

## **STORAGE AGREEMENT**

This document is an official offer by the Limited Liability Company SKYSHIFT (hereinafter the "Custodian") to a physical or legal person in the Russian Federation to conclude an agreement of custody of property on the terms and conditions set out below. "SKYSHIFT (hereinafter referred to as the "Custodian") to an individual or legal entity of the Russian Federation to enter into an agreement for the provision of custody services under the following conditions, and is published on the Internet at the website of the Custodian at <http://www.skyshifts.com> (hereinafter referred to as the "Website"). In accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation, this document is a public offer (hereinafter referred to as the "Agreement").

Under the terms of this Agreement the property shall mean suitcases, prams, sports equipment, wakeboards, sup boards, bicycles, etc.

This Agreement is deemed to have been concluded upon its acceptance by adherence of the Custodian to its terms and conditions. The fact of adherence to the terms and conditions of the Agreement is the ordering of the service, and/or delivery of the cargo, and/or payment for the service, and/or receipt of the cargo via the Custodian's mobile app SkyShifts (hereinafter the "mobile app"). Acceptance of the offer is equivalent to entering into the Agreement under the terms and conditions set out in the offer.

The party ordering the service and/or delivering the cargo and/or paying for the service and/or receiving the cargo shall be recognised as the Depositor or the representative of the Depositor duly authorised. The Depositor acknowledges that he has received consent to the terms of this Agreement from the Consignee. The parties have agreed that the Custodian is not entitled to verify the authority of the person to represent the Depositor, because the authority follows from the environment.

### **1. SUBJECT MATTER OF THE AGREEMENT**

1.1. On the terms and conditions of this agreement the Custodian is obliged to accept from the Depositor for temporary storage the property (hereinafter the "cargo") of the Depositor under the terms and conditions agreed by the Parties and to keep it for the period agreed, after that to return it to the Depositor or to the third person indicated by the Depositor (hereinafter the "Consignee") and the Depositor is obliged to pay the Custodian for the services in full.

1.2. The name, quantity, storage period, value of cargo, packaging condition shall be specified in the delivery and receipt certificate, which the Custodian shall give to the Transferor at the time of receipt of the cargo. The parties have agreed that the form of the delivery-acceptance certificate developed by the Custodian, a sample of which is available on the Custodian's website, shall be used by the parties.

1.3. The Custodian accepts the cargo for storage and delivers it to the storage locations located at the addresses indicated in the mobile appendix (hereinafter referred to as the "warehouse"). The acceptance and delivery of the cargo is carried out by the Custodian on working days according to the working hours of the warehouse. The Depositor has the possibility to order from the Custodian the service of cargo reception from the hotels indicated in the mobile app.

1.4. The depositor guarantees that the cargo delivered for storage belongs to him on the right of ownership or is in his possession on other legal grounds, is not pledged, under arrest, is not prohibited or restricted in circulation.

1.5. The Custodian provides additional services related to the storage of the cargo of the Depositor. Additional services are rendered by the Custodian at the expense of the Depositor on behalf of the Depositor.

### **2. PROCEDURE OF RECEIVING AND DELIVERING THE CARGO**

2.1. Receipt of cargo for storage is executed by delivery-acceptance certificate provided by clause 1.2 of the Agreement, which is made in two copies and signed by authorized representatives of the Parties.

2.2. The cargo is accepted for storage at the actual value indicated by the Depositor in the delivery and receipt certificate.

2.3. The Custodian is entitled to disagree with the value of the cargo indicated by the Depositor and to request from the Depositor documents confirming the value of the cargo and not to accept the cargo for Custody until the copies of documents are provided.

2.4. Receipt and return of cargo by the Custodian shall be performed by the quantity of attachments, without inspection and check for operability, internal completeness, quality of attachments, presence of obvious or latent defects, sensitivity to temperature influence, etc.

2.5. Cargo must be stored in undamaged packaging and (or) packaging ensuring its complete safety. If the cargo is transferred for storage in packaging which does not correspond to the nature and characteristics of the cargo, cannot ensure the safety of the cargo during transfer, temperature-sensitive and/or with distortion and/or faulty integrity as well as other packaging defects, the Depositor is liable for all consequences of damage, loss, and deterioration. The Depositor is liable for all consequences of of inadequate internal packaging (breakage, damage, deformation) and the use of

containers and packaging which do not correspond to the goods, their weight or the stipulated standards and technical conditions.

