



Paid Services Agreement (The Offer)

Saint Petersburg

12.12.2017

Selectel Co.Ltd (Primary State Registration Number 1089847357126), hereinafter referred to as the "Customer", represented by Chief Executive Officer Alimov Pavel Sergeevich, acting on the basis of the Charter, by this public offer proposes to conclude the paid services agreement. Accepting this Offer, You, the Developer, hereinafter referred to as the "Executor", unconditionally accept the Terms of the Agreement and conclude it in order and extent, set forth in the Agreement. The Customer and the Executor, jointly referred to as the "Parties", separately the "Party", have concluded the present Agreement (hereinafter – the "Agreement") as follows:

1. General provisions

1.1. Under the Agreement the Executor is the Developer of Applications, that Developer creates and allocates at vk.com (<http://vk.com>) in order to attract users of V Kontakte social network.

1.2. Under the Agreement by the Customer's request the Executor shall render the following services:

- attracting users of vk.com website (<http://vk.com>)

1.3. The Customer shall pay the Services, set forth in par. 1.1. and 1.2 of the Agreement.

1.4. Registration or the first authorization in Selectel Application (<http://vk.com/app1682226>) is deemed to be the unconditional accept of the Offer. Accepting the Offer, the Executor admits the maintenance of the written form of the contract.

2. Obligations of the Parties

2.1. The Executor shall:

2.1.1. Render the services, set forth in par. 1.1. and 1.2 of the Agreement, personally using his own resources.

2.1.2. Execute the directions of the Customer, concerning the order of rendering the Services.

2.1.3. Within 5 (five) business days notify the Customer in writing about all changes that can influence the performance of the Agreement by the Parties, including: change of name, legal address, location, mailing address, banking details.

2.2. The Customer shall:

2.2.1. Provide the Executor by written request with all materials and documents needed for rendering the Services under the Agreement.

2.2.2. Pay the Executor's services according to par. 3 of the Agreement.

2.2.3. Assist the Executor in rendering the Services under the Agreement.

2.3. The Customer is entitled to request from the Executor in writing and electronic form information, needed for proper performance of obligations under the Agreement.

2.4. The Customer is entitled to render communication services to the Executor and conclude with him separate agreements.

3. Settlement procedure

3.1. On the Executor's request (in case of rendering services in billing month) the Customer pays remuneration to the Executor by means of contra deal for communication services that are rendered by the Customer and ordered by the Executor.

3.2. The date of paying the remuneration is deemed to be the date of enrollment of V Kontakte votes to the special account of the Executor for the further provision of the Services by the Customer.

3.3. The remuneration rate is 3 (three rubles) 54 kopecks for 1 (one) vote, including VAT (18%) - 54 kopecks. Votes are enrolled according to the number of attracted users.

3.4. The Customer shall not compensate the Executor the costs, held by him due to the performance of the obligations set by the Agreement.

3.5. Telecommunication services are rendered according to the rates, published on the Customer's official website <http://selectel.ru/>.

3.6. Unused V Kontakte votes shall not be compensated or returned, and can not be transferred to the Executor's bank account or e-wallet in money equivalent.

4. Confidentiality

4.1. The fact of concluding the Agreement shall not be deemed by the Parties as confidential information.

4.2. The parties hereto undertake not to disclose information about the Terms of the Agreement, and other information, got by the Parties during performance of the Agreement, and which has potential commercial value for the Parties due to the fact it is unknown by the third parties.

4.3. Disclosure of confidential information on legal request of law enforcement or other public authorities and officials in cases and order, provided by applicable law, shall not be deemed as a breach of confidentiality.

4.4. Present obligations shall be performed by the Parties within the term of Agreement and within 1(one) year after termination of the Agreement, unless otherwise agreed by the Parties.

5. Term and Termination

5.1. This Agreement is entered into on the date of Accept of the Offer and remains in effect until termination by any of the Parties.

5.2. The Party, willing to terminate the Agreement, shall provide written notice at least 10 (ten) calendar days prior the supposed termination date. The notice shall be send by any convenient way, confirming the fact of despatch.

6. Miscellaneous

6.1. Everything, not stipulated by the Agreement, shall be governed by the applicable Russian law.

6.2. In case any changes are made in the Contract, the Executor shall notify the Customer by e-mail (e-mail addresses are specified in the Customer's profile control panel) and/or via ticket system not later than 15 (fifteen) calendar days prior to the date when these changes become effective. In case the Customer disagrees with the changes, he can unilaterally refuse from the services by means of sending a notification about his will to terminate the Contract within 10 (ten) calendar days as from the moment of receiving the notification. In this case, the Contract shall terminate from the moment when the changes become effective. When the Executor receives an official notification after entering the changes into force, the Contract shall terminate as from the moment of receiving such notification. The Services commanded by the Customer from the moment of coming the changes into force till the moment of receiving notification shall be rendered considering the changes made.

In case the Executor does not receive the Customer's written (faxed) refusal to continue working under new conditions within 10 (ten) calendar days as from the moment of receiving the Customer's notification, the Customer is deemed to have agreed with the changes made.

6.3. The Agreement is made in two copies, one for each Party.

7. Details

The Customer:

Name	"Selectel" Co. Ltd.
TIN(INN)/TC (KPP)	7842393933/ 781001001
Legal address	Tsvetochnaya st., 21, St. Petersburg,
Delivery address	Tsvetochnaya st., 21, St. Petersburg,
Mailing address	196006, St. Petersburg, PO Box 56
Settlement account	40702810603000014048
Bank name	Raiffeisenbank AO, Branch "Northern Capital", St. Petersburg
SWIFT CODE	RZBMRUMM
Phone numbers:	(812) 677-80-36
Fax:	(812) 677-80-86
Official site	http://www.selectel.ru
Control panel address	https://my.selectel.ru