

**Service Agreement No. _____
for Analytics in Social Networks**

Moscow
February __, 2020

_____, represented by Managing Director _____, acting on the basis of the Articles of Association, hereinafter referred to as the 'Customer', on the one hand, and YOLOCO Limited Liability Company, hereinafter referred to as the 'Contractor', hereinafter referred to as the 'Customer', represented by Managing Director Sergey Vladimirovich Blokhin, acting on the basis of the Articles of Association, hereinafter, jointly referred to as the 'Parties' and separately as the 'Party', have executed this Service Agreement (hereinafter referred to as the 'Agreement') about the following:

DEFINITIONS

Blogger shall mean an individual/individual entrepreneur, resident or non-resident of the Russian Federation, having an account on social networks on the Internet, and having a blog with texts, images or multimedia.

Account shall mean a Blogger's account created and modeled by a Blogger in various web services and social networks, for example, Instagram/Youtube.

Marketing campaign shall mean information about the Customer/Client of the Customer, including: name, location, hours of work, contact numbers, about its products, works or services, ideas and initiatives, that is intended for an indefinite number of people, and is meant to form or maintain interest, including commercial to the Customer/person provided by the Customer, its products, ideas and initiatives and is distributed in electronic form by posting on social networks.

Advertising message shall mean a post that is created and set by the Blogger in the Account on social networks, in the form of text, banner, including animation, sound effect and video.

Service shall mean one of the websites placed on the Internet at www.yoloco.ru/* and *.yoloco.ru addresses, where * is any name.

1. General Terms

1.1. The Contractor undertakes to provide services (hereinafter - the 'Services') as per the Customer's order, and the Customer undertakes to pay for the services provided in the manner provided for by this Agreement.

1.2. The name, workscope, quality, result of the provision, price, terms and place of provision of the Services are determined in the Statement of Work, which is an integral part of the Agreement from the moment of its signing by the Parties (hereinafter referred to as the 'Statement of Work', Appendix No. 1 to this Agreement).

1.3. Services are provided by the Contractor personally, on their own efforts and means, but with the right to involve subcontractors, without the consent of the Customer.

2. Rights and liabilities of the parties

2.1. The Customer has the right:

2.1.1. Request from the Contractor for the proper performance of obligations in accordance with the Agreement, as well as request for the timely elimination of identified deficiencies.

2.1.2. Request from the Contractor for information and documents on the progress of the Services provided.

2.1.3. To monitor the quality, workscope and timing of the Service provision without meddling in the activities of the Contractor.

2.1.4. Meet other obligations provided for by the Agreement and the legislation of the Russian Federation.

2.2. The Customer is obliged:

2.2.1. Provide assistance to the Contractor in performance the obligations set forth by the Agreement, in a timely manner to provide the information and documents requested by the Contractor.

2.2.2. Timely and in full to pay for the Services in accordance with the terms of the Agreement.

2.2.3. Sign the acceptance certificate of the Services provided within the time periods specified in the Agreement.

2.2.4. Meet other obligations set forth by the Agreement and the legislation of the Russian Federation.

2.3. The Contractor has the right:

2.3.1. Independently select the methods and means of providing the Services, ensuring its timeliness and quality.

2.3.2. Request from the Customer information, materials and documents necessary to perform obligations under the Agreement. The form to present is determined by the Parties in due course.

2.3.3. Request for on time payment of the Services in accordance with the terms of the Agreement.

2.3.4. Involve third parties in the performance of their obligations under the Agreement, while the Contractor is responsible for the actions of the third parties involved, as for their own.

2.3.5. Exercise other rights provided for by the Agreement and the legislation of the Russian Federation.

2.4. The Contractor is obliged:

2.4.1. Timely, appropriately in full to provide the Services in accordance with the Statement of Work.

2.4.2. Immediately inform the Customer about the progress of the provision of the Services, in accordance with the requests, as well as about circumstances that impede the proper provision of the Services or significantly impede their provision.

2.4.3. To suspend the provision of the Services and notify the Customer about it within 1 (one) day in case the provision of the Services is impossible or inappropriate in accordance with the terms of the Agreement.

2.4.4. When due hereunder, submit the result of the services provided to the Customer according to the relevant acceptance certificate of the Services provided.