2.6. Depositor is obliged not to deposit dangerous cargo, cargoes containing psychotropic and narcotic substances, perishable cargoes requiring special storage conditions and temperature regimes, and also weapons, their component parts and any other items prohibited for transportation on the territory of the Russian Federation.

2.7. Flammable, explosive or generally dangerous in nature cargoes may be destroyed by the Custodian at any time without compensation of losses to the Depositor, if the Depositor has not warned the Custodian about their properties at the time of their transfer. The Depositor is liable for damages caused to the Custodian and third parties in connection with the storage and transport of such cargo. These conditions also apply if such cargoes have been delivered under a wrong name and the Custodian could not verify their properties by inspecting the packaging when accepting them.

2.8. The delivery of the cargo from storage is made to the Depositor or the Consignee (third party) on the basis of the list of persons received by the Custodian from the Depositor, who have the right to take the cargo out of storage. The list of such persons shall be indicated by the delivery-acceptance certificate when the cargo is transferred for storage.

2.9. The delivery of the cargo, indicated in the application received by the Custodian, is made to the Depositor or the Consignee, after submission of the original identification document.

2.10. Return of the cargo to the representative of the Consignee/Depositor is performed by delivery-acceptance certificate, which is made in two copies and signed by representatives of the Consignee/Depositor and the Custodian.

2.11. The cargo received by the Custodian will only be returned to the Depositor under the delivery-acceptance certificate in its entirety; partial delivery of the cargo is not allowed.

2.12. In case of cargo (part of cargo) deficiency or damage, Parties must make bilateral act with indication of all circumstances of cargo loss or damage, signed by authorized representatives of Parties. A certificate on cargo deficiency or damage drawn up in absence of one of the Parties is not a ground for a claim and cannot be accepted for consideration.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **3.1. Custodian is obliged to:**

3.1.1. Conscientiously comply with the terms and conditions of this Agreement.

3.1.2. To provide proper conditions for storage of goods. Moreover, the Depositor is informed and agrees that no special temperature and humidity conditions are stipulated for storage of cargo in the warehouses of the Custodian.

3.1.3. To issue to the Depositor the delivery-acceptance certificate upon acceptance of cargo with indication of list of items, quantity, storage period, cargo value, packing condition (if present).

3.1.4. To deliver the cargo to the representative of the Transferor/Recipient according to the list of persons to whom the cargo may be delivered, received from the Depositor.

3.1.5. The cargo has to be returned by the Custodian in the condition, in which it has been accepted for storage, taking into account its natural deterioration, natural loss or other changes due to its natural properties.

#### **3.2. Custodian has the right to:**

3.2.1. Refuse to accept cargo that does not comply with the terms and conditions of the Agreement, that by its nature requires special storage conditions, protection or that is dangerous in nature.

3.2.2. The Custodian has the right to demand from the Depositor documents confirming the value of the cargo and not to accept the cargo for storage until copies of documents are provided.

3.2.3. Unilaterally change the conditions and/or place of storage if such changes are necessary for ensuring the safety of the cargo. In case of changes to the conditions and/or place of storage, the Custodian informs the Depositor by phone or email notification within 2 (two) working days of the change in conditions. The Depositor is considered to have been notified from the moment the notice is sent by the Custodian.

3.2.4. To engage third parties for fulfilment of the Depositor's requests. However, the assignment of fulfilment of obligations to a third party does not relieve the Custodian of its responsibility towards the Depositor for fulfilment of the Agreement.

3.2.5. The Custodian has the right to refuse to accept the cargo in case of lack of storage space.

3.2.6. The Custodian has the right to perform video surveillance as well as telephone recording in its premises and on its devices to ensure the safety and proper service of the Depositor without his further notification. Video and telephone records may be used as evidence in accordance with the laws of the Russian Federation.

### **3.3. Depositor is obliged to:**

3.3.1. To deliver to the Custodian the cargo packed in a packaging which will ensure its integrity and safety during storage and transport.

