

TERMS AND CONDITIONS

1. General

These terms and conditions (“Terms and Conditions”) shall be the complete and exclusive terms and conditions with respect to the subject matter hereof applicable to any agreement (“Agreement”) between Swiss Center Samara Sàrl, a Swiss corporation (“SCS”) and any customer (“Customer”) with respect to the sale of any good or service (“Products”) by SCS to the Customer. SCS shall not be bound by any other terms or conditions unless expressly agreed to in writing by SCS. The sending of a duly signed order form by the Customer to SCS shall constitute Customer acceptance of these Terms and Conditions. Any different or additional terms or conditions in any request for quotation, order, proposal, acknowledgement form, or any other document of Customer are hereby deemed material alterations and are null and void and superseded by these Terms and Conditions. Terms and conditions contained in the Customer order or related documents which are different from, in addition to or vary the terms and conditions stated herein, are expressly rejected by SCS and not binding upon it. SCS shall have the right to revise these Terms and Conditions from time to time; provided, however, that such revised Terms and Conditions shall apply only to sales occurring after the date thereof

2. Scope

These Terms and Conditions are applicable to all offers made by SCS and orders received, as well as in all contractual relationships between SCS and a Customer. They form an integral part of the offers addressed to the Customers. Any derogation from these Terms and Conditions is valid only if it is confirmed in writing by SCS.

3. Validity of the offers and agreement

Our offers are not binding. An agreement is therefore considered concluded only when the order placed by the Customer, either through the paper order form or the online order form, is confirmed in writing by SCS. In the case SCS has not confirmed the order placed by the Customer within 30 days from the date SCS has received the order, the Customer is no more bound by his order.

4. Prices and Terms of Payment

Unless otherwise agreed to in writing, the applicable prices are the prices mentioned in the offer and indicated on SCS website (www.swisscentersamara.com). The prices mentioned in the offer and indicated on SCS website are prices excluding tax. In the case VAT is applicable, VAT is added to the price mentioned in the offer and indicated on SCS website and is borne by the Customer.

Regarding standard Products, namely reports and general analytical contents showcased on the website in the Russian Market Intelligence Platform, the delivery of the Products to the Customer is only carried out by SCS after full payment has been made by the Customer to SCS.

Regarding personalized Products for each Customer (personalized market study, individual business trip), the payment of the price by the Customer to SCS is made as follows: 50% of the price is paid at the time when the order is placed; 50% of the price is invoiced after work is completed and payable according to 10 days payment terms.

5. Delivery and date of publication

In relation with his “Russian Market Intelligence Platform”, and more particularly regarding the formula “Full access” and the formula “Discovery”, SCS commits to produce the number of reports, researches, overviews and profiles mentioned in the offers of subscription to the Russian Market Intelligence Platform.

The delivery of the Product by SCS takes place by email once the confirmation of the Customer payment is obtained by SCS.

SCS indicates on his website the studies in progress and the approximate date of publication of those studies. However, all publication dates stated by SCS are approximate dates only, estimated in good faith commensurate with foreseeable scheduling. Time shall not be deemed to be of the essence in making delivery under Customer order unless specifically agreed in writing by SCS. Approximative dates indicated are not legally binding for SCS.

6. Non-transferable right

The Customer has a non-exclusive and non-transferable right to the Products, the reports, analysis, research, opinions, information, data, statistics, graphics, images and other material that is produced by SCS ('Content') solely for the Customer own use.

The Customer is not authorized to sell the Products including the reports to any third party without the prior written consent of SCS. Each breach of this obligation by the Customer will be sanctioned by the payment of a CHF 10'000.- amount as a penalty clause. The payment does not relieve the Customer of any additional claim by SCS as damages against him.

The employees of the Customer have an unlimited right to use the Product sold to the Customer for internal use of the Customer only. Reproduction of the Products by the Customer is not authorized (see art. 7 hereunder).