2.4.5. To ensure the safety of documents and materials transferred to the Contractor by the Customer for the provision of Services under the Agreement.

2.4.6. At the request of the Customer correct all identified deficiencies at Contractor's own expense if, in the process of providing the Services, the Contractor made a deviation from the terms of the Agreement, which worsened the quality of the Services. Correction of deficiencies is carried out by the Contractor within a period of not more than 3 days, unless otherwise specified by the Parties.

2.4.7. Perform other duties that, in accordance with the Agreement or the current legislation of the Russian Federation, are assigned to the Contractor.

3. Procedure for Acceptance of the Services

3.1. Acceptance of the Services provided under the Agreement is carried out when the Contractor sends to the Customer 2 (two) copies of the acceptance certificate of the Services provided with the results of the Services rendered, named in the Statement of Work, as well as a report. The form of the acceptance certificate of the Services provided is agreed by the Parties in Appendix No. 2 to this Agreement, which is its integral part.

3.2. The Customer is obliged to accept the results of the Services provided and, in the absence of comments, within 3 (three) business days from the date of receipt of the acceptance certificate of the Services provided, send the Contractor one copy of the signed act of acceptance of the Services provided.

3.3. If defects in the rendered Services are discovered, the Customer, within 3 (three) business days from the receipt of the acceptance certificate of the Services provided, sends the Contractor a written refusal to sign it with a list of comments and defects liability period.

3.4. The Contractor eliminates the defects of the Services provided at its own expense no later than the deadlines specified by the Customer, but, in any case, no later than 5 (five) business days from the receipt of the Customer's written refusal to sign the acceptance certificate of the Services provided with a list of comments.

3.5. After the Contractor eliminates the defects, the Customer accepts the results of the rendered Services in the manner provided for in this clause of the Agreement.

3.6. In the event that the acceptance certificate of the Services provided is not signed and a motivated refusal to sign is not sent within the indicated period, the Services are considered to be rendered properly, accepted by the Customer and due to be paid for.

3.7. When the Parties agree on the stages of the provision of the Services, the acceptance of the Services rendered for each stage is carried out in the manner provided for under this clause of the Agreement.

3.8. The Contractor is obliged to provide the Customer, as part of performance of this Agreement, with technical support by e-mail: support@yoloco.ru. Application processing time is 24 hours from the moment of receipt of the Customer's application.

4. Fees and Payment

4.1. The Contractor's Service Fee and the Payment procedure are agreed by the Parties in the Statement of Work.

4.2. Payment under the Agreement is made in Russian rubles, in non-cash form, in accordance with the requirements of the current legislation on non-cash payments.

4.3. Service Fee is solid, cannot be changed unilaterally and includes all taxes, obligatory payments, expenses of the Contractor necessary to provide the Services under the Agreement, remuneration of the Contractor, as well as the Service Fee of third parties involved by the Contractor.

4.4. The Customer's obligation to pay for the Services stipulated by the Agreement shall be deemed accepted from the moment of receipt of funds to the Contractor's current account.

4.5. In case of any discrepancy in time between the period of payment under the Agreement and the provision of counter-performance, the Parties do not have obligations to each other for commercial loans and the norms of the legislation on commercial loans do not apply to obligations involving deferred payment period or installment of dates.

4.6. In case of impossibility to execute the Agreement due to the Customer's fault, the Customer shall reimburse the Contractor for the expenses documented and actually incurred by the Contractor, as well as a penalty in the amount of 20 (twenty) percent of the Service Fee under this Agreement in accordance with the Statement of Work.

5. Liabilities of the Parties

5.1. For the default in performance or improper performance of the Agreement, the Parties are liable in accordance with the legislation of the Russian Federation and the terms of the Agreement.

5.2. In the event of the full (partial) default in performance or improper performance of the Agreement by one of the Parties, this Party shall be obliged to compensate the other Party for the losses caused.

5.3. In case of delayed Services for more than 5 (five) business days, both of separate stages of the Services, and the provided Services as a whole, the Contractor shall pay the Customer a penalty for each day of delay in the amount of 0.1%, but not more than 10% of cost of untimely rendered Services.

5.4. If the Customer delays the payment for the Contractor's Services for more than 5 (five) business days, the Customer pays the Contractor a penalty for each day of delay in the amount of 0.1% of the cost of the untimely paid of the rendered Services, but not more than 10% of the cost of the untimely paid of the rendered Services.

