

SERVICE CONTRACT
No. 2/BRZZ/2020

This Service Contract No. 2 /BRZZ/2020 (hereinafter referred to as "Contract") is concluded on „12" February 2021 between:

The company **"Anodilia" S.R.L.**, with registered address Str. Mitropolit Petru Movilă nr.2319, of.5, MD-2004, Chisinau, Republica Moldova hereinafter referred to as **"Provider"**, represented by the director Ms. **Otilia Dragutanu**, acting on the basis of the Charter, on one hand, and

JSC Lomisi, with registered address Georgia, Mtskheta, village Natakhtari hereinafter referred to as **"Client"**, represented by the director Ertan Kurt, acting on the basis of the Charter, on the other hand.

In accordance with the contents of this Contract, the Provider and the Client are hereinafter individually referred to as **"Party"**, and/or jointly as **"Parties"**.

The Parties have entered into this Contract regarding the following:

1. ARTICLE
DEFINITIONS AND TERMS USED IN THE CONTRACT

In accordance with the contents of this Service Contract No. 2 /BRZZ/2020 of „12" February 2021 (hereinafter referred to as "Contract"), the definitions and/or terms, highlighted in the contents of this Contract with capital letters, have the following meaning:

- 1.1. "Contract" means this Service Contract No. 2 /BRZZ/2020 of „12" February 2021 with all additions and/or subsequent amendments, signed by the Parties.
- 1.2. "Annex and/or Annexes" refers to any additional materials, signed by the Parties and which regulate various aspects pertaining to the execution of this Contract. The annexes are an integral part of this Contract and are legally binding for the Parties.

2. ARTICLE
SUBJECT MATTER OF THE CONTRACT

- 2.1. The Provider undertakes to provide services of managing the social media accounts, namely on VKontakte, Facebook and Instagram for Natakhtari lemonade brand, dialogue management, monthly content creation, community building, targeting, media buying and reporting competitors' activities ("Services") in accordance with conditions and terms agreed upon by the Parties, under the terms of this Contract and Annex-1: Scope of Work, which is an integral and indispensable part of this Contract. For the purpose of fulfillment of undertaken obligations, the Provider may engage, on the basis of contractual terms as defined in Article 3.1.10., third party legal entities, but remaining liable before the Client in case of unfulfillment or improper fulfillment of the specified obligations.
- 2.2. The Client is obligated to pay the Provider the fee of the Services in a timely manner as stated in Article 5.
- 2.3. The Provider under this Contract does not hold any right of possession or disposition on Client's trademarks.

3. ARTICLE
RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The rights and obligations of the Provider:

- 3.1.1. The Provider undertakes to perform all Services qualitatively in accordance with the provisions of this Contract, its Annexes and relevant legislation, especially the Provider undertakes and agrees that all contents and materials within the scope of Services shall be in line with the focus countries' regulations such focus countries shall be notified by the Client time to time during the Contract. Otherwise, the Provider shall be responsible for all damages arising from the breach of this Article.
- 3.1.2. The Provider shall prepare a work flow plan ("Workflow Plan") regarding the Services specified in this Contract and its Annexes that includes the timing plan for each project(s), budgets to be determined in accordance with the Contract and its Annexes, if required, and then, the Provider shall deliver the Workflow Plan to the Client within the time period agreed by the Parties in writing.
- 3.1.3. After the Parties agree in writing on the Workflow Plan, the Provider shall fulfill its obligations in accordance with this Contract and its Annexes. If the Client requests any revision in the Workflow Plan and such revisions cannot be carried out to satisfy the Client and accordingly, the Workflow Plan cannot be finalized by the Client within the time period the Parties agreed in writing, the Client may terminate this Contract

