

CONTRACT FOR LEGAL SERVICES

Contract xxxxxxxxxxxxxx

Tallinn, dd.mm.yyyy

1. PARTIES

This contract (hereinafter – "the Contract") is concluded between

1.1. **XXX LTD** (hereinafter – "the Customer")

and

1.2. **DIAMONT LAW OÜ**, registry code: 14031263, address: Harju maakond, Tallinn, Mustamäe linnaosa, Mäealuse tn 3a, 12618, e-mail: contact@diamont.ee (hereinafter – "the Service Provider")

2. BACKGROUND

2.1. Upon Customer's opinion the Service Provider has the necessary qualifications, experience, and abilities to provide services to the Customer.

2.2. The Service Provider is agreed for providing such services to the Customer on the terms and conditions set out in the Contract.

2.3. **IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (in the Contract individually also named "the Party" and collectively named "the Parties") agree as follows.

3. SERVICES PROVIDED

The Customer hereby agrees to engage the Service Provider to provide the Customer with services (hereinafter – "the Services") specified in this chapter of the Contract.

3.1. The Service Provider shall arrange the deal, upon which the Customer becomes the owner of 100% shares of private limited company established in Estonia (hereinafter – "the Company"). Price for this service is **20 000 euros**.

Service, specified in this clause shall be provided upon the following terms:

3.1.1. the Service Provider shall insure, that the Company notified the FIU about ownership change and other relevant circumstances 30 days in advance before the Company's shares' ownership rights transfer to the Customer;

3.1.2. the Service Provider shall provide a full legal assistance, in order to make the deal mentioned above remotely (without Customer's coming to Estonia). Such assistance may include inter alia acting on behalf of the Customer as an acquirer of the Company's shares;

3.1.3. the Company shall be free of any debts at the moment of acquiring relevant shares;

3.1.4. the Company shall have valid authorization for providing virtual currency service, which has the code "FVT" (new authorization granting code from 10.03.2020);

a) the Company's authorization may be temporary renounced, if it's necessary for avoiding non-compliance with object of inspection of authorization in the meaning of § 72 of Money Laundering and Terrorist Financing Prevention Act of Estonia;

3.1.5. 100% of the Company's shares shall be acquired by the Customer for a price of 200 euros.

3.1.6. this service shall be provided within **6 months** period which starts on the date of signing of the Contract.

3.2. The Service Provider shall provide to the Company a natural person (hereinafter – the Company's Board Member), who will act as the Company's management board member for a period from **dd.mm.2021 to dd.mm.2021 (period: 1 year)**. Price for this service is **15 000 euros**.

Service, specified in this clause shall be provided upon following terms:

3.2.1. the Company's Board Member shall be the resident of Estonia;

3.2.2. the Company's Board Member shall act in accordance with Commercial Code of Estonia;

3.2.3. the Company's Board Member shall not have any unexpired conviction for a criminal offence against the authority of the state, offence relating to money laundering or other willfully committed criminal offence;

3.2.4. the Company's Board Member shall have good business reputation;

3.2.5. the Service Provider shall ensure, that the Company's Board Member was not banned by court or other legal means from taking part in Board member activities or entrepreneurship.

3.2.6. the Company's Board Member must perform his obligations in economically feasible manner for the Company in accordance with legal and economic interests of the Company.

3.2.7. the Company's Board Member must perform his or her obligations for the Company in good faith and in accordance with his or her abilities.

3.2.8. the Company's Board Member working time shall not exceed **1 hour** per month. Working time includes all actions, which the Company's Board Member performs in the interests of the Company;

3.2.9. any other work of the Company's Board Member in favor of the Company, except amount of work specified in previous clause of the Contract, shall be paid by the Company separately to the Service Provider on the basis of the actually performed amount of work at the price of 180 euros per hour (including VAT);

3.2.10. the Company and its shareholders agree that the Company's Board Member may perform the duties of the management board member in other companies where activities may be similar to the activities of the Company. Participation of the Company's Board Member as a management board member in any other companies does not, in any case, violate the prohibition on competition term specified in § 185 of Commercial Code of Estonia.

