

PROJECT REFERENCE



LED China / Edison / 176 sqm / Guangzhou China



ISPO / LP Support / 315 sqm / SHANGHAI CHINA



Jett Luo

合 同

编号：170606

甲 方：Gogodesign International Co., Ltd.

乙 方：上海明举企业形象策划有限公司 (MJ Creative)

Gogodesign International Co., Ltd.(以下简称甲方)与上海明举企业形象策划有限公司 (MJ Creative) 以下简称乙方)，就 Edison 公司广州灯光展展位装修代理服务项目，依据《中华人民共和国合同法》有关条款，经双方友好协商，签订如下合同：

一、项目内容： 展台制作代理服务

二、施工日期： 2017 年 6 月 5 至 6 月 09

三、施工地址： 广州进出口交易会展馆

四、施工要求： 以甲方提供之设计图纸为依据。

五、搭建材料： 以设计图纸为依据。

六、合同造价及付款方式：

6.1 制作搭建及代理服务总费用：美元叁万伍仟肆佰陆拾元整 (USD35460.00)

6.2 甲方如在合同签订后的制作或安装中途(包括现场布展中)要求变更或增加的服务项目(与原报价项目差别较大的服务项目，或未包括在原报价项目中的服务项目)，乙方将酌情另行收费，并且经双方项目负责人书面签字确认后生效，否则乙方将有权拒绝接受甲方请求。

6.3 签定合同 10 日内付美元壹万叁仟壹佰陆拾元整 (USD13160.00) 首付款，工程结束后 10 个工作日内付清剩余款项。

6.4 签订合同和服务项目追加单后甲方逾期付款，应承担每日合同总价的百分之壹的违约金。

七、项目验收方式及标准：

7.1 所有应由甲方提供的美工内容，如：喷绘图片的原文件及甲方的标准 CI，应由甲方最晚在 2017 年 6 月 1 日前提供给乙方。

7.2 项目制作以设计图纸为标准。

7.3 项目制作如出现质量问题，乙方应按照双方确定的图纸要求进行返工修缮。

7.4 乙方应在 2017 年 6 月 08 日下午 5: 00 前完成本项目的现场安装工作。

7.5 甲方如在合同签订后的制作或安装中途提出变更或增加的要求，均应经双方签字确认，否则乙方将有权拒绝接受甲方请求。

7.6 甲方应在专卖店开业前履行验收义务，乙方有权在开业后认为甲方对乙方提供的制作、安装等工作无任何异议；

八、 违约条款：



- 8.1 乙方必须严格依照甲方确认的设计方案制作安装,确保工程质量和进度。由于乙方原因而造成安装未能按期完工,导致甲方不能正常开展,则甲方有权拒付乙方工程款,且乙方需赔偿甲方相应的损失。
- 8.2 甲方如在合同签订后的制作或安装中途要求乙方变更设计方案,致使返工、增加成本,甲方应承担乙方增加部分的全部费用,并且需要双方书面签字确认项目费用追加单后生效并实施;
- 8.3 本合同签订后,如果甲方要求解除合同,乙方有权要求甲方支付合同总造价的70%材料及人工成本费,作为乙方应得的违约补偿。
- 8.4 本合同签订后,甲方另行要求的变更或增加的服务项目(与原报价项目差别较大的服务项目,或未包括在原报价项目中的服务项目),但乙方无法接受的、乙方拒绝接受甲方请求的,乙方有权要求甲方支付合同总造价的70%材料及人工成本费,作为乙方应得的违约补偿。
- 九、 本合同包含双方所有意向,并取代双方在此之前达成的一切书面或口头协议,任何对本合同内容的修改或变更均应甲乙双方共同书面认可;由本合同所产生的任何权利或义务未经许可不得转让。双方任何一方未按合同执行,对方有权终止合同,并要求违约赔偿损失;由于一方的过失,造成本合同不能履行或不能完全履行时,由过失的一方承担违约责任。
- 十、 由于政治、军事、经济或自然灾害等不可抗力原因造成本合同无法履行,甲乙双方均可免除责任;但在不可抗力因素清除之后的剩余合同日内,双方应继续履行合同义务。
- 十一、 甲方对设计方案拥有所有权,未经甲方书面同意许可,乙方不得以任何方式告知任何其他第三方。双方均有就本合同的全部内容对外保密的责任。
- 十二、 本合同自双方签字盖章之日起生效,至履行完毕之日自动撤消,本合同盖章后的传真件与原件具有相同法律效力。
- 十三、 本合同一式二份,甲乙双方各执一份。
- 十四、

负责人:



(甲方签字盖章)

2017.05.18(年/月/日)

负责人:



(乙方签字盖章)

2017.05.18(年/月/日)

PROJECT REFERENCE



China Food and Drinks Fair 2018/ 126 sqm/ Chengdu China



G2E / FULI / 256 sqm / MACAU



Jeff Gwo

合 同

合同编号: (120820)

甲 方: 卡尔吉特(上海)空间设计有限公司

乙 方: 上海明举企业形象策划有限公司 (MJ Creative Co., Ltd.)

