Placement of Advertisements in the Applications indicated in such Invoice.

5.3. Total price of the Services payable by the Customer for the Reported Period shall include the price of the services under individual Invoices as part of the Advertising Campaign.

5.4. The Customer shall make a One hundred percent (100%) advance payment for the ordered Services within Five (5) calendar days from signing the applicable Invoice, but in any case on or before the 25th (Twenty-fifth) day of the month preceding the month in which the Advertisements will be placed, unless the applicable Invoice provides for a different payment date.

5.11. Payment for the Services shall be effected in Euros by transfer of the required amount to the Contractor’s current account or by payment of the amount (within the amount allowed by the effective laws) to the Contractor’s cash desk.

5.12. The Customer shall be deemed to fulfill its obligations for payment for the Services as soon as the required amount has reached the Contractor’s current account.

**6. WARRANTIES**

6.1. The Contractor hereby warrants that it will correct, within the shortest possible time, any faults and errors that may occur through the Contractor’s fault in the Applications released by the Contractor in the course of Placement of Advertisements.

6.2. The Customer hereby warrants that:

6.2.1. all information delivered to the Contractor is true;

6.2.2. all of the advertised goods (works, services) requiring mandatory certification and / or other mandatory proof of compliance with technical regulations have been certificated or proven for compliance with technical regulations per the existing procedures;

6.2.3. the Customer has obtained all of the required licenses and other permits of the competent state authorities, or that the Customer is not pursuing any activity requiring a special permit / license / certificate under the laws of the Republic of Cyprus, and has taken all actions as required by the laws of the Republic of Cyprus for pursuing the advertised activity and / or sale of the advertised goods (works, services);

6.2.4. the Customer-furnished Advertising materials fully comply with the laws of the Republic of Cyprus, and that the use of the provided Advertising Materials by the Contractor for the purpose of fulfillment of the contractual obligations will not breach the laws on advertising and competition, will not infringe the property rights and / or personal non-property rights of any third parties, including, but not limited to, the copyright and the allied rights, rights for trademarks, service marks or names of places of origin of goods, rights for industrial designs, rights to use images of people, whether alive or dead, etc., and that the Customer has obtained the required permits (or entered into applicable contracts).

**7. LIABILITY**

7.1. In the event of failure to fulfill or failure to properly fulfill the contractual obligations, the Parties shall be held liable in line with the effective laws of the Republic of Cyprus.

7.2. In the event where the Services, already paid for by the Customer, were provided by the Contractor with deviation from the terms and conditions of placement of the Advertising Materials through the Contractor’s fault, the Contractor shall extend the period of the Services by the time equal to the duration of non-conforming Services, except as otherwise agreed upon by the Parties.

7.3. In the event where the Customer fails to timely pay for the Services, the Customer shall be denied the right for discount on the price of such Services according to the Price List, and the Contractor will have the right to charge the Customer a forfeit at the rate of one-tenth percent (0.1%) of the overdue amount for each day of delay.

7.4. The Contractor shall not be responsible for the fulfillment of counter-obligations for Placement of Advertisements in the event where the Customer fails to timely provide the Advertising Materials in proper format, fails to timely effect payment, fails to perform other contractual obligations in full or in part, or where the circumstances clearly indicate that such performance will be late.

7.5. The Contractor's liability hereunder shall in any case be limited to payment of compensation for the real damage caused to the Customer, in the amount not exceeding the paid amount of Services under the applicable Invoice.

7.6. The Customer shall entirely bear sole responsibility for ensuring compliance of the Advertising Materials with the laws, including their content and lawfulness of use of any intellectual property in such Advertising Materials, availability of the required permits for production and sale of the advertised objects, the obtaining of certificates for the advertised goods (works, services) or proof of their compliance with technical regulations per the existing procedures, as well as for other actions under the Contract Warranty.

7.7. In the event where Placement of Advertisements hereunder entailed any complaints, claims and / or warrants for compensation of losses (payment of compensation) being issued by third parties and / or state authorities against the Contractor or where applicable administrative action was brought against the Contractor, the Customer shall upon the Contractor's request promptly provide the Contractor with all requested information regarding the subject of dispute, shall assist the Contractor in resolving such claims, and shall reimburse all losses (including legal expenses and penalties) suffered by the Contractor in view of filing, review and fulfillment of such complaints, claims and warrants or bringing the administrative action in connection with the infringement of third-party rights and / or the effective laws as a result of Placement of Advertisements.

