

13.04.2018
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Exclusive Service Contract for Organised Wine Tours, Oenology and Viticulture Education

This EXCLUSIVE SERVICE CONTRACT (this "Agreement" or this "Service Contract"), effective as of [DATE], is made and entered into by and between SAMARA STATE TECHNICAL UNIVERSITY (SAMARA POLYTECH), a company organized and existing in the Russian Federation, with offices located at Molodogvardeiskaya Str. 244, 443100 Samara, Russian Federation (hereinafter the "Customer"), and MonDrink by PETKOVA 90 Sarl, a Switzerland Confederation company, with a registered address located at Avenue du Théâtre 5, 1820 Montreux, Switzerland (hereinafter the "Contractor").

Whereas, Contractor and Customer desire to enter into a relationship in which Contractor will provide oenology and viticulture tours.

Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the parties, intending to be legally bound, do hereby agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

- a. "Services" means any and all services specified in the Statement of Work which will be defined in additional contracts.
- b. "Deliverables" means any tangible property, including software media, delivered to Customer under this Service Contract, as specified in the Statement of Work.
- c. "Project" means the combination of Services and Deliverables to be provided under this Agreement.

2. STATEMENT OF WORK

Contractor shall perform and deliver the Project as set forth in the Statement of Work issued against and subject to the terms and conditions of this Agreement.

The work which Contractor shall perform shall be specified in the Statement of Work—attached hereto as Attachment A—which will be written under the terms and conditions of this Agreement. The Statement of Work shall specify: (i) description of Services and Deliverables, (ii) schedule for Deliverables, and (iii) price and payment schedule.

3. TERM

The term of this Agreement shall commence on April 16 2018, and shall continue thereafter until terminated in writing by one of the parties, or as provided in **Section 11** below.

4. TERMS OF PAYMENT

a. PRICE. Projects will be performed on a firm fixed price basis or a time and materials basis, as indicated in the applicable Statement of Work. Any additional or unscheduled Services or Deliverables to be provided by Contractor outside of the Statement of Work must be mutually agreed upon.

b. PAYMENT SCHEDULE. Customer will receive invoices based upon the billing/payment schedule contained in the applicable Statement of Work. Invoices will contain a description of the Services or Deliverables provided. Invoices are due and payable within 5 days of Contractor's invoice date. Once confirmation is received the contractor agrees to provide a written confirmation of the services provided, If any invoice is not paid when due, Contractor may suspend provision of Services and/or Deliverables without liability or penalty until final resolution of the matter.

c. SECURITY INTEREST. Customer agrees to sign, upon request, any documents necessary to protect Contractor's security interest in all Deliverables.

5. DELIVERABLES

Except for commercial off-the-shelf type products where the license for such products is contained in the applicable Statement of Work, Customer shall have exclusive unlimited ownership rights to all deliverables developed under this Agreement. Customer acknowledges that Contractor uses, or may develop hereunder, methods, concepts, code sequences, format, sequence structure, organization, menu command hierarchy, templates, masks, user interface, techniques, program organization, database structuring techniques, and the like (Contractor proprietary items) that are proprietary to Contractor. It is agreed that these Contractor proprietary items shall remain the sole and exclusive property of Contractor. Contractor grants Customer a perpetual, non-exclusive, paid-up license to use Contractor proprietary items subject to the following:

a. Customer may use Contractor proprietary items solely in connection with the products purchased hereunder, for the purpose for which those products were originally purchased.

b. Customer may not transfer, sell, or otherwise dispose of any Contractor proprietary items without the prior written consent of Contractor.

c. This license gives no title or ownership rights in Contractor proprietary items or related intellectual property to Customer.

d. Customer agrees to retain or reproduce on all copies of any Contractor proprietary items all copyright notices and other proprietary legends and all trademarks or service marks of Contractor or any third party.

e. Customer will have no rights to assign or sell the license granted herein to others.

8. LIMITATION OF LIABILITY

The total liability of Contractor to Customer from any cause whatsoever, will be limited to the lesser of Customer's actual damages or the Project price paid to Contractor for those Services and

Deliverables in a Project that are the subject of Customer's claim. In no event will either party be liable for SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, including but not limited to loss of profits, revenues, data or power, damage to or loss of the use of products, damage to property, claims of third parties, including personal injury or death, suffered as a result of provision of Services or use of Deliverables.

Time for Claims. All claims against Contractor must be brought within one (1) year after the cause of action arises and Customer waives any statute of limitations which might apply by operation of law or otherwise.

9. FORCE MAJEURE

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

10. TERMINATION

Termination of Project.