卡尔吉特(上海)空间设计有限公司(以下简称甲方)上海明举企业形象策划有限公司(以下简称乙方),就澳门特区博彩业展览会 FULI G2E ASIA 项目厂内制作,依据《中华人民共和国合同法》有关条款,经双方友好协商,签订如下合同:

- 一、项目内容: 展位制作与安装。
- 二、施工日期: 2012年7月20日。
- 三、施工地址: 上海市西藏北路大悦城
- 四、施工要求: 以设计图纸为依据。
- 五、搭建材料: 设计方案标注为依据。
- 六、合同造价及付款方式:

- 6.1 制作及搭建总费用: (人民币)陆拾贰万伍仟元整(¥625000.00)。
- 6.2 甲方如在合同签订后的制作或安装中途(包括现场布展中)要求变更或增加的服务项目(与原报价项目差别较大的服务项目,或未包括在原报价项目中的服务项目),乙方将酌情另行收费,并且经双方项目负责人书面签字确认后生效,否则乙方将有权拒绝接受甲方请求。
- 6.3 项目完成后60个工作日内付清全款。

七、项目验收方式及标准:

- 7.1 所有应由甲方提供的美工内容,如:喷绘图片的原文件及甲方的标准CI,应由甲方最晚在2012年8月10日前提供给乙方。
- 7.2 项目制作以设计图纸为标准。
- 7.3 项目制作如出现质量问题,乙方应按照双方确定的图纸要求进行返工修缮。
- 7.4 乙方应在2012年7月25日下午5:00前完成本项目的现场安装工作,展会期间乙方派工程人员负责现场的维护及抢修,以确保展会顺利进行。
- 7.5 甲方如在合同签订后的制作或安装中途(包括现场布展中)提出变更或增加的要求,均应经双方签字确认,否则乙方将有权拒绝接受甲方请求。
- 7.6 甲方应在展览开幕前履行验收义务,并向乙方出具书面验收意见,无任何异议的则签收《客户验收单》。否则乙方有权在开展后认为甲方对乙方提供的制作、安装等布展工作无任何异议;



7.7 为提高服务质量，建立长期的合作关系，请甲方在展览结束后 5 个工作日内填写由乙方提供的《展览服务质量调查表》，并传真或邮寄回乙方，以便总结问题，提高服务品质。

八、 违约条款：

- 8.1 乙方必须严格依照甲方确认的设计方案制作安装，确保工程质量和进度。由于乙方原因而造成安装未能按期完工，导致甲方不能正常开展，则甲方有权拒付乙方工程款，且乙方需赔偿甲方相应的损失。
- 8.2 甲方如在合同签订后的制作或安装中途要求乙方变更设计方案，致使返工、增加成本，甲方应承担乙方增加部分的全部费用，并且需要双方书面签字确认项目费用追加单后生效并实施；
- 8.3 本合同签订后，如果甲方要求解除合同，乙方有权要求甲方支付合同总造价的 70%材料及人工成本费，作为乙方应得的违约补偿。
- 8.4 本合同签订后，甲方另行要求的变更或增加的服务项目（与原报价项目差别较大的服务项目，或未包括在原报价项目中的服务项目），但乙方无法接受的、乙方拒绝接受甲方请求的，乙方有权要求甲方支付合同总造价的 70%材料及人工成本费，作为乙方应得的违约补偿。

九、 本合同包含双方所有意向，并取代双方在此之前达成的一切书面(包含原项目合同)或口头协议，任何对本合同内容的修改或变更均应甲乙双方共同书面认可；由本合同所产生的任何权利或义务未经许可不得转让。双方任何一方未按合同执行，对方有权终止合同，并要求违约赔偿损失；由于一方的过失，造成本合同不能履行或不能完全履行时，由过失的一方承担违约责任。

十、 由于政治、军事、经济或自然灾害等不可抗力原因造成本合同无法履行，甲乙双方均可免除责任；但在不可抗力因素清除之后的剩余合同日内，双方应继续履行合同义务。

十一、甲方对设计方案拥有所有权，未经甲方书面同意许可，乙方不得以任何方式告知任何其他第三方。双方均有就本合同的全部内容对外保密的责任。

十二、本合同自双方签字盖章之日起生效，至履行完毕之日自动撤消，本合同盖章后的传真件与原件具有相同法律效力。

十三、本合同一式二份，甲乙双方各执一份。

负责人：



(甲方签字盖章)

2012/07/10

负责人：



(乙方签字盖章)

2012/07/10



Fishery China / Russian Pavilions / 903 sqm / Qingdao China



Wind Power China / GE / 150 sqm / Beijing China



Jeff Gwo

26 сентября 2016 г.