If the cargo is delivered in packaging, the Depositor will determine whether the packaging is appropriate for the nature of the cargo and the conditions of storage/transport. The Transferor is solely liable for damage to the cargo (breakage, breakage, deformation, leakage, etc.) due to incorrect internal/inner packaging of the cargo.

3.3.2. To submit to the Custodian the documents and/or other information necessary for the storage of the cargo, as well as documents certifying the special characteristics of the cargo.

3.3.3. Timely pay for all the services rendered by the Custodian in full and according to the terms and conditions of this Agreement.

3.3.4. To inform the Custodian about intention to take away the cargo 3 (three) calendar days in advance, before the day, when the Depositor is going to collect the cargo.

3.3.5. To take back the cargo delivered for storage at the end of the storage period, the term of this Agreement.

3.3.6. To familiarise oneself with the forms of documents, abbreviations used, additional conditions and other information placed on the website of the Custodian in order to keep track of possible changes and/or additions before ordering services. Ordering services from the Custodian is a proper and sufficient confirmation that the Depositor is fully familiar with the above information.

3.3.7. To ensure that the cargo is handed over with its actual value.

### **3.4. Depositor has the right to:**

3.4.1. To deliver the cargo for storage in accordance with the terms and conditions of this Agreement.

3.4.2. Request return of the cargo delivered into custody at any time. In this case the Depositor is informed that the value of the unused services will not be refunded.

3.4.3. To specify the list of persons who are entitled to take the cargo out of storage.

3.4.4. To order at his own expense additional services provided by the Custodian.

## **4. COST OF SERVICES AND PAYMENT PROCEDURE**

4.1. The reporting period for the calculation and payment of the remuneration of the Custodian is one calendar month period. The storage period shall be determined by the Depositor on the day of concluding the Agreement.

4.2. Remuneration is paid by the Depositor on the day of conclusion of the Agreement for the entire period of services, determined by the Depositor.

4.3. Payment is made in rubles, by bank transfer. Payment date is a date of receipt of money funds to the current account of the Custodian.

## **5. TERM OF CARGO STORAGE**

5.1. The term of cargo storage is determined by the Depositor on the day of conclusion of the Agreement.

5.2. The cargo can be stored, received for storage and withdrawn from storage during all term of Agreement during working hours of the Custodian.

5.3. At the end of the Agreement term, the Depositor is obliged to retrieve all the Goods in storage.

5.4. If at the time of termination of the Agreement, including in case of early termination, the Depositor has not retrieved the entire cargo, the Custodian shall notify the Depositor by messenger or by telephone to retrieve it. The parties have determined that notification by any of the above means shall be deemed proper and sufficient.

If within ten working days from the date of notification the Depositor has not received the entire cargo from storage, the Custodian may, at its discretion, sell the cargo in its custody to recover the cost of storage as well as penalties for breach of obligation by the Depositor, or dispose of the cargo. The Depositor hereby acknowledges that he agrees that if the cargo is disposed of in accordance with this clause of the agreement, the value of the cargo and any other losses incurred by the Depositor due to disposal of the cargo shall not be covered by the Custodian. The depositor bears the risk of disposing of the cargo due to the absence of appropriate agreements for notification by the Custodian.

The disposal of the goods does not exempt the depositor from payment for the services provided by the Custodian.

## **6. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION PROCEDURE**

6.1. The Custodian has a right to charge and the Depositor is obliged to pay a penalty amounting to 0.2 (two tenths) % of the unpaid amount for each day of delay for the violation of the payment terms provided for in this Agreement.

6.2. Any loss, shortage or damage to the cargo incurred by the Depositor will be compensated:

a) for loss or deficiency of the cargo received by the Custodian with indication of value, in the amount of the value of the cargo indicated by the Depositor in the delivery-acceptance certificate or its part in proportion to the missing part of the cargo;

b) for damage (deterioration) of the cargo received by the Custodian with indication of value, in the amount by which the value decreased, and if the damaged cargo cannot be restored, in the amount of the value of the cargo indicated by the Depositor in the delivery-acceptance certificate.

The loss is calculated on the basis of the value of the goods as indicated in the delivery-acceptance certificate. If the documented value of the cargo exceeds the actual value of the cargo declared by the Depositor, the Parties shall proceed from the actual value of the cargo specified in the delivery-acceptance certificate.