3.2.11. The shareholders of the Company, the Company, other Board Members of the Company and employees of the Company must provide the Company's Board Member information and documents related to the activities of the Company. Such information and documents include the following:

- a) information on the Company's clients, including personal data of each client, collected in the course of compliance with the KYC principle and other requirements of the law;
- b) data on all transactions made by the Company;
- c) data on all contracts concluded between the Company and third parties;

- d) accounting records of the Company, including statements from the Company's bank accounts, income statements, balance sheets, and other similar documents;
 - e) any other documents related to the activities of the Company;
- 3.2.12. the Company is obligated to not endanger or impair in any way the business reputation of the Company's Board Member;
- 3.2.13. the Service Provider shall provide legal assistance to the Company for appointing the Company's Board Member in the Company's management board. Legal assistance, specified in this clause, includes:
- a) Estonian FIU's notification about changes in the Company's management board in 30 days before the changes enter into force (if it's obligatory by law);
 - b) the Service Provider's acting on behalf of the Company, its shareholder and its management board member when sending relevant application to the Estonian Commercial Register and to the Register of Economic Activities;
 - c) preparation of Company's shareholder's decision for making changes in the Company's management board;
 - d) preparation of relevant application to Register of Economic Activities;
 - e) communication with relevant public authorities when service providing;
- 3.2.14. the Company's Board Member shall be paid by the Service Provider for performing his or her duties;
- 3.2.15. this service shall be considered as provided from the moment when the Company's Board Member relevant data is entered into the Estonian Central Commercial Register;
- 3.2.16. this service shall be considered as provided until the moment, when the Company's Board Member's relevant data is deleted from the Estonian Central Commercial Register;
- 3.2.17. this service is provided on periodical basis until the Company doesn't notify the Service Provider about necessity of service providing termination;
- 3.2.18. the providing of this service shall be extended to the next period with the Customer's obligation to pay price for this service, if Customer doesn't notify the Service Provider about necessity of service providing termination 1 month before the end of period when this service was provided;
- 3.2.19. the Service Provider has a right to change the Company's Board Member, which has been provided, during the rendering of this service. Such Company's Board Member change shall not be considered as a violation of providing this service and the Customer and the Company don't have a right to claim damages from the Service Provider, which may occur as a result of the Company's Board Member change.
- 3.3. The Service Provider shall provide to the Company a natural person (hereinafter – the Compliance Officer), who will act as the Company's compliance officer in the meaning of Money Laundering and Terrorist Financing Prevention Act of Estonia for a period from **dd.mm.2021 to dd.mm.2021 (period: 1 year)**. Price for this service is **15 000 euros**. Service, specified in this clause shall be provided upon following terms:
- 3.3.1. the Compliance Officer shall be resident of Estonia;
 - 3.3.2. the Compliance Officer shall work permanently in Estonia;
 - 3.3.3. the Compliance Officer's shall be the Company's employee, excluding cases, when the Compliance officer's duties are performed by the Company's Board Member;

- 3.3.4. the Compliance Officer shall not have any unexpired conviction for a criminal offence against the authority of the state, offence relating to money laundering or other willfully committed criminal offence;
- 3.3.5. the Compliance Officer shall have the education, professional suitability, abilities, personal qualities, experience and impeccable reputation required for performance of the duties of a compliance officer;
- 3.3.6. the Compliance Officer must perform his or her obligations for the Company in good faith and in accordance with his abilities.
- 3.3.7. the Compliance Officer's working time shall not exceed **1 hour** per month. Working time includes all actions, which the Compliance Officer performs in the interests of the Company;
- 3.3.8. any other work of the Compliance Officer in favor of the Company, except amount of work specified in previous clause of the Contract, shall be paid by the Company separately to the Service Provider on the basis of the actually performed amount of work at the price of 180 € per hour (including VAT);
- 3.3.9. the shareholders of the Company, the Company, Board Members of the Company and employees of the Company must provide the Compliance Officer information and documents related to the activities of the Company, which are required for performing the Compliance Officer's duties;
- 3.3.10. the Company and its shareholders agree that the Compliance Officer may perform the duties of the compliance officer in other companies where activities may be similar to the activities of the Company.
- 3.3.11. the Company is obligated to not endanger or impair in any way the business reputation of the Compliance Officer;
- 3.3.12. The Service Provider shall provide legal assistance to the Company for appointing the Compliance Officer to the Company. Legal assistance, mentioned in this clause, includes:
 - a) Estonian FIU's notification about changes in the Company in 30 days before the changes enter into force (if it's obligatory by law);
 - b) the Service Provider's acting on behalf of the Company and their management board member when sending relevant application to the Register of Economic Activities;
 - c) preparation of relevant application to Register of Economic Activities;
 - d) communication with relevant public authorities when service providing;
- 3.3.13. Service Provider shall pay the Compliance Officer for performing his or her duties;
- 3.3.14. this service shall be considered as provided from the moment when the Compliance Officer relevant data is entered into the Register of Economic Activities;
- 3.3.15. this service shall be considered as provided until moment, when the Compliance Officer's relevant data is deleted from the Register of Economic Activities;
- 3.3.16. this service is provided on periodical basis until the Company doesn't notify the Service Provider about necessity of service providing termination;
- 3.3.17. the providing of this service shall be extended to the next period with the Customer's obligation to pay price for this service, if Customer doesn't notify the Service Provider about necessity of service providing termination 1 month before the end of period when this service was provided;

