

## **Public offer for work and services**

**IT Travel LP**, hereinafter referred to as the Contractor, represented by General Partner IT Travel Ltd, acting under the Partnership agreement, and Customer, hereinafter collectively referred to as the Parties and individually as a Party, have concluded the present Agreement on the following:

### **Subject of the Agreement**

- 1.1. The Contractor shall undertake to perform works and render services for the Customer and in accordance with the tasks of the Customer, and the Customer shall undertake to accept the works performed and services rendered and to pay the Contractor remuneration under the terms and conditions specified hereunder.
- 1.2. In the task, the Customer shall specify the following conditions:
  - the works and/or services;
  - the amount of the Contractor's remuneration.
- 1.3. For the performance of works or rendering of services hereunder, the Contractor may involve third persons (subcontractors).
- 1.4. The Contractor shall individually carry out settlements with the subcontractors from of the Contractor's remuneration. The Customer shall not be liable for settlements with subcontractors.
- 1.5. The Parties confirm that such cooperation of the Customer with subcontractors shall not aim at any labour relationships between them, employment relations and other similar relations, and is not such.
- 1.6. The Customer does not provide the subcontractor any workplace or other materials and resources for works performance or services rendering.
- 1.7. The Customer's task may include the performance of works and rendering of services using the materials of the Customer (any materials necessary to perform works or to render services in accordance with the Customer's task). In such case, the Customer shall individually provide the subcontractor with all necessary materials.

### **Reporting**

- 1.8. Within 2 (two) working days after the work was completed, the Contractor shall execute and provide the Customer with the Ending Invoice.
- 1.9. The Ending Invoice shall contain information on the works performed and services rendered, the amount of remuneration of the Contractor.

### **Liability of the Contractor**

- 1.10. Before accepting the works performed and services rendered by the Contractor, the liability of the Contractor shall be limited to the amount of the direct actual damage incurred to the Customer due to the failure of the Contractor to execute this Agreement. Whereby, the maximum total liability of the Contractor for each task shall be limited to the amount of the remuneration of the Contractor paid by the Customer for the performance of such task.
- 1.11. By approving this Agreement, the Customer shall fully indemnify and hold harmless the Contractor against any liability, complaints and court claims which may arise out of the services, works and results of the works performed or be directly or indirectly related thereto, including

cases when new circumstances have been discovered which the Contractor could not be aware of at the moment of works and services acceptance.

### **Term of the contract**

- 1.12. This Agreement is for single use for each rendered service and work.

### **Force-majeure circumstances**

- 1.13. The Parties shall be exempted from liability for non-fulfilment or improper fulfilment of their obligations hereunder if proper fulfilment was impossible due to force-majeure circumstances, i.e. emergency and inevitable situations which could not be reasonably expected while entering into the agreement or avoided or overcome as well as being beyond the control of the Parties. Such circumstances shall in particular include: natural disasters (earthquake, flood, hurricane), fire, mass diseases (epidemics), strikes, military actions, terroristic acts, sabotages, limitation of transportation, governmental bans, trade bans, including with particular countries, due to international sanctions and other circumstances beyond the control of the Parties.
- 1.14. The Parties shall be obliged to timely inform each other on occurrence of such force-majeure circumstances and shall confirm their occurrence by the respective document issued by a relevant authority.

### **Final provisions**

- 1.15. This Agreement shall come into force after its being approved by both Parties and shall replace any and all previous contracts, arrangements, written and oral agreements related to the subject of this Agreement and reached by the Parties. The present Agreement shall be valid until the Parties fulfil their obligations in full.
- 1.16. The relationships of the Parties hereunder shall not be or in no case shall be considered as ones establishing or proposing the existence of any relations between the Parties, in particular agency, partnership relations or creation of a joint venture. The relationships of the Parties hereunder shall not represent guarantee relations and relations between the Contractor and subcontractors which the Contractor may involve to perform works or render services hereunder shall in no case be considered as relations between an attorney and executors of the principal's missions.
- 1.17. The Parties shall accept the email messages (documents sent by email) as binding and shall consider them as equal to paper documents signed by handwritten signatures as far as only the Parties and their authorised persons have access to the respective email addresses stated in this Agreement (in the details of the Parties) which are the digital signatures of the Parties. Each Party shall access its email using a password and shall oblige to keep such password confidential.
- 1.18. Any and all risks related to an unauthorised access to the email shall be borne by the Party whose email was so accessed.
- 1.19. Upon all other issues not specified herein, the Parties shall follow the UK legislation in force.

### **Legal Details**

#### **Contractor**

IT TRAVEL LP  
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Bank: Handelsbank  
Swift: DEKTDE7GXXX