ООО «ЕСГ ЭКСПО», в лице Генерального директора Фетисова Ивана Андреевича, действующего на основании Устава, именуемое в дальнейшем ЗАКАЗЧИК, с одной стороны, и «MJcreative» в лице г-на Д. Гуо действующего на основании Устава, именуемое в дальнейшем ИСПОЛНИТЕЛЬ, с другой стороны, заключили настоящий контракт о нижеследующем:

1. ПРЕДМЕТ КОНТРАКТА

1.1. В соответствии с настоящим Договором Заказчик поручает и оплачивает, а Исполнитель оказывает следующие услуги по оформлению выставочной экспозиции Заказчика (далее – «Выставочная экспозиция») площадью 903 м² на выставке «China Fisheries and Seafood Expo 2016», проходящей с 2 по 4 ноября 2016 в МВК Циндао, г. Циндао, КНР (далее – «Выставка»);

1.1.1. Разработка пакета технической документации на основании архитектурно-планировочного решения (Приложение № 1) предоставленного Заказчиком;

1.1.2. Изготовление и графическое оформление выставочной экспозиции в соответствии с утвержденным Заказчиком архитектурно-планировочным решением;

1.1.3. Сборка и разборка выставочного оборудования на выставочной экспозиции;

1.1.4. Техническое оснащение выставочной экспозиции оборудованием, указанным в Спецификации (Приложение № 2), предоставленным Заказчику во временное пользование;

1.1.5. Сборка выставочной экспозиции Исполнителем осуществляется с 8:00 28 октября по 20:00 1 ноября 2016;

1.1.6. Разборка выставочной экспозиции Исполнителем осуществляется с 17:00 4 ноября по 18:00 6 ноября 2016г;

2. СУММА КОНТРАКТА

2.1. Сумма КОНТРАКТА определяется Спецификацией (Приложением №2), являющейся неотъемлемой частью данного контракта

2.2. Дополнительные услуги, не предусмотренные Спецификацией (Приложением №2), будут предварительно согласованы с Заказчиком и оформлены Дополнительным соглашением к настоящему КОНТРАКТУ. Дополнительные услуги оплачиваются ЗАКАЗЧИКОМ на основе счетов, выставляемых ИСПОЛНИТЕЛЕМ и акта выполненных работ.

3. СРОКИ

3.1. Указанные в Статье 1 настоящего контракта услуги ИСПОЛНИТЕЛЬ выполнит с 27 сентября по 6 ноября 2016г.

3.2. В случае наличия замечаний со стороны ЗАКАЗЧИКА ИСПОЛНИТЕЛЬ обязуется их исправить

26 of September, 2016

“ESG EXPO” Llc, represented by Director General Ivan Fetisov, acting on the base of Charter, hereinafter referred to as the CUSTOMER, on one side, and “MJcreative” Llc represented by Mickey Wu acting on the base of Charter, hereinafter referred to as the CONTRACTOR, on the other side, have concluded this Contract of the following:

1. SUBJECT OF THE CONTRACT

1.1. In accordance with this Contract the CUSTOMER charges and pays, while the CONTRACTOR provides services in the exhibition stand (hereinafter – the “Stand”) construction with the total space of 903 sq.m. at the International exhibition “China Fisheries and Seafood Expo 2016” taking place in Qingdao International Expo Center, Qingdao, China, 2016, November 2-4 (hereinafter – the “Exhibition”) in the following manner:

1.1.1. Development of the technical drawings based on the stand design provided by the Customer (Annex #1);

1.1.2. Production of the stand elements and decoration according to the stand design provided by the CUSTOMER;

1.1.3. Set-up and dismantling of the exhibition equipment;

1.1.4. Technical equipping of the stand with the equipment, listed in the Equipment list (Annex # 2), being provided on the temporary basis;

1.1.5. The set-up of the exhibition stand takes place from 8:00 28 October to 20:00 on 1 November, 2016;

1.1.6. The dismantle of the stand takes place from 17:00 4 November to 18:00 6 November, 2016;

2. PRICE OF THE CONTRACT

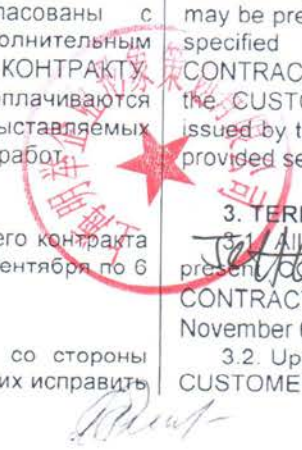
2.1. The CONTRACT amount is determined by the Equipment list (Annex 2) which is the integral part of the Contract;

2.2. All additional works and services that are not mentioned in the Equipment list (Annex 2) may be preliminary agreed with the Customer and specified in Additional Agreement to the CONTRACT. Additional services are to be paid by the CUSTOMER on the base of the invoices, issued by the CONTRACTOR and Protocol of the provided service

3. TERMS

3.1. All services specified in Article 1 of the present CONTRACT will be performed by the CONTRACTOR from September 27th till November 6th, 2016.

