

Supplier

LLC "Aktino"
st. Shaumyana 86/1
Yekaterinburg 620102
Federazione Russa

VAT: INN: 6674152226 - CF: OGRN: 1056605192093

IBAN:

CDC - Project: FP21006 - Exhibition Alexander

Administrative Ref.FWS: ELISABETTA BASSANI

Email Ref.FWS: elisabetta.bassani@feelrouge.com

Quantity	Item	Rate	Amount	VAT	Gross Amt
1	Temporary high-speed Internet access channel 1Gbps 27.05.2021-27.06.2021 -technical staff for installation	€1.877,93	€1.877,93	€0,00	€1.877,93

Total	€1.877,93	€0,00	€1.877,93
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Shipped by	Date	Place	Delivery Notes

Payment Terms	Due Dates	Payment Notes
Bonifico Bancario (1 date)		Payment of €1.877.93 upon receipt of signed PO and invoice. Bank: Ural branch of JSC Banc Intesa Bank account (EUR): 40702978950090000288 BIK: 046577909 SWIFT: KMBBRUMM REUTERS: BCIR Correspondent account EUR: 100100004730 INTESA SANPAOLO SPA, MILAN SWIFT: BCITITMM
Payment will start ONLY after receiving the invoice_Bank fees are shared		

HOD Signature ()	
PM Signature (Anna Montorsi) 	Supplier Signature

TERMS AND CONDITIONS**Cancellation**

FWS shall be entitled to cancel the Order at any time and is agreed that FWS must pay the costs and expenses incurred from the SUPPLIER at the date of the cancellation with respect to the performance of its obligations, excluding SUPPLIER's right to receive any damage compensation.
If the advance payment exceeds the costs and expenses incurred at the time of cancellation, FWS shall require for reimbursement.

Penalty for delayed delivery

In case SUPPLIER does not deliver goods/services within the agreed delivery periods, SUPPLIER agrees to pay beside any damages claims due to such delivery delay, a contractual default penalty in the amount of 0.2% per day of the Value of the Goods/Services not delivered, such penalty will not exceed 10 % of the value.

Rights

All the Intellectual Properties has to be transferred to FWS.

Personnel Insurance

The SUPPLIER is fully responsible for all personnel insurances. These include, but is not limited to, accident, public liability, travel, medical and repatriation.

Other**INSURANCE CONDITIONS**

The Supplier declares to have entered and to maintain for the duration of the engagement an appropriate public liability insurance against liability to any person or loss of, destruction or of damage to property, as well as to cover its representatives and Personnel (including medical expenses), for an amount not less than Euro 2.000.000,00.
Insurance

The Supplier also declares to possess an all-risk insurance policy against damage, fire and theft of the rented items and of their own tools and equipment throughout the service period and the transport, including the storage in Location, in the area of installation and any other location where the insured items will be stored and during the operation of supply of the services.

FORCE MAJEURE

"Force Majeure" shall mean acts, events, omissions or accidents which in each case are beyond the reasonable control of either Party and which were not reasonably foreseeable at the date of this PO including, but not limited to, flood, sabotage, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power suppliers, fuel, transport, equipment or other Goods/Equipment or services (unless caused by the action or inaction of the affected Party), war, hostilities, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion, any ruling or omissions (including failure to grant any necessary permission) of any relevant government, court or any competent national or international authority, including Client's decision to cancel the Event or the contract between FWS and the Client, and any change to laws, regulations or orders which affect the performance of this PO.

If either party is prevented from or delayed in performing any of its obligations under this PO by Force Majeure, then neither Party shall be deemed to be in breach of this PO, or otherwise liable to the other, for any delay in performance or other non-performance of any of its obligations under this PO to the extent that the delay or non performance is due to any Force Majeure of which one Party has notified in writing the other Party, within five (5) days from the verification of the event constituting Force Majeure.

If the performance by either party of any of its obligations under this PO is prevented or delayed by Force Majeure, the other party shall be entitled to terminate this PO by giving written notice to the Party affected by Force Majeure. FWS must pay to SUPPLIER the demonstrably incurred costs and expenses as at the date of termination with respect to the performance of its obligations under this PO, provided that SUPPLIER uses its best endeavours to mitigate the extent of such costs and expenses.

In the event of postponement or suspension of the supply/performance due to Force Majeure agreed between the Parties, the PO shall be postponed or suspended accordingly, without prejudice to the conditions agreed upon therein upon resumption of processing. Payments will also be suspended in the same way without additional costs.

COVID CLAUSE

If the Supplier's personnel will access to FWS-operated venues, they must comply with all the H&S and Anti-Covid prevention regulations of FWS. In the case of personnel not suitable to enter the site (for high temperature or positive Covid), the Supplier must immediately replace the members at his own expense.

All Supplier's staff must be employed and/or engaged in full compliance with any and all applicable labour and providential law provision.