- 3.3.18. the Service Provider has a right to change the Compliance Officer, which has been provided, during the rendering of this service. Such Compliance Officer change shall not be considered as a violation of providing this service and the Customer and the Company don't have a right to claim damages from the Service Provider, which may occur as a result of the Compliance Officer change.

4. REMUNERATION

- 4.1. The Customer shall pay to the Service Provider all the prices for the Services, specified in the 3rd chapter of the Contract (hereinafter – "the Remuneration").
- 4.2. The Remuneration shall be paid to the Service Provider 7 days before the start of providing relevant Service.
- 4.3. All invoices for the Services which were already provided (e. g. the Company's Board Member's or the Compliance Officer's work, which exceed amount specified in relevant clauses of the Contract) shall be paid within 7 days after sending the invoice to the Customer's email, specified in the Contract.
- 4.4. The Remuneration may be paid by the Company. Payments from the Company to the Service Provider shall be considered as the Remuneration paid by the Customer, unless otherwise specified explicitly upon the Contract.
- 4.5. The Remuneration payment and other payments according to the Contract shall be made by transferring money to the bank account of the Service Provider. Upon the agreement of the Parties, the Remuneration and other payments according to the Contract, may be paid by the other way.
- 4.6. The day of the Remuneration payment and other payments is the date when the money were delivered to the bank account of the Service Provider, unless otherwise agreed by the Parties.
- 4.7. All the costs connected to the payment to the Service Provider according to the Contract shall be paid by the payee.
- 4.8. The Remuneration and other prices in the Contract are specified without excluding VAT, unless otherwise specified explicitly upon the Contract. VAT may be added to the relevant price, specified in the Contract, if it's obligatory by law. The Customer agrees to pay the Remuneration and other prices specified in the Contract with VAT (if it must be added).

5. RIGHT AND OBLIGATIONS OF THE PARTIES

- 5.1. The Customer and the Company shall provide the Service Provider all the necessary documentation and information required to perform the Services, as requested by the Service Provider.
- 5.2. If the provision of the Services is completely or partially impossible to perform due to the inconsistency of the information or documentation provided by the Customer or the Company with the requirements of the legislation or administrative bodies of the Republic of Estonia, the Customer and the Company undertake to bring the information or the documentation in the proper form at their own expense. Delays in the provision of the Services due to the circumstances described in this clause cannot be considered as a violation of the Contract by the Service Provider.
- 5.3. The Service Provider is obliged to perform the Services with high quality and in full, in accordance with the Contract and in accordance with the instructions of the Customer.

- 5.3.1. If, in the Service Provider's opinion, the Customer's instructions damage or may damage the quality or alter the dates of the Services providing, the Customer shall make reasonable objections in format which can be reproduced in writing, to the Customer where Service provider explain why or how Customer's instructions may cause or already causing damage.
- 5.3.2. In case the Customer dismisses the Service Provider's objections, the Service Provider shall continue the Services providing as directed by the Customer, whereby the Customer is fully liable for the consequences caused by instructions given to the Service Provider.
- 5.4. The Service Provider has the right not to start the Services rendering, and to suspend the Services rendering which has been started, in the cases when the Customer or the Company violate obligations specified in the Contract.
- 5.5. By the request of the Service Provider, the Customer and the Company shall submit documents and information that are necessary to perform Service Provider's due diligence obligations pursuant to current legislation.
- 5.6. The Parties and the Company are obliged to exercise other rights and obligations provided upon the applicable legislation in good faith.