In the event the Project is terminated by Customer prior to completion, Contractor shall use its best efforts to conclude or transfer the Project, as directed by Customer, as expeditiously as possible. Contractor shall not undertake further work, incur additional expenses, or enter into further commitments with regard to the Project after receiving such notice of termination from Customer, except as mutually agreed upon by the parties. In the event of termination of a Project as described above, Contractor shall be entitled to compensation as follows:

- a. All payments due and owing under this Agreement at the time of Contractor's receipt of the written notice of termination for work completed and in progress;
- b. Reimbursement for any non-cancelable services and commitments entered into by Contractor, in connection with the Project being terminated, provided Contractor provides Customer with documentation of completion of work or expenses incurred.

Termination of the Project shall not affect either party's obligations in connection with any other ongoing Projects and the rights and obligations of all non-terminating parties to the Agreement shall remain in full force and effect.

Failure by either party to comply in any material respect with any of its obligations in this Agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. If such default is not cured within 30 days after receipt of such notice, the notifying party shall be entitled to terminate this Agreement by giving notice of such termination to take effect immediately. The right of either party to terminate this Service Contract, as herein provided, shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default.

11. DELAY OR SUSPENSION OF WORK

If Customer's acts or failure to act causes Contractor to delay or suspend performance of Services, Contractor and Customer will mutually agree to one of the following remedies:

- a. Contractor will use reasonable efforts to continue performance as practicable under the circumstances and Customer will continue to make all scheduled payments; or
- b. Contractor will re-assign personnel to extend Contractor's work schedule without liability, and Customer will pay all additional costs, if any.

Notwithstanding the above, Contractor shall have the right to invoice Customer for any work performed to date of suspension.

12. CONFIDENTIALITY

Contractor and Customer acknowledge that during the course of the performance of a Project, information of a confidential nature may be disclosed between the parties. Such information, excluding the Deliverables and any other information incident to the Deliverables that a party could reasonably be expected to be provided to the other party as contemplated hereunder, shall be considered confidential information ("Confidential Information"). Neither party has the right to disclose the Confidential Information of the other, in whole or in part, to any third party, and neither party will make use of the Confidential Information of the other for its own or a third party's benefit or in any way use such Confidential Information other than for the purposes of performance of this Agreement without the prior written consent of the disclosing party. Each party agrees to take all steps reasonable to protect the other's Confidential Information from unauthorized use and/or disclosure. The parties agree not to copy in whole or in part, any Confidential Information nor modify the same in any way without prior written consent from the other party. Neither party will be liable to the other for the disclosure of Confidential Information if, as shown by clear and convincing evidence, the Confidential Information: (a) is generally known to the public at the time of disclosure by the disclosing party; or (b) becomes generally known to the public through no fault of the receiving party; or (c) was lawfully in the possession of the receiving party prior to signing this Agreement; or (d) is subject to applicable Swiss laws or a valid court order requiring disclosure of such Confidential Information.

In any judicial proceeding, it will be presumed that the Confidential Information in question constitutes protectable trade secrets of the disclosing party, and the receiving party shall bear the burden of proving that the Confidential Information was publicly or rightfully known or disclosed.

14. PUBLICITY

Contractor and Customer may use either's name or mark and identify either as a partner, on website and/or marketing materials. Both parties may issue a press release, containing name, related to any award under this Agreement. Neither party will use the other party's name or marks, refer to or identify the other party for any other reason, except as established in this section, without such other party's written approval.

15. SUBCONTRACTING

Contractor may, at its option, subcontract work under a Statement of Work but Contractor's use of subcontractors shall not affect its responsibilities under the applicable Statement of Work. Moreover, Contractor shall be fully responsible for work done by its subcontractors within the scope of the applicable Statement of Work as it is for work done by its own employees. Contractor shall have written agreement(s) with its subcontractors that contain, at a minimum, clauses that are the same as or comparable to the sections of this Agreement regarding ownership rights and confidentiality of Customer's materials.

16. GENERAL TERMS

a. This Service Contract shall be deemed to have been made, executed and delivered in the State of Vaud and shall be construed in accordance with the laws of the Switzerland.

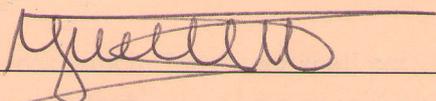
b. NOTICES. Notices to be given by either party under this Agreement shall be sent by certified mail, express overnight delivery, or teletype to the attention of the other party at the addresses of the parties as first set forth above.

c. ENTIRE AGREEMENT. This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Contractor and Customer and supersedes all prior and contemporary agreements, oral or written.

e. COUNTERPARTS. The Parties hereto agree that facsimile signatures, digital signature and e-mails shall be as effective as if originals. This Agreement may be executed via facsimile or e-mail in any number of counterparts, all of which taken together shall constitute one and the same agreement.

In Witness Whereof, this Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

MonDrink by PETKOVA 90 Sarl



Mrs. PETKOVA Tsvetelina

13.04.2018

Samara State Technical University



Mr. PIMENOV Andrey

13.04.2018

This contract in its full contains 5 pages.

ATTACHMENT A: Statement of Work