Client _____

Provider _____



- without any compensation. The Provider accepts that he shall not make any claim from the Client in this case.
- 3.1.4. The Provider shall start to provide the Services specified in the Workflow Plan after receiving written approval of the Client. The Client shall not be responsible for any costs and expenses arising from the Services provided by the Provider without written approval of the Client. In the event that the Provider does not start to perform the Services or does not fulfill its obligations partially or completely related to the Services that are approved in writing by the Client, the Client may terminate the Contract without paying any compensation and request any damages from the Provider arising nonfulfillment of the obligations related to the Services.
- 3.1.5. In case the Provider provides any kind of Services related to the social media accounts, namely on VKontakte, Facebook and Instagram for Natakhtari lemonade brand (including but not limited to sharing or removing any content on these social media accounts etc.) without written approval of the Client, the Provider shall pay USD 2,000 (two thousand) as a penalty to the Client.
- 3.1.6. The Parties agree that the content provided by the social media users on social media accounts, namely on VKontakte, Facebook and Instagram for Natakhtari lemonade brand shall be managed by the Provider, and if any illegal content is detected in these contents, the illegal content shall be removed immediately by the Provider and the Client shall be notified immediately.
- 3.1.7. The Provider shall not make any commitment to third parties or any agreement with the third parties on behalf of the Client without the written approval of the Client.
- 3.1.8. The Provider agrees that it shall not work directly or indirectly with the competitors of the Client during the term of this Contract without written approval of the Client.
- 3.1.9. The Provider acknowledges and undertakes that he shall obtain the permits and approvals arising from relevant data privacy law, intellectual property law and any other applicable regulations which must be obtained from third parties (if any) for all kinds of works related to the Services within the scope of this Contract and deliver all kinds of documents pertaining to such permits and approvals to the Client.
- 3.1.10. If the third party service is needed in relation to the Services to be provided under this Contract, the Provider shall purchase such necessary service from third parties with the request and written approval of the Client. For such third party service processes, an agreement ("Service Agreements with Third Parties") between the Provider and third parties shall be concluded with the terms and conditions subject to the prior written approval of the Client. For avoidance of doubt, the Client shall not be a party of such Service Agreements with Third Parties, however, prior written consent of the Client shall be obtained with respect to choice of the third party and the content of the Service Agreements with Third Parties, and Article 11 shall also apply₂ to such third parties.
- 3.1.11. In the event that the Services are not performed by the Provider on the due date determined in the Workflow Plan due to any reason arising from the Provider, the Provider is obliged to inform the Client in writing immediately about the situation and the new date on which the Services shall be performed. The Parties agree that there will be a maximum of 10 (ten) days between the new date on which the Services shall be performed and the due date of Services specified in the Workflow Plan. For avoidance of doubt, the Parties may extend the mentioned period in writing with a mutual agreement. Without prejudice to other rights and claims of the Client, in case the Services cannot be performed by the Provider on the new date, the Provider shall pay USD 2,000 (two thousand) as penalty and the Client may terminate this Contract immediately without paying compensation.

3.2. The rights and obligations of the Client:

- 3.2.1. Within the time-limit, in the manner and under conditions coordinated in this Contract and Annexes thereof, to offer the Provider the materials and information, necessary for the performance of works., as well as approve all materials and documents necessary for the performance of works, within agreed time period by the Parties from the day these have been sent by the Provider. In case, the materials and documents necessary shall not be approved agreed time period by the Parties after such documents are sent, the date when posts are made on VKontakte or Facebook, VKontakte, Instagram and facebook shall be automatically delayed with a number of days equal to the number of days the approval of materials and documents was delayed. s.
- 3.2.2. The Client is obliged to pay the Provider within 5 (five) calendar days from the day of receipt of the pro forma invoice, as well as cover all banking and additional expenses in the amount and manner laid down in the Annexes to this Contract.

4. ARTICLE

METHOD OF PERFORMANCE OF WORKS

Client

Provider



- 4.1. Before the beginning of each month the Provider shall submit to the Client the content plan for approval and shall proceed with the works according to the content plan, as soon as it is approved in writing by the Client.
- 4.2. At the end of each month the Provider shall submit reports on the performed works and forward the Pro forma invoice and the Act of Acceptance of Services to the Client to be signed. The acceptance of Services provided is confirmed by the signing of Pro forma invoice and/or Acts of acceptance of services provided by authorized representatives of the Parties.
- 4.3. The Client undertakes to sign the Pro forma and/or Act of Acceptance of Services provided within 5 (five) working days from the moment of submission by the Provider. In case of Client's disagreement concerning the volumes, terms and quality of Services specified in Pro forma invoices and/or Acts of Acceptance of Services provided, within 5 (five) calendar days from the moment of their receipt, the Client must send to the Provider's address by registered mail, its claims regarding the quality of works carried out under this Contract.
- 4.4. The Pro forma invoice and/or the Act of Acceptance of Services provided are deemed to be accepted and signed by the Client if the Provider, within 7 (seven) working days from the moment the Pro forma invoice and/or the Act of Acceptance of services provided are presented to the Client, shall not receive a refusal note in writing.

