

## CONTRACT FOR TRANSPORT FORWARDING SERVICES

This document is a public offer of SKYSHIFT Limited Liability Company (hereinafter referred to as the "Forwarder") to an individual and a legal entity of the Russian Federation to conclude a contract for the provision of forwarding services under the conditions specified below and is published on the Internet at the Forwarder's website at <http://www.skyshifts.com> (hereinafter - the "Website"). This Agreement is considered to be concluded from the moment of its acceptance by means of accession of the Client to its terms and conditions. The fact of accession to the terms and conditions of the Agreement shall be the ordering of the service and/or delivery of the cargo and/or payment for the service through the Freight Forwarder's mobile application "SkyShifts" (hereinafter referred to as the "mobile application"). Acceptance of the offer is equivalent to the conclusion of the Agreement on the terms and conditions set out in the offer. The person who has ordered the service and/or delivered the cargo and/or paid for the service and/or received the cargo is deemed to be the Customer or the Customer's representative with proper authorisation. The Consignor confirms that he has received consent to the terms and conditions of this Agreement from the Client (the Payer, the Consignee). The parties have agreed that the Forwarder may not verify the Consignor's authority to represent the Customer, as the authority follows from the circumstances.

### 1. SUBJECT MATTER OF THE CONTRACT

1.1. The Forwarder undertakes for remuneration and at the expense of the Customer to render services related to transportation of the cargo of the Customer, or to arrange their delivery as instructed by the Forwarder.

1.2. In accordance with the legislation of the Russian Federation the Customer may act both as a Customer and as a Consignor or a Consignee, and in this regard the appropriate clauses of the Contract governing the rights and obligations of the Customer shall apply to it to the extent that any such rights and obligations are provided for the Customer, the Consignor or the Consignee respectively by the legislation of the RF and the Contract.

1.3. The Forwarder shall deliver the cargo to the hotel, pick-up point, or address indicated by the Client by means of arranging the service in the Forwarder's mobile application.

### 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### 2.1. Rights and obligations of the Forwarder

##### 2.1.1. The Forwarder has the right to:

2.1.1.1. Conclude contract(s) in its own name for the transportation of the cargo for the fulfilment of this Contract.

2.1.1.2. Refuse to accept Cargo that do not comply with the Contract, require special conditions for transportation, security or are dangerous by their nature.

2.1.1.3. Suspend the performance of the Order and charge Client for delays, storage, other expenses and penalties in case any untrue or incomplete information is given or revealed in the fulfilment of the Order.

2.1.1.4. To perform video surveillance as well as telephone recording in its premises and on its devices in order to ensure security and proper service to the Customer without further notice. Video and telephone records may be used as evidence in accordance with the laws of the Russian Federation.

##### 2.1.2. The Forwarder is obliged to:

2.1.2.1. Accept the Cargo in accordance with the procedure and under the terms of this Contract.

2.1.2.2. Document the fact of shipment, date of shipment, order status and other related information in the Customer's Personal Profile in the Mobile Application.

2.1.2.3. Notify the Customer of the arrival of the cargo by notification via the Customer's Personal Profile in the Mobile App.

2.1.3. The Forwarder provides additional services related to the organisation of the transport and delivery of the Cargo, arranges insurance of the Cargo on his behalf, if instructed to do so by the Client. The additional services shall be rendered by the Forwarder at the expense of the Client upon his instruction or without such instruction in the interests of the Client in accordance with the terms and conditions of this Contract.

#### 2.2. Rights and obligations of the Client.

##### 2.2.1. The Client is obliged to:

2.2.1.1. Hand over the cargo to the Forwarder at the place designated by the Client when making the application in the Mobile App.

2.2.1.2. Attach a photograph of the cargo in the designated tab of the application in the Mobile App. If the cargo requires special transport conditions due to its nature, the Client shall indicate this fact during the application process.

2.2.1.3. Provide the Forwarder with information about the Consignee (telephone number, full name), if the Consignee and the Customer are different persons, as well as notify the Consignee of handing over the Goods to the Forwarder for delivery to his/her address.

2.2.1.4. Receive or ensure receiving of the cargo at the point of destination on the date indicated by the Customer when concluding the Agreement.

2.2.1.5. Prior to the moment of ordering the services, read the fees of the Forwarder, the rules and approximate terms of rendering the services, forms of documents, abbreviations used, additional conditions, and other information available on the

website of the Forwarder. the information available on the Website. An order of the Forwarder's services is a proper and sufficient confirmation that the Client has been fully acquainted with the above-mentioned information.

