

CONTRACT

Nr. 48 /HR din data 29 Mai/ 2012

intre:

- **I.M. "EFES VITANTA Brewery Moldova" SA**, cu sediul in Republica Moldova, or. Chisinau, str. Uzinelor nr. 167, Inregistrata la Camera Inregistrarii de Stat sub nr. 177004795, Cod IDNO 1003600015208, Cod TVA 0400084, cont bancar nr. 225170301828 deschis la BCA "Banca Sociala" SA, reprezentata legal prin domnul **Kamilhan Yazici** - Director General, in calitate de **Beneficiar**,
Si
- **"Media Show Grup" S.R.L.**, cu sediul in MD-2002, Republic of Moldova, str. Bucuresti 23, office 4, c.f. 1006600025484, Cod TVA 0305710, cont bancar in Lei (MDL) nr. 22515014983887, Codul Băncii BECOMD2X609, BC "Banca de Economii" S.A., Fillial No. 1, reprezentata legal prin Dna Ivancova Irina - Director General, in calitate de Prestator, au semnat prezentul Contract cu privire la urmatoarele:

I. OBIECTUL CONTRACTULUI

1.1. Obiectul prezentului contract il reprezinta organizarea de catre Prestator a unui program de training pentru angajatii EVMB, pentru imbunatatirea cunostintelor angajatilor despre Conceptul de Cultura Corporativa si eficientizarea lucrului in echipa a Angajatilor EVMB, după cum urmează:

Tematica programului de training	Data	Persoane	Locul
Cultura corporativa si motivare.	02/06/2012	200	"EVMB"

Subiectele programului sunt inscrise in Anexa nr. 1 la acest Contract

Perioadele de sustinere a cursurilor, precum și locul de desfășurare, pot fi modificate de comun acord de catre ambele parti in termen de minim 7 zile de la inceperea programului de instruire.

II. DURATA CONTRACTULUI

2.1. Prezentul contract intra in vigoare la data semnarii lui si isi inceteaza valabilitatea la data la care obligatiile contractuale ale ambelor parti au fost indeplinite.

III. VALOAREA CONTRACTULUI

CONTRACT

Nr. 48 /HR, dated May, 29 / 2012

between:

- **J.V. "EFES VITANTA Brewery Moldova" SA**, seated in Republic of Moldova, Chisinau, 167 Uzinelor Street, registered in the Trade Register with no. 177004795, IDNO code 1003600015208, VAT code 0400084, Bank Account no. 225170301828 within BCA "Banca Sociala" SA, legally represented by Mr. - **Kamilhan Yazici** General Manager, as **Beneficiary**,
and
- **"Media Show Grup" S.R.L.**, seated in MD-2002, Republic of Moldova, str. Bucuresti 23, office 4, c.f. 1006600025484, Cod TVA 0305710, Banc Account (MDL) nr. 22515014983887, Bank's code BECOMD2X609, BC "Banca de Economii" S.A., Fillial No., legally represented by Mrs. Ivancova Irina - Director General, as **Provider**, have drawn the present Contract, regarding the following:

I. OBJECT OF THE CONTRACT

1.1. The present Contract Object represents organization by the Provider of a training program for Beneficiary's Employees to improve employees' knowledge about Corporate Culture Concept, having final aim develop teamwork and increase work efficiency of Company staff, as follows:

Training program topic	Date	Persons	Place
Corporate culture and motivation	02/06/2012	200	"EVMB"

The Program subject are written in the Addendum nr. 1 of the present Contract.

The periods for developing of the training program, as well as event place, could be modified by both parties not less than 7 day before the training would begin.

II. VALIDITY OF THE CONTRACT

2.1. The present contract becomes effective starting with the moment when it is signed and expires when the contractual obligations of both parties are accomplished.

III. THE VALUE OF THE CONTRACT

3.1. Pentru prestarea serviciilor, **Beneficiarul** va achita **Prestatorului** suma totala de **69 961 MDL, incl. TVA**. Suma totală a contractului include onorariul Companiei Media Show Grup, asigurarea cu echipamentul media necesar pentru organizarea programului de training, uniforma si alimentarea din timpul evenimentului.

Beneficiarul va plati 100% din suma stabilita in 15 zile bancare din data semnarii Actului de Predare – Primire a serviciilor prestate si a facturii fiscale.

IV. OBLIGATIILE PARTILOR

4.1. Prestatorul se obliga:

- Sa respecte tematica, programul si continutul stabilite de comun acord cu Beneficiarul;
- Sa intocmeasca intreaga documentatie necesara pentru buna desfasurare a sesiunilor de instruire care fac obiectul prezentului contract si sa o predea beneficiarului intr-un format adecvat (suport de curs, aplicatii);
- Sa pastreze confidentialitatea oricaror date, documente sau informatii in legatura cu Beneficiarul sau partenerii sai, date, documente sau informatii de care se va lua cunostinta pe perioada executarii contractului, neavand dreptul sa le divulge in nici o imprejurare. Obligatia pastrarii confidentialitatii exista in sarcina Prestatorului pentru o perioada nedeterminata de la data incheierii contractului. Divulgarea fara drept a datelor, documentelor sau informatiilor despre Beneficiar si partenerilor acestuia atrage raspunderea Prestatorului pentru prejudiciul creat Beneficiarului.
- Să semneze Actul de Prestare a Serviciilor si factura fiscala si sa le prezinte Beneficiarului la finisarea Programului de training Profesional

4.2. Beneficiarul se obliga:

- Sa puna la dispozitia Prestatorului documentele necesare pentru buna desfasurare a proiectului si sa desemneze in timp util participantii la instruire;
- Sa achite prin ordin de plata in contul Prestatorului sumele stabilite, precizate la Capitolul III din prezentul contract;

Beneficiarul se obliga sa respecte confidentialitatea asupra datelor, ideilor si solutiilor identificate pe parcursul programului de instruire. Aceste informatii, date, idei si solutii vor ramine proprietatea intelectuala a partii care le detine la momentul semnarii contractului, folosirea si stocarea lor vor fi protejate de partea care le primeste impotriva divulgarii, furtului sau pierderii, nu vor fi folosite in alte scopuri decit cele carora le sunt destinate prin prezentul contract si pe durata acestuia.