5. ARTICLE PAYMENT FOR SERVICES REMUNERATION OF PROVIDER

- 5.1. Prices are set in USD. Payments between Parties shall be made in USD incl. VAT in accordance with the terms specified in the Annexes to this Contract.
- 5.2. A monthly retainer fee for content development and account management will be determined for each particular month by Pro forma invoice and the relevant act of acceptance.
- 5.3. The payment day for the Client is 5 (five) calendar days from the date specified on the Pro forma invoice, unless otherwise specified in the Annex. Payment shall be done against residence certificate of Provider, the scanned copy of which shall be sent by the Provider, which shall be issued by respective state body of Moldova. In case there is a delay of presenting mentioned certificate payment of service price will be postponed proportionally. Year of payment and year of issuance of the residence certificate shall be the same.
- 5.4. If the Client does not observe the payment terms specified in the Pro forma invoice or in the Annexes to this Contract, then the Provider has the right to suspend the execution of all works until the payment for the services 3 under this Contract.
- 5.5. The Provider shall provide the documents providing all costs and expenses of third parties (including but not limited to media buying etc.) to the Client together with the delivery of each month's invoice.

6. ARTICLE LIABILITY OF THE PARTIES

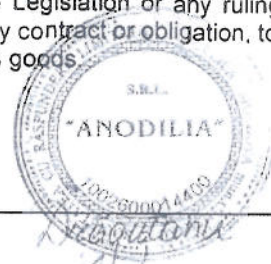
- 6.1. In case of identification of sub-standard works, the Client has the right to request from the Provider to remedy them.
- 6.2. The Provider bears full liability both for the content of placed materials, as well as for any violation of rights of third parties, including copyright and related rights in accordance with the applicable legislation.
- 6.3. The unilateral rejection to perform the Services is not allowed, except in cases as provided by the Legislation in force.
- 6.4. The liability of the Parties, not provided by in this Contract, is additionally established in the Annexes to this Contract, in accordance with the Legislation in force.

7. ARTICLE WARANTIES

- 7.1. The Client represents and warrants as follows:
 - 7.1.1. The Client is a legal entity operating entitled to carry out activities and perform obligations under this Contract.
 - 7.1.2. The persons signing this Contract on behalf of the Client have full authority to do so. All actions that are required to be performed according to the Client's charter or under other documents and the legislation with a view to signing and performing this Contract shall be carried out by the Client.
 - 7.1.3. Neither the signing of this Contract nor its performance violates the Legislation or any rulings, orders, judgments of a court, of other judicial or executive body, contradicts any contract or obligation, to which the Client is a party or which is mandatory for the Client or in relation to its goods.

Client _____

Provider _____



- 7.1.4. The Client is not the subject of any administrative investigation, litigation or arbitration that may adversely affect the performance by the Client of its obligations hereunder, as well as the implementation of the actions provided for in this Contract.

7.2. The Provider represents and warrants as follows:

- 7.2.1. The Provider is a legal and is entitled to carry out activities and perform obligations under this Contract.
7.2.2. The persons signing this Contract on behalf of the Provider have all the relevant powers to do so and all necessary actions for signing and performing this Contract provided for in its instruments of incorporation.
7.2.3. The signing or performance by the Provider of this Contract neither violates nor contradicts any of the Provider's material contracts or obligations related to its goods.
7.2.4. There are no administrative, legal and judicial procedures or actions that may threaten or affect the Provider's ability to perform its obligations hereunder.

8. ARTICLE UNAVOIDABLE CIRCUMSTANCES (FORCE MAJEURE)

- 8.1. The Parties shall not be held liable for full or partial failure to perform their obligations under this Contract, if this failure was due to force majeure circumstances arising after the conclusion of this Contract as a result of exceptional circumstances that the Party could not foresee or prevent by reasonable measures.
Such exceptional circumstances include: floods, fires, earthquakes and other natural disasters, as well as wars, acts or actions of state bodies and any other circumstances that are beyond the reasonable control of the Parties.
8.2. In the event of occurrence of the circumstances specified in para. 8.1. of this article, the Party shall notify the other Party thereof in writing or by fax within 10 (ten) calendar days. The notice should contain data on the nature of the circumstances and, if possible, an assessment of their impact on the ability of the respective Party to perform its obligations under this Contract and the deadline for performance of obligations.
8.3. In the event of termination of the circumstances referred to in para. 8.1. of this article, the Party shall inform the other Party thereof in writing, by email or by fax within 10 (ten) calendar days. The notice shall indicate the period of time during which the obligations under this Contract are expected to be performed.
8.4. If the Party fails to send the notices referred to in paragraphs 8.2 and 8.3 of this article within the prescribed period of time, it will be obliged to compensate the other Party for the damage resulting from delayed notice or failure to notify altogether.
8.5. The Party shall, within a reasonable time, transfer to the other Party, at the request of the latter, confirmations (certificate) of the competent authorities attesting the existence of these circumstances.
8.6. In the cases referred to in para. 8.1. of this article, the deadline for performance by the relevant Party of the obligations hereunder will be extended for the duration of the relevant circumstances and their consequences.
8.7. If force majeure circumstances and their consequences, specified in para. 8.1. of this article, last longer than 6 (six) months, or if it is expected that the influence of these circumstances and their consequences continues for more than six months, the Parties shall, in the shortest time possible, negotiate with a view to identifying alternative ways that are acceptable for the Parties to perform this Contract and reach a corresponding agreement.