5.5. The obligation to indemnify, pay a forfeit (fines, penalties) arises if there are reasons for their payment and from the moment the responsible Party brings claims to be paid by the affected Party.

5.6. Payment of a forfeit (interest, fines) does not excuse the Parties from obligation performance under the Agreement.

6. Confidential Terms

6.1. The parties undertake to ensure the confidentiality of information that has become available to them from each other, their partners or employees, throughout the duration of the Agreement and in the event of its termination, if the non-disclosure requirements is established by the legislation of the Russian Federation (including personal data, that is, any information relating to a directly or indirectly specified or definiendum individual), as well as if the other Party considers the disclosure of information undesirable.

6.2. The Party concerned shall be liable under the law for the disclosure of confidential information, as well as for losses that may be caused to another Party or to third parties as a result of the disclosure of confidential information or the unauthorized use of confidential information in violation of the conditions of this clause, except for legitimate cases of disclosure of confidential information (its communication to state bodies, if such an obligation is provided for by law of the Russian Federation).

7. Force Majeure

7.1. The Parties are exempted from liability for partial or full failure of performance under the Agreement, if it was the result of force majeure circumstances that defy to reasonable control of the Parties arising after the conclusion of the Agreement, and also objectively hinder the full or partial performance by

the Parties of their obligations under the Agreement, including, but not limited to: wars, military operations of any nature, blockades, strikes, earthquakes, floods, fires and other natural disasters.

7.2. The Parties agree that force majeure circumstances do not include changes in the exchange rate, economic crisis, lack of lending, difficult financial situation, restrictive measures, trade and economic sanctions imposed by foreign states, as well as product recall due to contamination control activities, suspension of Hygiene Certificate on products produced in foreign countries, special economic measures, retorsions set forth by the Russian Federation.

7.3. If any of the Parties suffers from the events described in clause 9.1. it must immediately (within three days) notify the other Party in a written form. The written notice should contain a description of the emergency and a consequence assessment, as well as an explanation of how this event may affect the Party's performance of its obligations under the Agreement, and when it will become possible to perform these obligations.

7.4. Failure to notify or late notification disable the Parties to invoke the indicated circumstances as a basis exempting from liability for non-performance or improper performance of obligations under the Agreement.

7.5. If force majeure circumstances are in effect for more than 30 (thirty) days, each of the Parties has the right to terminate the Agreement unilaterally, unless an agreement has been reached on alternative ways of performance of the Agreement, having notified the other Party of the Agreement in a written form at least 10 (ten) days before estimated date of termination.

7.6. In case of early termination of the Agreement as set forth in Clause 9.4. of the Agreement, payments are made by the Parties as of the date of such force majeure circumstances.

8. Duration, Amendment and Termination of the Agreement

8.1. The Agreement comes into force from the date of signing by the Parties and is valid until the Parties perform their obligations.

8.2. Amendment and addition to the Agreement is possible by agreement of the Parties. Any amendments and additions are made in a written form by signing by the Parties of the Appendix to the Agreement in compliance with the legislation. The Appendix to the Agreement is its integral part and shall enter into force upon signature by the Parties.

8.3. The Customer has the right to refuse unmotivated at any time to execute this Agreement provided that the Contractor is paid the actually incurred and documented expenses and full recovery for the losses incurred by the Contractor.

8.4. The Contractor has the right to refuse to perform obligations under the Agreement and undertakes to return the funds paid by the Customer in accordance with Clause 4 of the Agreement for services not provided by the Contractor before the termination date, based on the Service Fees as set forth by the Statement of Work to the Agreement.

8.5. A change in the foreign currency rate is not an essential circumstance, which may serve as a basis for changing or terminating the Agreement of any of the Parties judicially.

8.6. Other grounds and terms for amending or terminating the Agreement are determined by this Agreement and the current legislation of the Russian Federation.

8.7. A Party that intends to terminate the Agreement is obliged to notify the other Party in a written form not later than 30 (thirty) days prior to the date of termination of the Agreement.

9. Dispute Resolution Procedure

9.1. In the event of any contradictions, claims and disagreements, as well as disputes related to the performance of the Agreement, the Parties shall make efforts to resolve such contradictions, claims and disagreements through negotiations.