3.2. Upon the existence of any notes from the CUSTOMER, the CONTRACTOR is obliged to



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к моменту открытия выставки.

4. ОБЯЗАТЕЛЬСТВА СТОРОН

4.1. ИСПОЛНИТЕЛЬ обязуется:

4.1.1. Выделить ответственного менеджера (представителя Исполнителя), осуществляющего согласование и оперативное решение всех технических и организационных вопросов на Выставке.

4.1.2. Выполнять услуги, указанные в Статье 1 настоящего контракта, в соответствии с утверждённым Заказчиком архитектурно-планировочным решением экспозиции качественно, своевременно и с учетом требований организаторов выставки.

4.1.3. Предоставить Заказчику необходимую информацию для заказа технических услуг у Организаторов выставки;

4.1.4. Предоставить Заказчику в срок не позднее 20.00 1 ноября 2016 выставочную экспозицию оснащённую оборудованием в соответствии с Приложением №2.

4.2. ЗАКАЗЧИК обязуется:

4.2.1. Предоставить Исполнителю окончательно утверждённое Заказчиком архитектурно-планировочное решение экспозиции не позднее 27 сентября 2016.

4.2.2. Самостоятельно и за свой счёт заказать и оплатить Организаторам выставки технические услуги, а именно: дополнительное время монтажа в количестве 2х рабочих дней, точки подвеса, подвод/сток воды, электроподключение, ежедневная уборка стенда, интернет, аккредитация и др.

4.2.3. Предоставить ИСПОЛНИТЕЛЮ утверждённые исходные файлы для производства графических материалов не позднее 12:00 8 Октября 2016;

4.2.4. Сообщить ИСПОЛНИТЕЛЮ фамилии лиц, уполномоченных действовать от имени Заказчика;

4.2.5. Организовать правильную эксплуатацию переданного ему на период проведения выставки оборудования;

4.2.6. Обеспечить в пределах закрепленной выставочной площадки безусловное выполнение принятых на выставочном комплексе мер пожарной безопасности.

5. ОТВЕТСТВЕННОСТЬ СТОРОН

5.1. В случае несвоевременного перевода ЗАКАЗЧИКОМ платежей, предусмотренных данным контрактом, ИСПОЛНИТЕЛЬ имеет право приостановить выполнение работ по настоящему контракту.

5.2. ЗАКАЗЧИК несет материальную ответственность за ущерб, нанесенный переданному ему ИСПОЛНИТЕЛЕМ оборудованию вследствие его неправильной эксплуатации или утраты. В случае утраты указанного имущества по вине ЗАКАЗЧИКА, ЗАКАЗЧИК возмещает ИСПОЛНИТЕЛЮ сумму, равную стоимости утраченного оборудования. В

rectify all the defects before the opening of the exhibition.

4. OBLIGATIONS OF THE PARTIES

4.1. The CONTRACTOR is obliged to:

4.1.1. Appoint a project manager (a representative of the CONTRACTOR) authorized to discuss and solve the technical and organizational matters that might appear while fulfilling the Contract on CONTRACTOR's behalf;

4.1.2. To perform the Services, specified in Article 1 of the current Contract in accordance with the stand design, approved by the CUSTOMER, with proper quality, on schedule and following the Exhibition Organizers' guidelines.

4.1.3. Provide the Customer with all necessary information regarding the required Technical services to be ordered from the show Organizers.

4.1.4. Deliver the Exhibition stand fully equipped in accordance with Annex 2 no later than 20:00 1 November 2016.

4.2. The CUSTOMER is obliged to:

4.2.1. Provide the CONTRACTOR with the Confirmed stand design, developed by the CUSTOMER no later than 27 September 2016;

4.2.2. Order from the Organizers and pay for all necessary Technical services such as: early move-in, rigging points, water supply/drainage, power connection, daily cleaning, internet connection, hall management fee, etc.

4.2.3. Provide the CONTRACTOR with the confirmed files for graphics production not later than 12:00 8 October 2016;

4.2.4. Appoint a representative (Project manager) authorized to act on CUSTOMER's behalf.

4.2.5. Ensure proper usage of the stand equipment handed over to him by CONTRACTOR on the temporary basis for the Exhibition period

4.2.6. Ensure within the exposition space with the strict observation of the fire-fighting regulations, adopted by the Exhibition Organizer.

5. LIABILITIES OF THE PARTIES

5.1. In case the CUSTOMER delays the payments, being foreseen in the present Contract, the CONTRACTOR has the right to suspend all works execution by the present contract.