**8. FORCE MAJEURE**

8.1. The Parties shall be exempted from liability for failure to fulfill their obligations hereunder in full or in part if such failure was caused by a force majeure that occurred after conclusion of this Contract as a result of extraordinary circumstances that the Parties could neither reasonably foresee nor prevent. Such force majeure circumstances include: flood, fire, earthquake, explosion, land subsidence, epidemics and other natural phenomena, as well as acts of war or hostilities, industrial or regional strike, and acts of state authorities or local self-government authorities denying the possibility to perform this Contract.

8.2. Upon occurrence or cessation of force majeure, the affected Party shall within Three (3) days notify the other Party in writing accordingly and shall evidence the existence of such force majeure by the certificate issued by applicable competent authorities.

8.3. In the event where the affected Party fails to timely notify the other Party, the affected Party shall have no right to refer to such force majeure as the reason for its exemption from liability.

8.4. In the event of occurrence of a force majeure, due dates of fulfillment of obligations hereunder shall be extended by the time equal to the duration of such force majeure and its effects.

8.5. In the event where a force majeure persists for more than three months, the Parties shall mutually agree upon further existence or termination of this Contract. Where the Parties fail to reach an agreement, the affected Party will have the right to refuse to perform this Contract subject to applicable notice to the other Party.

**9. CONFIDENTIALITY**

9.1. The Parties agree to maintain the secrecy and confidentiality of the terms and conditions of this Contract and all information exchanged by the Parties during the conclusion and performance of this Contract (hereinafter referred to as Confidential Information), and shall not release, disclose, make public or otherwise provide such information to any third party without prior written permission of the transmitting Party.

9.2. Both Parties shall take all necessary actions to protect Confidential Information with at least the same degree of care with which they treat their own Confidential Information. Access to Confidential Information will only be made available to the employees on a reasonable need-to-know basis for the purpose of fulfillment of their functional duties hereunder. Both Parties shall cause such employees to assume the same obligations for protection of Confidential Information as the Parties assumed hereunder.

9.3. Obligation for maintaining secrecy of Confidential Information shall be valid for the entire term of this Contract and for another five years from its expiry except as otherwise agreed by the Parties.

**10. EFFECTIVE TERM, AMENDMENTS AND TERMINATION**

10.1. This Contract shall take effect as soon as signed by the Parties and shall be in effect for an indefinite term.

10.2. The Contract may be amended:

10.2.1. By consent of the Parties—by signing a supplementary agreement hereto or, in the event of amendments to the Invoice, by signing a new Invoice to supersede the old one.

10.2.2. On the Contractor's initiative, where so directly allowed by this Contract—by sending a notice of amendments to the Customer at least Twenty (20) days before the effective date of such amendments. In the event where the Customer disagrees with the proposed amendments, the Customer may refuse to perform this Contract subject to the notice as provided in Item 10.3.3 below.

10.3. This Contract may be terminated early:

10.3.1. By consent of the Parties;

10.3.2. On the Contractor's initiative, by unilateral refusal to perform this Contract in full or in part in the event where the Customer breached its obligations or warranties defined in this Contract. A written notice of unilateral refusal to perform this Contract shall be sent to the Customer at least Three (3) days before the expected date of termination. Should this be the case, the Customer shall compensate the Contractor for the damage caused by such termination as supported by documents.

10.3.3. On the initiative of either Party, by unilateral refusal to perform this Contract in full or in part, subject to a written notice to the other Party at least Fourteen (14) days before the expected date of termination. Should this be the case, the Customer shall make a full payment for the Services provided by the time of termination of this Contract, and the Contractor shall refund to the Customer any amount of the advance payment in excess of the actual Services provided by the Contractor as of the date of termination.

10.3.4. For other reasons as provided by the effective laws and this Contract.

10.4. The Parties shall settle their financial obligations within Five (5) banking days from termination of applicable Contract.

10.5. In the event of a unilateral refusal to perform this Contract, this Contract shall be deemed to be terminated in full or in applicable part from the first day of the month following the date of sending the notice of refusal to perform this Contract, subject to compliance with due dates of such notice.