9.2. Prior to bring a suit, a Party that considers that its rights have been violated (the Party concerned) is obligated to send a written reasoned claim to the other Party.

9.3. The Party that received the claim is obliged to send a written reasoned response to the other Party within 10 (Ten) business days from the receipt of the claim.

9.4. All disputes under the Agreement are referred by the Parties to the Moscow Arbitration Court.

10. Warranties and Representations

10.1. By concluding this Agreement, the Parties declare and assure each other of the following:

10.1.1. The Parties have full capacity to enter into this Agreement and perform their obligations under this Agreement. The Parties complied with the requirements of the legislation and their own regulations and standards to conclude the Agreement, including the requirements for concluding major deals, interested-party deals and others.

10.1.2. Individuals signing this Agreement and all documents related to it have the necessary authority. The Party and its management are not participants of the corporate dispute.

10.1.3. The information provided by the Parties to each other in connection with this Agreement is reliable, complete and accurate in all respects, and no one has concealed the circumstances that, if discovered, could adversely affect the ability of the Parties to perform obligations under this Agreement.

10.1.4. All documents relating to this Agreement are duly signed and binding on the Parties.

10.1.5. The Agreement is concluded by the Parties voluntarily and on mutually beneficial terms, the Parties and their representatives do not receive threats and no violent actions are taken against them aimed at forcing them to conclude this Agreement.

10.1.6. Obligations assumed by the Parties in this Agreement are legal and valid obligations, the performance of which can be enforced.

10.1.7. The Parties are duly registered and tax registered as subjects of economic and other activities not prohibited by law, act in good faith, and make tax payments as and when stipulated by the current legislation of the Russian Federation.

10.2. The Contractor represents and warrants that:

10.2.1. The Contractor has all the sufficient resources necessary for the performance of the Agreement (material, financial, technical, human and others).

10.2.2. Services comply with the terms of this Agreement, are of appropriate quality and are suitable for the purposes of the Customer, and also comply with all applicable legislative and regulatory requirements.

10.2.3. There is no information about the Contractor in the register of bad-faith suppliers (contractors), which is maintained on the basis of the legislation of the Russian Federation on the contract system of procurement of goods, work, services to meet state and public needs.

10.2.4. If it is stipulated by the requirements of the current legislation of the Russian Federation, the Contractor has and maintains the validity of all licenses, admissions, registrations, consents and permissions necessary for the provision of the Services.

10.2.5. The provision of the Services will be carried out in accordance with the highest standards of excellence, professionalism and ethics.

11. Miscellaneous

11.1. All notifications and messages of the Parties related to the performance, amendment or termination of this Agreement shall be sent in a written form to the details specified in the Agreement. Notifications and messages (hereinafter referred to as “notifications”) under this Agreement may be sent either to the emails of the Parties (only to the emails and only from the emails specified in the Agreement), either by registered or valuable letter, or by courier, with confirmation of the attachment and delivery to the addressee.

11.2. Correspondence of the Parties related to the refusal of one of the Parties to execute this Agreement or to make amendments thereto shall be carried out by registered or valuable letters with delivery confirmation, or by courier, signed by authorized representatives of the Parties with confirmation of the attachment and delivery to the addressee.

11.3. In the event that the addressee is undeliverable or refuses to receive the notification, as well as in the event that the addressee does not inform the sender in a written form about the change in the address and delivery details of the notifications, the notification will be delivered to the address or details, or the address and details specified in this Agreement, the addressee bears all responsibility for non-delivery or inability to deliver notifications, and notifications are considered delivered.

11.4. If the name, address, location, payment details or reorganization are changed, the Parties are obliged to inform the other Party within two weeks of the changes in a written form. Such notices automatically change the relevant provisions of this Agreement and must be executed and signed by an authorized person. Prior to the corresponding notification receipt, the correspondence sent and/or performance of the obligation with the addresses and details specified in this Agreement shall be deemed applicable (duly completed).

11.5. If any provision of this Agreement is declared unlawful or invalid by a court or administrative body, the decision on its illegality or invalidity shall be considered special and the other provisions of the Agreement shall remain in full force and effect.

11.6. After signing this Agreement, all previous written and oral agreements, correspondence, negotiations between the Parties relating to this Agreement shall lose their legal force. In this case, the Customer’s obligations (if any) are terminated by proper performance.