5.2. The CUSTOMER is financially liable for the loss or damage of all the equipment rented from CONTRACTOR. In case of loss or damage of the specified property due to the CUSTOMER's fault, the CUSTOMER compensates the CONTRACTOR with amount, equal to the price of the lost equipment. In case of equipment damage

случае повреждения оборудования по вине ЗАКАЗЧИКА степень его возмещения определяется по соглашению сторон в зависимости от степени повреждения этого оборудования и в соответствии с условиями пункта 6.3.

6. УСЛОВИЯ ПЛАТЕЖА

6.1. Заказчик обязуется перечислить Исполнителю предварительную оплату в размере 180 000,00 (сто восемьдесят тысяч) долларов США не позднее 4 октября 2016г. включительно на основании счёта Заказчика.

6.2. Второй Авансовый платёж в размере 110 000,00 (сто десять тысяч) долларов США перечисляется Заказчиком Исполнителю не позднее 20 октября 2016 г. на основании счёта ИСПОЛНИТЕЛЯ.

6.3. Окончательный расчёт в соответствии со Спецификацией (Приложением №2) осуществляется 5 ноября 2016г на основании акта выполненных работ.

6.3. По окончании выставки Стороны составляют двусторонний акт оказанных услуг по настоящему контракту.

6.4. Факт передачи и возврата оборудования, переданного Заказчику во временное пользование, фиксируется в вышеуказанном акте оказанных услуг

7. ОБСТОЯТЕЛЬСТВА НЕПРЕОДОЛИМОЙ СИЛЫ

7.1. В случае возникновения после подписания настоящего КОНТРАКТА обстоятельств непреодолимой силы (землетрясения, наводнения, пожара, тайфуна, урагана, военных действий, массовых заболеваний (эпидемий), забастовок, диверсий и других обстоятельств, не зависящих от воли сторон), исполнение Сторонами обязательств приостанавливается на срок действия данных обстоятельств; Стороны освобождаются от ответственности за полное или частичное неисполнение обязательств по настоящему КОНТРАКТУ если такое неисполнение вызвано вышеупомянутыми обстоятельствами непреодолимой силы.

8. ПРИМЕНИМОЕ ЗАКОНОДАТЕЛЬСТВО

8.1 Настоящий Договор регулируется и толкуется в соответствии с действующим законодательством КНР.

8.2 Стороны приложат все усилия для разрешения любых споров, касающихся настоящего Договора или его исполнения, путем дружественных переговоров.

8.3. Если стороны не смогут придти к соглашению, спор будет передан для рассмотрения в арбитражном суде г. Пекина в соответствии с Правилами арбитража и примирительных процедур Международной коммерческой палаты.

at the CUSTOMER's fault, the compensation degree is defined by the agreement of the parties dependent on the damage of such equipment and according to the conditions of art. 6.3.

6. PAYMENT CONDITIONS

6.1. After the Contract signing, the CUSTOMER is obliged to transfer the CONTRACTOR the advance payment in the amount 180'000,00 (one hundred and eighty thousand) USD no later than 4 October 2016, basing on the Customer's invoice.

6.2. The second part of the advance payment is transferred by the Customer to the Contractor in the amount of 110'000.00 (One hundred and ten thousand) USD no later than 20 October 2016 basing on the Contractor's invoice.

6.3. The balance payment in accordance with the Annex to is to be transferred to CONTRACTOR's account on 5 november 2016 on signing the Protocol of completion.

6.3. Upon finishing the dismantling of the stand Parties sign a bilateral Acceptance Protocol.

6.4. The fact of delivery and return of the equipment handed over to the CUSTOMER on the temporary basis is to be fixed in the before mentioned Acceptance Protocol.

7. FORCE-MAJEURE CIRCUMSTANCES

7.1. In case of force-majeur circumstances (earthquake, flood, fire, typhoon, hurricane, hostilities, epidemics, strikes, sabotage and other circumstances independent of the will of the Parties) which have occurred after the conclusion of this CONTRACT, the fulfillment of the parties' obligations under this CONTRACT are postponed correspondingly. The Parties are free from responsibility for complete or partial non-fulfillment of the obligations under the present CONTRACT caused by the abovementioned circumstances.

8. APPLICABLE LAW

8.1. This CONTRACT shall be governed by the current law of the Peoples Republic of China

8.2 All disputes in connection with this Contract or the execution there of shall be settled through friendly negotiations.

8.3. In case the Partied failed to come to the agreement through negotiations, the dispute will be addressed to the consideration to the Beijing Arbitrate court according to the Arbitration rules and conciliations of International Chamber of Commerce.



[Handwritten signature]

9. ПРОЧИЕ УСЛОВИЯ

9.1. Кроме работ и услуг, предусмотренных в данном контракте, дополнительные заказы и изменения принимаются ИСПОЛНИТЕЛЕМ по дополнительному соглашению с учетом возможности их выполнения и расцениваются дополнительно с учетом согласованных ставок ИСПОЛНИТЕЛЯ, а также времени поступления заказа.