7. Intellectual property rights

All intellectual property rights in relation to SCS reports, website, Products and the Content including, without limit, copyright, rights in relation to inventions, database rights, rights in designs, trade mark rights and goodwill in relation to SCS business or Products names, rights in relation to domain names, rights in relation to trade secrets or know-how and other intellectual property rights arising anywhere in the world now or in the future (and whether registered or unregistered) ('IP Rights') belong to SCS and/or SCS licensors, as the case may be. The Customer has no title or right in relation to any reports, Products or Content and the copying, distribution, licensing, publication, broadcast, modification, adaptation or creation of derivative works from or any exploitation of such reports, Products or Content or the framing of or providing links to the reports, Products and Content without SCS express written consent is as indicated under section 6 hereabove strictly prohibited.

8. Limitation of liability

The Customer accept and agree:

While the Content appearing on SCS reports, website or Products is provided in good faith, it is only provided for general information and is not intended to constitute (or be a substitute for) professional guidance or specific advice, nor shall any views or opinions expressed in any SCS material or website bind SCS in any way. The Customer acknowledges that there may be omissions or errors in reports, website, Products or Content and such reports, Products or Content in particular may sometimes become out of date.

Reliance on reports, website, Products or Content is solely at Customer own risk. Customer takes full responsibility for how it chooses to use reports, website, Products or Content or interprets the reports, website, Products or Content and SCS cannot be liable for any decision (strategic, operational or otherwise) made on the basis of Customer using the reports, website, Products or Content.

SCS cannot guarantee that reports, website, Products or Content will be available on a completely uninterrupted, error free basis and on occasion, SCS may have to carry out update or make changes to reports, website, Products or Content as SCS deems appropriate, without liability.

Where SCS refers to any third party or its materials, products or services, except to the extent that SCS expressly states otherwise, such references or links are not intended to be treated as a recommendation or endorsement in respect of that third party.

Without prejudice to the above and to the fullest extent permitted by applicable law:

SCS excludes liability (on SCS own behalf and on behalf of SCS partners, advisors, staff and representatives) for any (i) indirect, incidental, special, exemplary or consequential loss or damage; or (ii) any loss of profits, revenue, anticipated savings, opportunities, contracts, data or economic loss (whether direct or indirect), howsoever arising, out of or in connection with Customer use of SCS reports, website, Products or Content.

SCS hereby disclaims all representations, warranties, terms and conditions (whether expressed or implied otherwise) in relation to quality or fitness for particular purpose of the reports, website, Products or Content.

SCS, in no event and for no cause whatsoever, including any breach or default by SCS, shall have any monetary liability to the Customer in excess of the Agreement price or prices of the pertinent Products in question.

9. Indemnification

Customer agrees to indemnify, defend and hold SCS harmless from and against all judgments, decrees and costs (including attorneys' fees) resulting from Customer use of the website as well as Customer use of the reports, Products and Content delivered.

10. Damages for breach

Customer expressly agrees that where permitted by law, Customer shall be liable for all reasonable expenses and attorney's fees incurred by SCS in enforcing its rights and remedies against Customer resulting from Customer breach of this Agreement.

11. No right of set off

Under no circumstances shall Customer have the right to deduct or set off from the purchase price of the reports, Products and Content any damages, costs or expenses incurred by Customer as a result of any action on the part of SCS or otherwise.

12. Changes

SCS reserves the right to make changes or any modifications to its reports, website, Products and Content at any time.

13. Miscellaneous

Except as otherwise provided herein, Customer rights and obligations hereunder may not be assigned or delegated without the prior written consent of SCS. The invalidity of any part of these Terms and Conditions shall not affect the validity of the remaining provisions. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.

14. Governing law and jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with **Swiss substantive law** (excluding the conflict of law rules and excluding international treaties). The exclusive place of jurisdiction for any litigation related to these Terms and Conditions is **2000 Neuchâtel, Switzerland**.

These Terms and Conditions cancel all previous ones.

Neuchâtel, on 01/04/2018

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