10.6. A partial refusal to perform the concluded Contract may consist in the refusal to place the Customer's Advertisements under certain Invoices in the Applications, starting from the first day of the month following the date of sending the notice of refusal to perform this Contract, subject to compliance with due dates of such notice. In the event of failure to timely pay for the Services or failure to timely provide the Advertising Materials, the Contractor is not required to send to the Customer the notice of a partial refusal to perform this Contract under the applicable Invoices.

**11. EFFECTIVE TERM AND AMENDMENTS TO THE MANDATORY DOCUMENTS**

11.1. The mandatory documents indicated in this Contract shall take effect as soon as placed on the Site, and shall be in effect until revoked.

11.2. The mandatory documents may be amended and / or revoked at any time. The data about amendments to, or revocation of, such documents shall be communicated to the Customer using any of the following methods at the Contractor's discretion: by placement on the Site, by publication in the mass media, or by sending an applicable notice to the e-mail address indicated by the Customer during the conclusion or performance of this Contract.

11.3. In the event of revocation of, or amendments to, the mandatory documents, such amendments shall take effect as soon as applicable data has been communicated to the Customer, except where the Contract or applicable notice calls for a different term.

11.4. The Services hereunder shall be provided with account of the mandatory documents in the version which is effective at the time of signing the applicable Invoice.

11.5 Those of the contractual obligations of the Parties which by virtue of their nature shall continue to be effective (including, but not limited to, warranty obligations, confidentiality obligations, and mutual settlement obligations) shall be in effect after the expiry of this Contract until performed in full.

**12. MISCELLANEOUS**

12.1. By entering into this Contract, the Customer, while acting freely, of its own will and in its interest, grants an irrevocable written consent for inclusion of any personal data, indicated in such consent or separately, in the Business Listings being the public sources of personal data, and for other forms of processing of its personal data, including any action (operation) or a combination of actions (operations) performed upon such personal data, with or without use of automation equipment, including acquisition, recording, systematization, generation, storage, updating (changing), retrieval, use, transmission (distribution, provision, access), depersonalization, blocking, removal, and destruction of personal data for the purpose of creation of Business Listings, placement of advertisements in such Business Listings, and distribution of personal data within such Business Listings or separately, whether as part of advertisements or not.

12.2. This Contract, including its conclusion and performance, shall be governed by the effective laws of the Republic of Cyprus. Any issues that are not resolved through this Contract in full or in part shall be regulated in line with the substantive law of the Republic of Cyprus.

12.3. Any disputes hereunder shall be referred to the court at the Contractor's location.

12.4. Except as otherwise provided in this Contract, any notices and other documents hereunder shall be sent to the addresses indicated in this Contract or in the latest Invoice. Where any written notices and other documents have to be delivered, these shall be sent by mail (with delivery to be acknowledged) or by courier, whereas other notices may be sent by fax or by e-mail from / to the fax numbers / e-mail addresses indicated in this Contract or in the latest Invoice.

12.5. The Customer agrees to receive electronic messages (hereinafter referred to as Notices) to its e-mail address, indicated in the Invoice or during performance of this Contract, on the following terms and conditions:

12.5.1. The Contractor shall use the Notices solely for updating the Customer on the progress of the concluded Contract, any amendments thereto or early termination thereof, changes to the 2GIS Products, and any promotions, discounts, and new advertising opportunities in the 2GIS Products.

12.5.2. The Contractor shall not attach to the Notices any advertising materials of third parties.

12.5.3. The Notice, complete with the attached electronic documents, shall be deemed to be received by the Customer if the mail server confirms that it had successfully been delivered to the Customer's electronic address.

12.6. In the event where any provision of this Contract is found to be invalid, the remaining provisions shall remain in full force and effect.

12.7. This Contract has been made in duplicate, one original copy for each of the Parties, both having equal legal validity.

**13. DETAILS AND SIGNATURES OF THE PARTIES**

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| Contractor:  **исполнитель**  TIC: **1111**  Legal Address: **улица Ленина**  **р/с к/с бик банк** | Customer:  **заказчик**  TIC: **222**VAT: **222**  Legal Address: **проспект Маркса**  IBAN **проспект Маркса**  SWIFT **проспект Маркса**  Account Number **проспект Маркса**  Bank name: **проспект Маркса**  **проспект Маркса** |
| **Администратора по учету продаж**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / фио**  **Seal** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/фио**  **Seal** |