11.7. The Agreement is executed in two copies, each Party holding one copy, and both copies have the same legal effect.

11.8. In any matter not covered by the Agreement, the Parties are governed by the legislation in force of the Russian Federation.

11.9. Appendix No. 1 (Statement of Works for Yoloco Software Access Services) and Appendix No. 2 (form of the Acceptance Certificate of Services provided) are attached hereto, which are an integral part of the Agreement.

12. Addresses, details and signatures of the Parties

**Customer -
LLC '_____'**

TIN
Tax registration reason code
PSRN

Legal address:
Mailing address:

Bank account
BIC
Corresponding account

Email:

**Contractor -
YOLOCO LLC**

TIN: 7720486764
Tax registration reason code: 772001001
PSRN: 1197746671231

Legal address: Moscow, Martenovskaya street, 5.
Postal address: Moscow, Martenovskaya street, 5.

Bank account: 40702810270010189375
Bank: MOSCOW BRANCH OF JSC CB
MODULBANK;
BIC: 044525092
Corresponding account: 30101810645250000092

Email: sergei@yoloco.ru

_____/_____/_____
Seal here

_____/Blokhin S./_____
Seal here

**Statement of Works
for Yoloco Software Access Services**

_____, represented by Managing Director _____, acting on the basis of the Articles of Association, hereinafter referred to as the 'Customer', on the one hand, and YOLOCO Limited Liability Company, hereinafter referred to as the 'Contractor', hereinafter referred to as the 'Customer', represented by the General Director Sergey Vladimirovich Blokhin, acting on the basis of the Articles of Association, hereinafter, jointly referred to as the 'Parties' and separately as the 'Party', have executed this Statement of Works, which is an integral part of the Agreement for the launch of analytics services on social networks No. _____ dated February __, 2020. (hereinafter referred to as the 'Agreement'):

1. Subject of the Appendix:

Under the terms of the Agreement and this Appendix, the Contractor, as per the Customer's order, is obliged to provide access to the Yoloco Service;

Yoloco, as a Service, provides the Customer with the following services:

- unlimited search of bloggers from the social network of Instagram by thorough criteria of audience;
- ability to receive a limited amount of analytical reports (no more than _____ within 30 calendar days);
- Cross analysis of bloggers' audience (no more than _____ in total for all followers within 30 calendar days);
- a personal manager provided by the Contractor, delivering information support to the Customer for service coordination.

2. Deadline for the provision of the Yoloco Service:

is established by agreement between the Contractor and the Customers as follows:

- 30 calendar days from the date of invoice payment;

3. Service Fee:

The total Service Fee under this Appendix is: _____ (_____ thousand) rubles excluding VAT. Services are not subject to VAT in connection with the use of STS by the Contractor.

The Customer transfers the payment to the account of the Contractor specified in the Agreement as follows: The Customer is obligated to transfer to the Contractor 100% of the Service Fee under the Agreement within a period not later than 5 (Five) business days from the invoice receipt from the Contractor, depending on the selected period of use in accordance with Clause 2 of this Appendix.

If the Customer does not receive the payment for the provision of the Yoloco Service, according to the selected period as per Clause 2, the Contractor has the right to unilaterally (without notifying the Customer) terminate (block) access until the date of signing the additional agreement to extend the Agreement.

Customer
' _____ '

Contractor
YOLOCO LLC

Managing Director

Managing Director

S./ _____ / _____ /
Seal here

_____ /Blokhin
Seal here

Appendix No. 2
to Services Agreement for
Analytics in Social Networks
No. _____ dated February __, 2020

Acceptance Certificate of Services provided
No. of __, 20 __

Contractor:

Customer:

	Name of products, works, services	Quantity	Unit of measure	Price	Amount ex VAT	VAT Amount	Total
		1		—	—		
						Totals:	
						VAT incl.:	

Total services provided in the amount of: _____ rubles 00 kopecks

The Services above listed are fully and on time. The Customer has no claims regarding the workscope, quality and terms of the Services.

Contractor

Customer

Position

Position

Signature Full Name

Signature Full Name

Seal here

Seal here

Customer
' _____ '

Contractor
YOLOCO LLC

Managing Director

Managing Director

_____/_____
Seal here

_____/Blokhin S.
Seal here