**2.2.2. The Client has the right to:**

2.2.2.1. Demand compliance by the Forwarder with the terms of this Agreement.

2.2.2.2. Order additional services specified in the Agreement and/or placed at the Website at its own expense.

2.2.2.3. The Consignor has the right to change the originally stated delivery address before the cargo is handed over to the Forwarder.

**2.3. The Customer guarantees that:**

2.3.1. The information about the properties and nature of the Cargo, the generic name of the Cargo, and the Consignee's contacts is correct.

2.3.2 The cargo handed over to the Forwarder is not classified as cargo

- prohibited for transportation by the current laws of the Russian Federation;
- dangerous, including inflammable, explosive, caustic, toxic substances;
- requiring special storage and/or transportation conditions, including perishable, temperature-sensitive;

2.3.3. The content of the cargo corresponds to the content declared upon entry of the order in the Mobile App.

2.3.4. The Customer's representative authorised to receive the cargo has the right to sign the documents confirming the receipt of the cargo.

**3. PROCEDURE FOR RECEIVING, PACKING, STORAGE AND DELIVERY OF THE CARGO**

**3.1. Receiving of cargo by the Forwarder.**

3.1.1. The cargo is received from the Customer (Consignor) by its generic name and without checking the contents of packing for operability, compliance of its name, internal assembly, quantity and quality of inserts, presence of any obvious or hidden defects, and sensitivity to temperature.

3.1.2. Receipt of the consignment shall be confirmed by a respective note of the Forwarder, which the Client can see in the Personal Profile of the Mobile Application.

3.1.3. All information necessary for the implementation of legal relations between the Parties shall be reflected in the Forwarder's Mobile App and comply with the requirements of the legislation of the Russian Federation on transport forwarding activities. The Transport Bill of Lading (B/L) and the Goods Consignment Note (GCN) shall not be issued by the Forwarder.

**3.2. Packaging of cargo.**

3.2.1. The Customer independently determines the adequacy of packing to the nature of cargo which will ensure its safety during transportation.

3.2.2. A client has the right to order additional packaging of cargo.

3.2.2.1. The additional packaging does not exempt the Customer from the obligation to provide proper internal/interior packaging of cargo. Responsibility for damage to the consignment while the outer packaging is intact shall be upon the Customer.

**3.3. Delivery of cargo.**

3.3.1. Delivery of the cargo to the Consignee is made by the Forwarder at the point of destination. If the point of destination is the receiving point, the obligations of the Forwarder shall be deemed to be fulfilled from the moment of delivery of the Cargo to the receiving point.

3.3.2. The Goods shall be delivered directly to the Client, to the Consignee indicated by the Client, or placed at the receiving point indicated by the Client.

3.3.3. If the cargo is a suitcase, or other packages intended for luggage transportation, the cargo shall not be inspected internally if the outer packaging is intact.

**4. FEE AND PAYMENT PROCEDURE**

4.1. Remuneration is paid by the Customer on the day the Contract is concluded.

4.2. Payment shall be made in rubles, via bank transfer. The date of payment is the date of receipt of money funds to the Forwarder's account.

**5. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION PROCEDURE**

5.1. The Forwarder is liable to the Client in the form of compensation for loss of, deficiency of or damage to the Cargo after its acceptance by the Forwarder and before delivery of the Cargo to the Consignee indicated by the Client or to a person authorised by him, unless he proves that the loss of, deficiency of or damage to the Cargo was caused by circumstances which the Forwarder could not have prevented and which he could not have prevented, in the amount of the documented value of the Cargo.

5.2. If the condition of the packing at the time of delivery of the Cargo corresponds to the condition of the packing at the time of receipt of the Cargo for carriage, the Forwarder shall not be liable for compliance of the name, quantity and quality of the inserts (contents) with the accompanying documentation, the presence of obvious or latent defects and internal deficiencies.

5.3. The Client is fully liable for the correctness, accuracy and completeness of the information required for the performance of the contract (including the indication of the name of the consignment). The Customer is not liable to claim for unfulfillment or improper fulfilment of the contract by the Forwarder, if this followed due to incorrect information provided by the Customer.

5.4. If the cargo is a suitcase or luggage, the Forwarder, when accepting the cargo, shall not check the goods for compliance with the name, quantity and quality of the internal attachments (contents) and shall not check the contents for apparent or latent defects, and shall not be liable for any discrepancies revealed in the course of storage and/or receipt/delivery of the cargo, including for internal deficiencies while the external packaging is intact.