9.2. Информация, связанная с исполнением настоящего контракта или в связи с ним, не подлежит разглашению и передаче третьим лицам без письменного согласия обеих Сторон.

9.3. Настоящий КОНТРАКТ составлен в двух подлинных экземплярах, каждый на русском и английском языках. В случае возникновения разногласий русскоязычная версия контракта имеет преобладающее значение.

9.4. Все приложения к КОНТРАКТУ являются его неотъемлемой частью.

9.5. КОНТРАКТ вступает в силу с момента его подписания и действует до момента выполнения Сторонами своих обязательств.

9.6. Все расходы, связанные с переводом денег, несет Заказчик.

10. ЮРИДИЧЕСКИЕ АДРЕСА СТОРОН

ЗАКАЗЧИК:

ООО «ЕСГ ЭКСПО»

Юридический адрес: 127521, г. Москва, ул.

Октябрьская, д. 80 офис 301

ИНН/КПП 7725322671/772501001

Р/с 40702840300000835501 (\$)

В АКБ «Мастер-Капитал» (ОАО)

К/с 30101810745250000756

БИК 044525756

ОКПО 03423669 ОГРН 1167746637376

ОКАТО 45296569000

Генеральный Директор
И. А. Фетисов



ИСПОЛНИТЕЛЬ:

Название: MJ Creative

Адрес: NO. 8, YABAOLU, CHAOYANG DISTR

Счет №: 323356009896

Банк: BANK OF CHINA

SWIFT код: BKCH CN BJ 110

9. OTHER TERMS

9.1. Apart from the above mentioned services all additional orders and changes not stipulated under the present CONTRACT are accepted by the CONTRACTOR according to the additional agreement taking into consideration the feasibility of their fulfillment and are estimated on the base of price list of the CONTRACTOR, as well as in consideration of time of the order placement.

9.2. Information related to the CONTRACT execution or in connection with it shall not be divulged or handed over to the third parties without written approval of the both Parties.

9.3. This CONTRACT is made in two equivalent Original copies, each one in Russian and English languages. The Russian version of the Contract is prevalent in case of disputes.

9.4. All appendixes to this CONTRACT are its integral part.

9.5. The CONTRACT goes into effect from the date of its signing and is valid until complete fulfillment of the obligations by the Parties.

9.6. All bank charges that might appear on transfer or conversion are the responsibility of the CUSTOMER.

10. LEGAL ADDRESSES OF THE PARTIES

The CUSTOMER:

Llc ESG EXPO

Company address: 127521, Moscow, Russia,

Octyabrskaya str., bld. 80, off. 301

TIN 7725322671

RRC/772501001

Current account USD 40702840300000835501 (\$)

at Joint Stock Commercial Bank "Master-Capital"

Corresponding account 30101810745250000756

BIC 044525756

RNNBO 03423669 PSRN 1167746637376

Director General
Mr. Ivan Fetisov



The CONTRACTOR:

Company name: MJ Creative

Address: NO. 8, YABAOLU, CHAOYANG DISTR

Account #: 323356009896

Bank: BANK OF CHINA

SWIFT code: BKCH CN BJ 110

Managing Director:

Ms. Mickey Wu





PUBLIC PROCUREMENT

AGREEMENT No. 10/LP

regarding the acquisition of the "Exhibition stand"

CPV code: 39154100-7

"24" October 2018

Chisinau

Supplier	Contracting Authority
SHANGHAI MJ CREATIVE CO., LTD. represented by the Director Mickey WU, acting based on the Statute, hereinafter referred to as the <i>Supplier</i> , on the one hand,	PI "National Office for Vine and Wine" , represented by deputy director Irina BÎSTRÎȚCHI, acting based on Statute, hereinafter referred to as the <i>Beneficiary</i> , fiscal cod 1013620012945, on the other hand,

Both (hereinafter referred to as *Parties*) have concluded this Contract with regard to the following:
Acquisition of "Exhibition stand", hereinafter names as a Goods, according to the public procurement procedure no. 18/04069 from October 16, 2018, based on the decision of the working group of the Beneficiary dated on October 17, 2018.

- a) The following documents shall be considered as component and integral parts of this Contract:
 1. Technical Specifications (annex nr.1);
 2. Price Specifications (annex nr.2);
- b) This Contract shall prevail over all the other component documents. In case of any discrepancies or divergences between the component documents of this Contract, the documents shall have the priority order enlisted above.
- c) As a counter value of payments to be made by the Beneficiary, the Supplier herewith undertakes to deliver Goods to the Beneficiary and to eliminate their defects in compliance with the deliveries of the Contract under all aspects.
- d) The Beneficiary herewith shall undertake to pay the counter value for the delivered Goods to the Supplier, as well as for elimination of defects, the price of the Contract or any other amount that can become payable according to the deliveries of the Contract within the terms and modality established by this Contract.
- e) The Agreement shall be send in scan version true email to each of the Parties.

