

Partner Agreement No.

Tula

«___» _____ 20__.

Limited liability Company "SKYSHIFT" (LLC "SKYSHIFT"), hereinafter referred to as the "Customer", represented by the Director of Development Panarin Mikhail Vladimirovich, acting on the basis of a Power of Attorney dated 11.01.2021 No. 01, on the one hand, and, hereinafter referred to as the "Partner", represented by the General Director, acting on the basis of the Charter, acting on his own behalf, on the other hand, together referred to as the Parties, have concluded this Partnership Agreement about the following:

1. SUBJECT OF THE AGREEMENT

1.1. Under the terms of this Agreement (hereinafter referred to as the Agreement), the Partner provides the Customer with client acquisition services for the Customer, and the Customer pays the Partner for the services provided.

1.2. In order to provide services, the Customer provides the Partner with a personal promo code, which the Partner is entitled to distribute. The means of distributing the promo code shall be determined by the Partner himself, taking into account the applicable law.

1.3. The Partner's personal promo code is displayed in the Partner's personal profile in the Customer's SkyShifts mobile application.

1.4. Proper provision of services is deemed to be the placing of an order by the customer using the Partner's personal promo code.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. Partner is obliged to:

2.1.1. Provide the services personally.

2.1.2. Provide services in accordance with requirements of current legislation, including but not limited to Federal Law of 03.13.2006 #38-FZS "On Advertising"

2.1.3. By carrying out promotional or other marketing activities not to compromise the good reputation of the Customer.

2.1.4. Cease distribution of promotional material in the event that the Customer objected to the distribution of certain promotional materials.

2.2. Partner has the right to:

2.2.1. At any time upon request, receive information on the number of uses (orders) of his personal promo code.

2.2.2. Suspend distribution of his personal promo code, previously notifying the Customer at least 30 calendar days prior to the cessation of distribution.

2.3. The Customer is obliged to:

2.3.1. Provide the Partner with access to his personal account in the mobile application "SkyShifts" mobile application.

2.3.2. Provide the Partner with a personal promo code and place it in the Partner's personal account.

2.3.3. Provide the Partner with information about use of his personal promo code when processing orders by customers.

2.3.4. Pay for the Partner's services in accordance with the terms of this Agreement.

2.4. Customer has the right to:

2.4.1. At any time suspend the operation of the personal promo code and the SkyShifts mobile application for technical reasons, for the time of fixing the problems encountered.

2.4.2. Object to distribution of promotional materials of the Partner directed at execution of this Agreement, if in the opinion of the Customer such materials may have a negative reputational or financial impact on the Customer. The Customer shall independently determine admissibility of advertising materials. Disputes concerning distribution of advertising materials shall not be allowed.

3. SETTLEMENT AND PAYMENT OF REMUNERATION

3.1. The Customer pays remuneration to the Partner at the end of each calendar month in which the Partner's personal promo code was used to place an order.

3.2. The amount of remuneration is % (___percent) of the cost of the order, which was placed using Partner's personal promo code.

3.3. Upon transfer of funds to the Partner, the Customer shall withhold personal income tax in the amount of 13% from the remuneration for the purpose of fulfilling the obligation of a tax agent.

4. LIABILITY OF THE PARTIES

4.1. Parties are liable for violation of the terms and conditions of this Agreement in accordance with the current legislation of Russian Federation.

4.2. Customer is not liable for violation of applicable law when distributing personal promo code by Partner.

4.3. Partner is fully responsible for violation of applicable law when distributing personal promo code. Including but not limited to violation of legislation on advertising, intellectual property.

4.4. In case the Customer suffers losses caused by Partner's actions, Partner is liable to compensate losses caused as well as lost profit to the full extent.

4.5. Disputes and disagreements, which may arise during the execution of this Agreement, the Parties will seek to resolve through negotiations, and in case of failure to reach a mutually acceptable solution - in court.

4.6. Any disputes arising from this Agreement and not resolved by negotiations shall be referred to the Arbitration Court of Tula Region, the Central District Court of Tula city, justice of peace of the court district No. 79 of the Central Court District of Tula city in accordance with jurisdiction based on the current legislation.

5. FINAL PROVISIONS

5.1. This Agreement shall come into force upon its signing and shall remain in force until _____20__.

5.2. Any amendments and additions to this Agreement shall be executed and signed by the Parties in written form.

5.3. Any legally valid notices may be sent to the addresses specified in the details of the Parties in this Agreement or to the e-mail addresses.

5.4. This Agreement may be unilaterally terminated by either Party, on condition of notifying the other Party within 30 calendar days prior to the date of termination.

5.5. The terms and conditions of this Agreement, additional agreements to it and other information received by the Parties in accordance with the Agreement is a commercial secret and shall not be disclosed to third parties.

5.6. In all matters not included in the terms of this Agreement, the Parties will be guided by the provisions of the current legislation of the Russian Federation.

5.7. This Agreement has been made in two copies with equal legal force, one for each Party.

6. ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES

CUSTOMER:

**Limited Liability Company SkyShift
(SkyShift, LLC)**

Address: 300041, Tula region, Turgenevskaya street, 69, office 326 **TIN/CPP** 7107133239 / 710701001

OKPO 41172641

REGISTRY NUMBER 1197154011933

PARTNER:

Limited Liability Company

REGISTRY

NUMBER: TIN:

CPP:

Ba

nk

:

BI

K:

Corresponde

nt account

No:

Account:

M.V. Panarin

M.P.