9. ARTICLE CONFIDENTIALITY

- 9.1. The Parties shall undertake to keep confidential all legal, commercial, financial, technical and other information that has become available to them in connection with the performance of this Contract.
9.2. Failure to comply with the confidentiality clause entails the responsibility of the Party at fault in the amount of full damage caused by failure to maintain confidentiality.
9.3. The obligations set forth in this article shall not affect the disclosure of confidential information to competent state bodies and audit organizations in the manner prescribed by the Legislation.

10. ARTICLE TERM OF CONTRACT

- 10.1. This Contract shall enter into force upon signing by both Parties and shall remain in effect until 31.12.2021.
10.2. Either Party shall have the right at any time to immediately terminate this Contract by written notice to the other Party if other Party commits a breach of this Contract and (if such breach is remediable) fails to remedy that breach within 7 (seven) days as of written notice by the non-defaulting Party.
10.3. If the Provider does not meet the monthly targets, the Client may terminate this Contract at the end of the relevant month which the Provider did not meet the target
10.4. The Client may terminate this Contract unilaterally at any time without cause with 15 (fifteen) days prior written notice without paying any compensation or penalty.

Client 

Provider 

- 10.5. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.

11. ARTICLE INTELLECTUAL PROPERTY RIGHTS

- 11.1. The Provider acknowledges and undertakes that all types of works including but not limited to contents, advertisement, concept, spot, photograph, slide, poster, brochure and similar visual and audio works related to the Services within the scope of this Contract which are developed and created by the Provider shall be "original" in the meaning of respective laws and regulations. The Provider acknowledges and undertakes that in the event all types of work related to the Services is not original and infringes the intellectual property right of any third party, the Provider shall be responsible for all types of damages claims, complaints by third parties which the Client shall receive for such infringement and legal and criminal liabilities shall solely be under the Provider's responsibility and the Provider shall reimburse the Client for any damages in this regard.
- 11.2. The Provider irrevocably acknowledges and undertakes that he has duly transferred or shall transfer all kind of intellectual property rights (financial and moral rights determined in the relevant legislation) arising of the all types of works including but not limited to contents, advertisement, concept, spot, photograph, slide, poster, brochure and similar visual and audio works related to the Services which are created by the Provider, all kind of the intellectual property rights arising from applicable regulations for adaptation, reproducing, disseminating, representation, transmission to the public by all means and power to use of moral rights to the Client worldwide without limitation to any country, media, time period or any other limitation and the Provider shall otherwise reimburse the Client for all damages arising the breach of this Article.
- 11.3. The Provider irrevocably acknowledges and undertakes that all kinds of works including but not limited to materials, contents, advertisement, concept, spot, photograph, slide, poster, brochure and similar visual and audio works, brand and design and patent/utility model which may be subject to copyright and other related rights and/or other intellectual property rights which are created by the Provider related to the Services, are owned exclusively by the Client in Georgia or abroad without limitation to media, time period or any other limitation, and that the Provider and his employees or any third parties shall not make any claims on the works and the brands/designs/patents/utility models which shall be created as a result of the Services provided within the scope of this Contract.
- 11.4. If the Provider receives services from third parties related to the Services to be provided within the scope of this Contract, in relation to any content such as creative works, drawings, concepts, reports and presentations produced by third parties within the scope of these services; all kind of financial rights arising from applicable intellectual property regulations for adaptation, reproducing, disseminating, representation, transmission to the public by all means and power to use of moral rights shall be transferred to the Client worldwide in accordance with the terms and conditions of Service Agreements with Third Parties as defined in Clause 3.1.10.
- 11.5. In relation to the intellectual property rights mentioned in this Article; the Provider agrees and undertakes to carry out all kinds of official or unofficial transactions required for transfer or usage of right of the Client within the scope of this Contract, including the signing all relevant documents immediately and at the latest within two (2) days after the completion of work and to issue and sign all necessary documents in this regard.
- 11.6. The provisions in this Article shall be valid worldwide and shall continue to be in effect for indefinite period after the termination of the Contract for any reason.