1. Subject of the Contract

- 1.1. The Supplier shall undertake to deliver Goods according to the Specifications, which is an integral part of this Contract.
- 1.2. The Beneficiary shall undertake in their turn to pay for the delivered Goods by the Supplier.
- 1.3. The quality of Goods shall be confirmed by quality certificates indicated in the Specifications. The Goods delivered based on the contract shall comply with the standards indicated in the Specifications. When no applicable standards or regulations are mentioned, standards or other regulations authorized in the country of origin of Goods shall be applied.
- 1.4. Terms of guarantee of Goods shall be indicated in the Specifications.

2. Terms and Conditions of Provision



2.1. Goods shall be delivered by the Supplier at "China Exhibition Center Import & Export Fair Complex", Guangzhou, China on November 8, 2018. The economic operator will assure stand mounting on November 8, 2018 and dismantling of the stand on November 13 till 18:00 PM, 2018.

2.2. Accompanying documentation for Goods includes:

a) Act of delivery-reception.

2.3. Original of the above document stipulated in 2.2 shall be presented to the Beneficiary at the moment of Goods delivery to the final destination at the latest. Delivery of Goods shall be considered finalized at the moment, when the above document is presented.

3. Contract Price and Conditions of Payment

3.1. The price of Goods delivered under this Contract shall be established in Euro, invoking Specifications to this Contract.

3.2. The total amount of this Contract, without VAT, shall be established in Euro and make up: 33 120,00 (thirty-three thousand one hundred and twenty,00) Euro, including VAT make up: 34 776 (thirty-four thousand seven hundred and seventy-six,00) Euro.

3.3. Payment for delivered Goods shall be made in Euro, invoking Specifications to this Contract.

3.4. The following method and conditions of payment shall be applied by the Beneficiary:

a) Payment shall be made within thirty days, from the time of delivered Goods and the signed by both Parties of Act of delivery-reception.

3.5. Payments shall be made through bank transfer to the settlement account of the Supplier indicated in this Contract.

4. Receipt Conditions

4.1. Goods shall be considered delivered by the Supplier and received by the Beneficiary if:

a) The quantity/ quality/ integrity of Goods corresponds to the information indicated in the List of Goods and the delivery schedule and accompanying documents according to point 2.2 of this Contract;

4.2. The Supplier shall undertake to present the original of the Act of delivery-reception to the Beneficiary for payment along with delivery of Goods. Should the Supplier fail to comply with this clause, the Beneficiary reserves the right to increase the term of payment delivered for under point 3.4 corresponding to the number of days of delay, and to be exempted from payment of penalties established under point 10.3.

5. Standards

5.1. The applicable standards and / or regulations will be complied with in accordance with the legislation in force in the Republic of Moldova.

6. Obligations of the Parties

6.1. Based on this Contract, the Supplier shall undertake:

a) To deliver Goods under the conditions stipulated by this Contract;

b) To announce the Beneficiary within 5 calendar days after signing this Contract by telephone/fax/email or an authorized telegram about the availability to deliver Goods;

c) To ensure corresponding conditions for receipt of Goods by the Beneficiary under the established terms, in compliance with the requirements of this Contract;

d) To ensure integrity and quality of Goods for the entire period until their receipt by the Beneficiary.

6.2. Based on this Contract, the Beneficiary shall undertake:

a) To take all the necessary measures to ensure receipt of the delivered Goods within the established terms in compliance with the requirements of this Contract;

b) To ensure payment for delivered Goods, respecting the modalities and terms indicated in this Contract.

7. Force Majeure



Jeff Guo

7.1. The parties shall be exempted from liability for partial or integral failure to fulfill their obligations according to this Contract, if this is caused by emergence of certain force majeure circumstances (war, natural disasters: fire, floods, earthquakes, as well as other circumstances that do not depend on the will of the Parties).

7.2. The party invoking a force majeure clause shall undertake to inform immediately (not later than in 10 days) the other Party about the incurrence of force majeure circumstances.

7.3. The incurrence of force majeure circumstances, the moment of starting and the term of action have to be supported by a certificate issued in an established order by a domestic competent body in the country of the Party invoking such circumstances.

8. Contract Termination

8.1. The Contract can be terminated by a mutual agreement of the Parties.

8.2. The Contract can be terminated unilaterally by:

- a) The Beneficiary, if the Supplier refuses to deliver Goods under this Contract;
- b) The Beneficiary, if the Supplier does not respect the terms of established delivery;
- c) The Supplier, if the Beneficiary does not comply with the terms of payment for Goods;
- d) The Supplier or the Beneficiary, if one of the Parties does not satisfy the claims presented according to this Contract.