Documents' translation, notary, and state fees

- 5.7. When providing any of the Services, the Service Provider shall arrange the translation of all needed documents to Estonian, if it's necessary by law for providing the Services. In this case, costs for such translations shall be paid by the Customer to the Service Provider in advance of 7 days;
- 5.8. The Customer shall pay in advance to the Service Provider all the required notary and state fees, which shall be paid for providing the Services. The Customer has a right to pay fees directly to the relevant subjects.

Confidentiality and non-solicitation obligation

- 5.9. The Parties have agreed to not disclose or transmit confidential information to any third party, and not to carry out actions (or inaction), the result of which can be disclosure or transfer of confidential information to the third parties. Confidential information may be disclosed only to the employees of one of the Parties or to the other persons who are directly related to the Services providing.
- 5.10. Confidential information means any information or data with actual or potential commercial value by virtue of its being unknown to the third parties where is no free access to the information on legal grounds and the information holder shall take measures to protect its confidentiality.
- 5.11. Confidential information does not include such information which as of the date of the Contract is publicly available, namely when:
 - 5.11.1. the disclosure of the Party fails to take measures to protect its confidentiality;
 - 5.11.2. there is access to the information due to the requirements of the existing regulatory and legal statements;
 - 5.11.3. the information is publicly known as a result of actions and decisions of the disclosing Party itself.
 - 5.11.4. Confidential information shall be disclosed in accordance with the applicable law or upon presentation of the legal requirements by the state or other competent

authorities only in the scope of received request and with the notification of the disclosing Party, if this Party is allowed to make such disclosure.

- 5.12. The Parties have agreed that the Customer and the Company will not, directly or indirectly:
 - 5.12.1. seek or ask any employee or consultant of the Service Provider to terminate the employment, civil or any other relationship with the Service Provider;
 - 5.12.2. seek or ask any employee or consultant of the Service Provider to enter into labor, civil or any other relationship with any individual or legal person who performs work or provides services which compete with the interests of the Service Provider;
 - 5.12.3. seek or ask any individual or legal person who performs work or provides services that compete with interest of the Service Provider to enter into labor, civil or any other relationship with any employee or consultant of the Service Provider;
 - 5.12.4. initiate or attempt to cause any individual or legal person (including an employee, contractor or business partner of the Service Provider) the decision to terminate or breach of any written or oral agreements or arrangements with the Service Provider.

Transfer of the rights and obligations depending on the Contract

- 5.13. The Customer has a right to transfer rights and obligations specified in the Contract to the Company with prior consent of the service Provider.
 - 5.13.1. In case of right transfer specified in clause 5.13, the Customer remains as the solidary obligor for all obligations of the Company and the Customer, specified in the Contract.
 - 5.13.2. In case of right transfer specified in clause 5.13, the Contract's terms shall be applied *mutatis mutandis* to the Company as the Contract's party.

6. LIABILITY OF THE PARTIES

- 6.1. The Customer and the Company are responsible for the credibility of provided by them information, which is necessary for the performance of the Contract, and for the timeliness of its provision.
- 6.2. In case of violation obligations specified in the clause 5.12 of the Contract, the Service Provider shall be entitled to recover from the Customer a penalty (fine) in the amount of 100 000 euros for each case of violation. In addition to the payment of a penalty, the Customer undertakes to fully compensate to the Service Provider its losses caused by such violations, including lost profits. Damages are fully payable by the Customer to the Service Provider above the penalty (fine). In case of violation obligations specified in the clause 5.12 of the Contract as a result of which the Service Provider will suffer losses in the form of payment of penalties to the counterparty of the Service Provider, the amount of damages to be compensated by the Customer to the Service Provider will include along with other losses the full amount of such penalties, as well as expenditures incurred by the Service Provider in connection with the payment / recovery of such penalties, including bank fees and court costs (state fees, attorney fees, the cost of the services of experts, specialists and interpreters, etc.). Penalty (fine) and losses mentioned in this clause of the Contract shall be paid by the Customer within 30 days from the date of submission of Service Provider requirements of its payment, unless otherwise term is not specified by the Service Provider in such demand.
- 6.3. The Service Provider shall not be liable for:

- 6.3.1. any action as a direct or indirect result of actions of the Customer or the Company;
- 6.3.2. any of the Customer's or the Company's damages, regardless of whether the Service Provider could predict such damages or not;
- 6.4. The Service Provider's liability for violation of obligations under the Contract is limited to the Remuneration and cannot be increased for any reason.
- 6.5. In case of violation the Customer's or the Company's obligations specified in the Contract, the Service Provider has a right to claim penalty from the Customer in the whole amount of the Remuneration. Such penalty payment doesn't exclude the Service Provider's right to claim any other damages, caused by violation of the Customer's or the Company's obligations specified in the Contract.
- 6.6. In case of termination the Contract by the Customer without prior violation obligations specified in the Contract by the Service Provider, the Service Provider has a right to claim penalty from the Customer in the whole amount of the Remuneration.
- 6.7. In case of violation payment obligations, specified in the 4th chapter of the Contract, by the Customer the Customer shall pay to the Service Provider a contractual penalty in the amount of 3 % of the unpaid amount and then a penalty in the amount of 1 % of the unpaid amount for each day of delay in payment. The payment of penalties don't release the Customer from its obligations specified in the Contract.
- 6.8. In the event that the Customer fails to fulfill the obligation to pay the first payment under the Contract on time, the Service Provider has the right to terminate the Contract and recover from the Customer a penalty in the amount of 1000 euros, which includes the Service Provider's administrative costs for the period of pre-contractual negotiations with the Customer.
- 6.9. The Customer and the Company are solely and fully liable for compliance with laws. The Customer and the Company are solely and fully liable for any damages, which may be caused by the Contract's early termination resulted from violation of the obligations specified in the Contract by the Customer or the Company.

7. TERMINATION OF THE CONTRACT

- 7.1. This Contract shall come into force from the moment of its signature and is shall stay in force for an indefinite period. The obligations specified in the clauses 5.9-5.12 of the Contract, as well as the provisions of the Contract on liability for their violation, are valid throughout the entire term of the Contract and 5 years after its termination.
- 7.2. The Contract may be terminated by any Party at any time by notifying the other Party in format which can be reproduced in writing. The Services that were rendered before termination of the Contract should be paid in the relevant amount.
- 7.3. In case of violation term of the Services by the Customer or by the Company, the Service Provider has a right to terminate this Contract and to stop the Services provision with prior notification of the Customer of 7 days.
- 7.4. If the Customer delays payment for the Services for more than 14 calendar days, the Service Provider may refuse to provide the Services and may terminate the Contract in an emergency order, notifying the Customer in format which can be reproduced in writing, at least 3 calendar days before termination.

8. FINAL PROVISIONS

- 8.1. Upon signing the Contract the Customer gives the Service Provider consent to process the personal data in such a volume as it is necessary for the performance of the Contract and the provision of the services specified in the Contract.
- 8.2. According to the volume of the Services, if it is necessary, communication can be carried out in the form of meetings in the Service Provider's premises, as well as in writing by e-mail or using other electronic communication channels. The Customer agrees to use email for communication. The Customer is aware of the risks deriving from electronic communication: messages may be lost, confidential and personal information may be intentionally or unintentionally modified, stolen or disclosed to the third parties.
- 8.3. Parties of this Contract reaffirm that the terms specified in this Contract were read and understood by them.
- 8.4. The Contract itself and its annexes are deemed to be concluded, including if the Service Provider has sent the Customer the Contract or its annex in a format which can be reproduced in writing and the Customer has agreed to conclude the Contract or its annex in a format which can be reproduced in writing. A format which can be reproduced in writing means, inter alia, the exchange of messages through electronic communication channels, including messengers, e-mail and recorded oral negotiations between representatives of the Parties.
- 8.5. If any provision or part of a provision of the Contract is declared invalid by a court or body of competent jurisdiction or such that cannot be enforced, such provision or part of the provision is considered removed from the Contract, and the remaining provisions remain in full force and effect.
- 8.6. The Contract is drawn up in two originals in English language, each having equal legal force, one for each party.
- 8.7. The legislation applicable to the Contract is the legislation of the Republic of Estonia.
- 8.8. In case of arising disputes under the present Contract parties shall resolve them by way of negotiations and if they fail to come to solutions through the **Harju County Court in Tallinn**.

The Service provider:

Company's name: DIAMONT LAW OÜ;

Commercial registry code: 16060501

Mailing address: Harju maakond, Tallinn, Mustamäe linnaosa, Mäealuse tn 3a, 12618

Address: Harju maakond, Tallinn, Mustamäe linnaosa, Mäealuse tn 3a, 12618

E-mail: contact@diamont.ee;

Signature:

The Customer:

Company's name: XXX;

Commercial registry code: XXX

Mailing address: XXX

E-mail: XXX;

Signature:

the Customer's representative

XXX

the Service Provider's representative

Ivan Abramov