3.1. For rendered services the **Beneficiary** will pay to the **Provider** the sum equal to **69 961 MDL, VAT incl.** The total sum of the Contract includes "Media Show Grup" Company honorarium, assurance of all media equipment necessary for the training organization, uniforms and meals during the event.

The Beneficiary will pay 100% of the above-mentioned amount within 15 banking days from date of signing the Act of Rendered Services and tax bill.

IV. THE OBLIGATIONS OF THE PARTIES

4.1. The Provider commits itself to:

- Follow the training's topic, program and content mutually agreed upon;
- Work out all the documentation required for the good accomplishment of the training sessions, which make the object of the present contract; the documentation will be handed in to the Beneficiary in an adequate layout (technical support, applications);
- Keep confidential any data, documents or information in relation with the Beneficiary or his partners, that will come to his knowledge during the fulfillment of the contract; the provider does not have any right to disclose this kind of information under any circumstances for an undetermined period of time. In case the Provider breaks this obligation, he will have to assume responsibility for the prejudice caused to the Beneficiary.
- To sign the Act of Rendered Services and the tax invoice and to provide the the Beneficiary with them at the final of the Professional Training program

4.2. The Beneficiary commits itself to:

- provide the Provider with the documents required for the good accomplishment of the training sessions and nominate in due time the participants in the training program;
- pay by payment order into the Provider's bank account the amount agreed upon, mentioned in Chapter III of the present contract;

The Beneficiary commits itself to keep confidential the data, the ideas and the solutions identified during the training program. These ideas, and information will remain the intellectual property of the party that owns them at the moment when the contract is signed; their use and storage will be protected by the recipient party against disclosure, plagiarism or loss; this type of information will not be used for any other purposes than the ones mentioned in the

V. FORTA MAJORA

5.1. Forta majora sau cazul fortuit, convenit ca fiind acele elemente imprevizibile si de neinlaturat, petrecute dupa intrarea in vigoare a contractului, care impiedica partea sau partile sa-si indeplineasca obligatiile asumate prin contract, exonereaza de raspundere partea care o invoca, in conditiile legii.

Partea care invoca forta majora va notifica in scris cealalta parte cat mai curand posibil, dar nu mai tarziu de 3 zile, cu prezentarea documentului de la Camera de Industrie si Comert

Aparitia cazurilor de forta majora nu va reprezenta o scuza pentru neplata de catre Beneficiar a serviciilor deja efectuate de catre Prestator. Daca durata confirmata a existentei cazului de forta majora este mai mare de 15 zile, partile se vor reuni in mod obligatoriu pentru a decide conditiile continuarii contractului sau rezilierea acestuia. Daca dureaza mai mult de 1 (una) luna, Prestatorul se obliga sa restituie avansul primit.

VI. LITIGII

6.1. Partile au incheiat prezentul contract cu buna credinta, prin aceasta intelegandu-se ca ambele parti isi vor duce la bun sfarsit obligatiile contractuale si vor incerca sa rezolve diferendele privitoare la acest contract.

Orice litigii decurgand din sau in legatura cu acest contract, inclusiv referitor la validitatea, interpretarea, executarea ori desfiintarea lui, se va solutiona pe cale amiabila intre parti.

Orice posibile neantelegeri care nu pot fi solutionate pe cale amiabila, vor fi supuse spre solutionare instantelor judecatoresti competente din Republica Moldova.

VII. ALTE CLAUZE

7.1. Modificarea clauzelor contractuale se poate face numai cu acordul ambelor parti. Acest contract reprezinta intelegerea dintre cele doua parti.

Prezentul contract s-a incheiat in (2) doua exemplare, de valoare juridica egala.

PROVIDER

„Media Show Grup” S.R.L.,

Ivancova Irina
Director General

Signature (semnatura)



present contract during its validity.

V. FORCE MAJEURE

5.1. The case of force majeure (unpredictable circumstances beyond one's control that may happen after the contract has become effective and impede one or both parties from fulfilling the contractual obligations) exonerates from assuming responsibility under the terms of law the party that invokes it.

The party which appeals to force majeure will notify in writing the other party as soon as possible, but no later than 3 days, presenting the document issued by the Chamber of Commerce and Industry.

A case of force majeure does not represent an excuse for the Beneficiary for not paying the Provider for the already rendered services. If the case of force majeure lasts longer than 15 days, the parties will obligatorily meet in order to establish the terms for continuing or canceling the contract. If it gets longer than 1(one) month, the Provider is obliged to return the received pre-payment.

VI. LITIGATIONS

6.1. The parties signed the present contract well-intentioned, meaning that both sides will carry out their contractual obligations and will try to resolve any disagreements in relation to this contract.

Any litigations deriving from this contract or in connection with it, its validity, interpretation, execution or cancellation will be solved on friendly terms between the two parties.

Any possible misunderstandings that cannot be solved on friendly terms will be judged by competent judicial instances from Republic Moldova.

VII. OTHER CLAUSES

7.1. Any amendment to the contractual clauses can be done with the agreement of both sides only. This contract represents the agreement between the two parties.

The present contract was signed in 2 (two) copies of equal juridical value.

BENEFICIARY

I.M. "Efes Vitanta Moldova Brewery" SA

Kamilhan Yazici
General Manager

Signature (semnatura)