If the documented value of the cargo is lower than the value of the cargo indicated by the Depositor in the delivery-acceptance certificate, the Parties shall proceed from the documented value of the cargo. The Custodian shall not be liable to the Depositor for any losses in the form of loss of profit.

6.3. The Depositor is notified and agrees that the Custodian's liability may not exceed the value of the cargo indicated by the Depositor in the delivery-acceptance certificate. The Depositor guarantees that the value of the cargo indicated in the delivery-acceptance certificate does not exceed its real (documented) value and compensates all losses incurred by the Depositor due to the breach of this guarantee by the Depositor.

6.4. The parties have agreed that the Custodian has the right not to verify the accuracy of the value of the cargo indicated by the Depositor in the delivery-acceptance certificate

6.5. If the cargo is a suitcase or luggage, the Custodian, when accepting the cargo, does not verify the contents of the suitcase or luggage by checking the name, quantity and quality of the contents and does not check the contents for any obvious or hidden defects, and is not responsible for any defects that have appeared during storage and/or delivery/receipt, including any internal shortage in the integrity of the outer packaging.

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 acceptance of the cargo for storage, the internal inspection at the time of delivery of the cargo is not performed and the Custodian is not liable for compliance of the name, quantity and quality of the attachments (contents) with the accompanying documentation, any apparent or latent defects and internal shortages.

6.6. 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:

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

6.6.2. 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.

## **7. CIRCUMSTANCES OF FORCE MAJEURE**

7.1. 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 Agreement.

7.2. 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.

7.3. In the event of occurrence of the circumstances listed in Clause 7.1 and their consequences continuing for more than 20 (twenty) days, the Parties have the right to unilaterally withdraw from this Contract.

## 8. FINAL CLAUSES

- 8.1. This Agreement shall come into force upon acceptance by the Depositor and shall remain in force until it is fully executed.
- 8.2. The Parties have the right to terminate Contract unilaterally, upon thirty (30) days prior notice to the other Party. Termination of the Agreement shall not relieve the Parties from the performance of their obligations arising during the term of validity of the Agreement.
- 8.3. If the name of the Parties, their legal status and legal capacity, addresses and payment details, and in case of any other changes that may affect the course and results of performance of the Agreement, the Party that has undergone such changes shall immediately notify the other Party of such changes in writing. The Custodian shall be entitled to notify the Depositor of the changes by posting the relevant information on the website.
- 8.4. All letters, notifications and other documents sent by the Custodian in the framework of this Agreement to the e-mail of the Depositor shall have legal force and shall be considered as received from the moment of their sending.
- 8.5. The Depositor gives unconditional consent and entrusts the Custodian with the processing and storage of the personal data provided in connection with the fulfilment of the Agreement. The Depositor confirms that he/she is notified that the provision of services under the Agreement cannot be performed without providing contact information and data allowing to identify the Depositor/Consignee. If the Depositor provides personal data of other persons, the Depositor guarantees that the consent of the above persons to provide their personal data to the Custodian has been obtained by the Depositor, and shall be liable in case of any claims to the Custodian due to non-compliance with this condition.
- 8.6. The Depositor, directly or through a representative, providing information about his mobile (mobile) telephone numbers, e-mail addresses, and subscriber numbers, e-mail addresses of the Depositor/Consignee or their authorised representatives, gives his consent and guarantees that the owners and users of subscriber numbers, e-mail addresses agree to receive written, voice and SMS notifications (including advertisements and notifications sent through social networks). The Depositor shall be liable in case of any claims to the Custodian due to the failure of the Depositor to comply with this condition.
- 8.7. In all other matters not regulated in this Agreement, the Parties shall be guided by the regulations of the current civil legislation of the Russian Federation.

## 9. REQUISITES

**Full name:** SKYSHIFT Limited Liability Company

**Short name:** SKYSHIFT, LLC

**Registered address:** 300041, Tula region, Tula, Turgenevskaya street, 69, office 528, floor 5

**Actual address:** 300041, Tula region, Tula, Turgenevskaya street, 69, office 528, floor 5

**Postal address:** 300041, Tula region, Tula, Turgenevskaya street, 69, office 528, floor 5

**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