8.3. The party initiating Contract termination shall undertake to inform the other Parties about their intentions within 5 working days by a motivated letter.

8.4. The informed party shall undertake to respond within 5 working days from notification receipt. If the dispute is not settled within the established terms, the initiating party will initiate termination.

9. Claims

9.1. Claims regarding quantity of delivered Goods shall be presented to the Supplier at the moment of their receipt and confirmed by an act drawn up jointly with the representative of the Supplier.

9.2. Claims regarding the quality of delivered Goods shall be presented to the Supplier within 5 working days from detection of quality deficiencies and have to be supported by a certificate issued by an authorized neutral independent organization.

9.3. The Supplier shall undertake to examine the presented claims within 5 working days from the date of their receipt and to communicate the made decision to the Beneficiary.

9.4. Should the claims be recognized, the Supplier shall undertake to deliver additionally the non-delivered quantity of Goods to the Beneficiary within 5 days, while in case of established quality non-compliance – to substitute them or to correct in compliance with the Contract requirements.

9.5. The Supplier shall be liable for the quality of Goods within the established limits, including for hidden vices.

9.6. In case of deviation from the quality, confirmed by the quality certificate drawn up by a neutral independent organization or authorized in this sense, the expenditures for downtime or delay shall be incurred by the guilty party.

10. Sanctions

10.1. The form of the contract performance guarantee, as approved by the Beneficiary, shall be 2% of the contract price.

10.2. For refusal to deliver Goods under this Contract, the contract performance guarantee shall be deducted, if it was made under point 10.1. In case if the delay exceeds the date 12.11.2018, it will be regarded as a refusal to deliver Goods mentioned in this Contract and the contract performance guarantee will be deducted from the Supplier, if it was made under point 10.1.

10.3. For delayed payment, the Beneficiary shall be financially liable in the amount of 0,01% of the amount of unpaid Goods for each day of delay, but not more than 0,03% of the total amount of this contract.



Red circular stamp of the Beneficiary with a star in the center and Chinese characters around the perimeter. Below the stamp is a handwritten signature in black ink that reads "Jeff Gao".

11. Intellectual Property Rights

11.1. The supplier shall undertake to compensate the procurer against any:

- a) Claims and actions in court resulting from violation of certain intellectual property rights (registered patents, names, trademarks, etc.) related to equipment, materials, installations or outfits used for or in relation to the procured goods, and
- b) Related damages-interests, costs, fees and expenditure of any nature, except for the situation, in which such a violation results from following the Terms of Reference drawn up by the procurer.

12. Final Delivery

12.1. The disputes that could result from this Contract shall be solved by the Parties amiably. Otherwise, they shall be transmitted for examination to the competent court according to the legislation of the Republic of Moldova.

12.2. All the negotiations held and documents drawn up earlier shall lose their validity from the date of signing this Contract.

12.3. The contracting parties have the right to convene on alteration to the contract clauses within contract clause by an additional act, only in case of emergence of certain circumstances damaging their legitimate commercial interests that could not have been foreseen on the date of contract signing. Amendment and addenda to this Contract shall be valid only if processed in writing and signed by both Parties.

12.4. Neither of the Parties shall have the right to hand over their obligations and rights under this Contract to a third person without a written consent of the other party.

12.5. This Contract is drawn up in two copies, a copy for the Supplier and Beneficiary each.

12.6. This Contract shall be considered concluded at the date of signing and shall be valid till 31.12. 2018.

12.7. This Contract represents an agreement of will of both parties and is signed today, on "24" October 2018.

12.8. In order to confirm the above-said, the Parties have signed this Contract in compliance with the legislation of the Republic of Moldova, on the above-indicated date and year.

13. Legal, Postal and Banking Data of the Parties

Supplier	Contracting Authority
SHANGHAI MJ CREATIVE CO.,LTD	MF-TR Chisinau – bugetul de stat, PI National Office for Vine and Wine
Adress: 7F, Unit 9, No.803, Shuangcheng Road, Shanghai 200940, China Tel: +86 2158649846 Bank: China Construction Bank Shanghai Bank adress: no.900, Lujiazui Ring Road, Shanghai, China Code IBAN: 31050168450000000127 Bank code: PCBCCNBJSHX	Address: Republic of Moldova, Chisinau, Mitropolit Dosoftei, 126 Tel./Fax: +373 22 105 560 Bank: BC Moldova-Agroindbank SA Bank address: Republic of Moldova, Chisinau, Constantin Tănase 7 Code IBAN: MD96AGPGAD518430A00053AA Bank code: AGRNMD2X

14. Signatures of Parties

Supplier	Contracting Authority
Authorized signature: Mickey WU  Stamp	Authorized signature: Irina BÎSTRÎȚHI  Stamp