12. ARTICLE DISPUTE SETTLEMENT

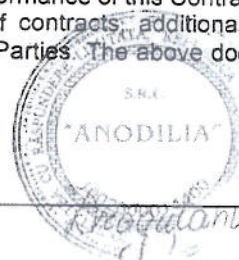
- 12.1. Disputes arising from this Contract or in connection with its performance shall insofar as possible be settled by the Parties through negotiations.
- 12.2. If either Party breaches any provision of this Contract, the non-defaulting Party must submit a written complaint to the Party at fault and request it to remedy the breach within 15 (fifteen) calendar days.
- 12.3. If the Parties are unable to settle the dispute between them on their own, it will be referred to the competent court of the Georgia for consideration.

13. ARTICLE FINAL PROVISIONS

- 13.1. Additions and amendments to this Contract shall have equal legal force if they are signed by the Parties.
- 13.2. If necessary, for the purposes of regulating certain aspects of performance of this Contract, the Parties may sign additional materials, which shall be drawn up in the form of contracts, additional agreements, protocols, annexes, special conditions to the contract and signed by the Parties. The above documents have the same legal force as this Contract and are integral part thereof.

Client _____

Provider _____



- 13.3. Any corrections made to the text of this Contract shall have legal force only if mutually endorsed in writing by authorized representatives of the Parties in each individual case.
- 13.4. All annexes, additional agreements to this Contract shall be drawn up in writing, duly signed by authorized representatives of the Parties and shall contain a reference to this Contract.
- 13.5. This Contract is signed on ____/____/2021 in 2 (two) copies in English having the same legal force, one for each of the Parties.
- 13.6. None of the Parties has the right to transfer its rights and obligations hereunder to third parties without the other Party's prior written consent.

14. ARTICLE

NOTICES AND CONTACT INFORMATION OF THE PARTIES

- 14.1. All notices transmitted by the Parties to each other according to this Contract may be sent by fax or e-mail or by registered letters and shall be deemed received on the next working day after sending by fax and e-mail, and in the case of registered letters – according to the date stamp on the envelope.
- 14.2. Signatures, contacts and bank details of the Parties:

Annexes:

Annex-1: Scope of the Works

Annex-3: Form of the Act of Acceptance

The Provider

«Anodilia» S.R.L.



The Client

JSC Lomisi

A handwritten signature in blue ink, consisting of a stylized 'K' followed by a horizontal line.

Client

A handwritten signature in blue ink, consisting of a stylized 'K' followed by a horizontal line.

Provider



Annex- 1: SCOPE OF WORK

SCOPE OF WORK

Scope of work includes digital marketing and social media strategy development, campaign idea creation, creative presentations and consultancy services tailored for Natakhtari Lemonade brand.

Comprehensive List:

- Developing main, regular and special day digital communication strategies for the brand and for social media platforms
- Managing digital channels and accounts (VKontakte, Instagram & Facebook)
- Content creation and management (10 (ten) to 30 (thirty) contents per month) of all types including but not limited with posts, and stories. This also includes monthly photo shooting for premium quality content creation.
- Moderating and community/dialogue management (consumer, customer and any user interaction) in social media (between 09:30-18:30 in weekdays and twice during weekends and instant interference during unexpected crisis periods (in other words including crisis management).
- Utilizing user generated content
- Monitoring and reporting all competitor activities on digital media with main insights and improvement recommendations for the following month
- All processes to be managed, tracked and reported by the Provider.

All creative content shall be prepared in English for written approval but published in Russian. Transcreation may be needed for local relevancy and the Provider also shall provide such transcreation service within the scope of this Contract without any extra cost.

The Provider also shall provide monthly photo shooting service for premium quality content creation within the scope of this Contract without any extra cost.

Full social media content for the upcoming month shall be presented for the written approval of the Client in every 1st week of the previous month.

Client

Provider



Annex- 3: Form of the Act of Acceptance

Report of delivery and receipt of services provided no.01

Chisinau municipality

With reference to the execution of consecutive interpretation services, SRL „Eventuristica”, represented by Manager *Palade Dorin*, delivers, and the Representative of JSC Jomisi receives the following works for _____:

Services	Total, USD
Account Management and Community Moderation	
Content Creation	
Targeting	
Media Buying	
VAT Media Buying	
Comission from media buying (10%)	
Total for payment	

1. The quality meets the requirements presented. The services have been executed properly.
2. The Beneficiary has no complaints about the quality of the services provided.
3. The contract price of the works performed is _____.
4. This Report is drawn up in two copies, one for each party, having equal legal force, and serves as an annex to the tax invoice _____.

8

Received by:

Delivered by:

Provider

Beneficiary

Otilia Dragutanu



Client

Provider