SUPPLIER SIGNATURE FOR ACCEPTANCE (stamp & date)

27/5/2021

Nondisclosure Agreement on "Confidential Information"

This agreement is made between Feelrouge Worldwide Shows hereinafter referred to as the "Disclosing Party", on the one part, and the Supplier entered into business with pre present P.O., hereinafter referred to as the "Receiving Party", on the second part, both hereinafter jointly referred to as "Parties" and separately as "Party".

IT IS NOW THEREFORE AGREED BETWEEN THE PARTIES:

1 – Subject of the Agreement

1.1 – "Confidential information" in this agreement means any information or data of whatever kind or nature related in any way to the "Disclosing Party" which is non-public, confidential and/or proprietary in nature, including but not limited to Intellectual Property Rights and any, present or future, material of a creative, technical, operational, administrative, economic, planning, business or financial nature, in oral, written, printed or in any other form, in any data carrier, which is transmitted to the "Receiving Party".

1.2 – "Confidential information" shall also include information of a confidential nature relating to the internal workings and operations of the "Disclosing Party" and any other third parties involved in the receipt or delivery of products or services.

1.3 – "Confidential information" is any information, which has an actual and / or potential commercial and other value because it is unknown to the third parties and to which there is no free access to the legal basis. The holder of the information is taking all possible measures to maintain the confidentiality of information.

1.4 – A "Confidential information" means any present and / or any future information related to the structure, its members, the scope of work of the "Disclosing Party" itself and the projects. This information can be marked or not marked as confidential or proprietary, but was passed to one of "Parties" during negotiations about ongoing activities.

1.5 – "Confidential information" does not include information which:

- was or becomes generally available to the public other than as a result of a disclosure by you;
- at the date of disclosure was or becomes public domain through no fault of you in breach of this letter;
- was lawfully in your possession prior to its disclosure hereunder and you can so prove;
- was disclosed to you by a third party having the right to do so and without any restriction on use or disclosure and you can so prove;
- you legally requested to disclose by any Authority, provided that in such a case you promptly provides FWS with a written notice;
- FWS has previously authorized in writing to divulge or communicate to third parties.

2 – Rights and Obligations of Parties

2.1 – The "Receiving Party" undertakes and agrees that Confidential Information disclosed to, received by or obtained by the "Disclosing Party" shall be held in strict confidence and shall only be used by the "Receiving Party" as strictly necessary for the Permitted Purpose and shall not be used or exploited for any other purpose whatsoever. The "Receiving party" undertakes that it will implement and maintain appropriate technical and organizational security measures for protection against unauthorized or unlawful access.

2.2 – "Receiving Party" commits to use the information, which was received as a result of a partnership only in order to collaborate.

2.3 – "Receiving Party" after co-operation commits not to use the information, which was received as a result of partnership, in order to unfair competition with "Disclosing Party".

2.4 – All of the "Confidential information" which is received by "Parties" as a result of a partnership in letters, e-mails, reports, recordings, photographs, pictures in oral, written, printed or in any other form, is the property of "Disclosing Party" and can be used only under the terms of this Agreement.

2.5 – The "Receiving Party" undertakes and agrees not to make any copies of (or otherwise record) any Confidential Information and not to disclose to others (including without limitation its employees, agents, subcontractors and representatives) any or all of the Confidential Information communicated.

2.6 – "Receiving Party" does not derive any intellectual property rights of "Disclosing Party", such as trademark, invention, computer programs and all other results of an intellectual activity.

2.7 – In the event that the "Receiving Party" decide not to proceed with the transaction which is the subject of this letter or at any time upon request of the "Disclosing Party", "Receiving Party" shall promptly redeliver all written material containing or reflecting any Confidential Information and will not retain any copies, extracts or other reproductions in whole or in part of such written material. All documents, memoranda, notes and other writings whatsoever prepared by the "Receiving Party" or "Receiving Party" advisors based on Confidential Information shall be destroyed and/or expunged from any computer, word processor or any other device in your possession, and such destruction and/or expunction shall be certified in writing to the "Disclosing Party" by an authorised officer supervising such destruction and/or expunction.

2.8 – In case of disclosure of information called a "commercial secret" and / or "Company secret" in accordance with this Agreement:

2.8.1 – "Receiving Party" compensates all the losses to "Disclosing Party" in the amount which is determined by the Italian Law.

2.8.2 – "Receiving Party" is warned that the disclosure of commercially secret information may cause civil, administrative and criminal liability.

3 – Special Conditions

3.1 – All alterations and additions to this Agreement are valid only in written form and if signed by both of "Parties".

3.2 – In case of disputes and differences under this Agreement "Parties" will take all the possible measures for settlement of dispute by way of negotiations.

3.3 – In case of irresolvable disputes between "Parties" the court of Milano in accordance with the Italian Law shall finally settle the disagreement.

4 – Period of Validity

4.1 – This agreement comes into force when signed by both "Parties" and is valid for ten years.

FEELROUGE WORLDWIDE SHOWS S.R.L.

Legal Representative

Receiving Party

Legal Representative