If the condition of the packaging at the time of delivery of the Cargo corresponds to the condition of the packaging at the time of receipt of the Cargo for storage, the internal inspection at delivery of the Cargo shall not be made, and the Forwarder shall not be liable for compliance of the name, quantity and quality of attachments (contents) with accompanying documentation, the presence of obvious or latent defects, and internal deficiencies.

5.5. In the event of absence of the Client from the place of delivery at the time designated for the delivery of the cargo, the cost of the services may be increased in proportion to the waiting time of the Forwarder for the Client.

5.6. All disputes under the Agreement shall be resolved by the Parties by compulsory observance of the complaint procedure. The complaint must be examined within 30 calendar days of receiving the complaint in written form. In case of absence of a reply to the claim within the given period, and also in case of impossibility to settle the dispute through negotiations, the disputes shall be considered in the following order:

5.6.1. Disputes with legal entities and individual entrepreneurs - in the Arbitration Court of Tula.

5.6.2. Disputes with individuals:

- In Central District Court of Tula, if a dispute is to be considered in the District Court;
- at justice of the peace of judicial district No. 79 of the Central judicial district of the city of Tula, if the dispute shall be considered in the Justice of Peace court

## **6. CIRCUMSTANCES OF FORCE MAJEURE**

6.1. The Parties are excused from liability for partial or full non-fulfilment of their obligations under this Contract in the event that it was caused by force majeure circumstances, namely: flood, earthquake, fire, transport accidents, terrorist acts, military actions of any nature, riots, civil unrest, staff strikes, actions of public authorities and administration, if these circumstances prevent the proper fulfilment of Parties' obligations under this Contract.

6.2. A Party facing circumstances of force majeure shall notify the other Party in written form of the occurrence and cessation of such circumstances without delay, but not later than 2 (two) days from the date when the Party learned of their occurrence and cessation. Proper evidence of the occurrence and duration of these circumstances will be the certificates of the relevant chambers of commerce and industry, acts and instructions of public authorities and administrations.

6.3. In the event of occurrence of the circumstances listed in Clause 6.1 and their consequences continuing for more than 20 (twenty) days, the Parties have the right to unilaterally withdraw from this Contract.

## **7. OTHER CONDITIONS**

7.1. The Client consents unconditionally and instructs the Forwarder to process the personal data provided in connection with the performance of the Contract in accordance with the procedure specified on the Website. The Client confirms that he/she is notified that the provision of services under the Agreement cannot be performed without providing contact information and data enabling the identification of the Client/Consignor/Consignee. When the Client provides the personal data of third parties, the Client warrants that the consent of the above parties to the provision of their personal data to the Forwarder has been obtained by the Client and shall be liable in case of any claim against the Forwarder due to failure to comply with this condition. The Forwarder shall process the Client's personal data within the period of rendering the forwarding services, as well as within 5 (five) years from the moment of termination of rendering the services. After the expiry of the aforementioned period, the personal data shall be deleted.

7.2. The Client, directly or through a representative, by providing information about his/her telephone numbers, e-mail addresses, as well as the telephone numbers of the Consignor/Consignee/Payer or their authorised representatives, gives his/her consent and guarantees that the owners and users of the telephone numbers and e-mail addresses agree to receive written, voice and text notifications (including advertising notifications and notifications sent via social network) of the Forwarder. The Client shall be liable in the event of any claims against the Forwarder as a result of the Client's failure to comply with this condition.

7.3. The Agreement comes into force from the moment of its acceptance by the Customer and shall remain in force until it is performed in full.

7.4. In the event of changes in the name of the Parties, their legal status and legal capacity, addresses and payment details, as well as any other changes which may affect the course and results of the fulfilment of the Agreement, the Party which has undergone such changes shall immediately notify the other Party of such changes in written form. The Forwarder shall be entitled to notify the Client of the changes by posting the respective information on the Website.

## **8. REQUISITES**

**Full name:** SKYSHIFT Limited Liability Company

**Short name:** SKYSHIFT, LLC

**Registered address:** 300041, Tula region, Tula, Turgenevskaya street, 69, office 326, floor 3.

**Actual address:** 300041, Tula region, Tula, Tugenevskaya street, 69, office 326, floor 3

**Postal address:** 300041, Tula region, Turgenevskaya street, 69, office 326, floor 3

**TIN** 7107133239

**CPP** 710701001

**Registry Number**

1197154011933

**Current account**

40702810508500011702

**Correspondent account**

30101810845250000999

**BIK** 044525999

PJSC BANK "FC OPENING" POINT

**Chief Executive Officer** Rinat Igorevich Kryukov