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Site: www.flarus.ru Tel: +7 495 504-71-35 e-mail: info@flarus.ru

Translation Services Contract №

2 september 2015

1. Subject of the Agreement

1.1.
The Contractor undertakes to render the Customer translation services, including written translation of the Customer's documentation into Russian and foreign languages according to pricing schedule stipulated in Addendum 1 to this Agreement.

2. Service Rendering and Settlements Procedure between the Parties

- The Customer shall give the Contractor documentation to be translated and issue a translation service task (hereinafter referred to as the Order). The Order shall include information on the language into which translation is made. The Customer has the right to stipulate requirements to translated document formatting in the Order. Otherwise, translation is formatted by means of MS Word 2003.
- After the Order is received, the Contractor shall make calculations of the Order: volume in standard pages, execution terms in business days and cost. 1 (one) standard page consists of 1,800 symbols with blanks of the source text. Business days are all consecutive days excluding days-off (Saturday, Sunday) and official RF holidays. Minimum Order volume is 1 (one) standard page. Calculations are rounded up to 1 (one) symbol after the comma.
- 2.3
 Data on each Order are documented in corresponding Addenda to this Agreement which form an integral part hereof.
- 2.4
 The Customer has the right to change content and volume of the Order at any time.
 In case the Order cost is decreased, only services already rendered shall be paid for.
- The Contractor shall start execution of the Order immediately after confirmation of the Order and payment of the bill issued by the Contractor to the Customer for the amount equal to the Order cost.
- The Order shall be deemed confirmed upon signature of the Addendum corresponding to the Order by the Parties. Addendum Form is included to the Addendum 2 to this Agreement.
- 2.7
 Payment obligation shall be deemed fulfilled after cash inflow to the current account of the Contractor. According to the RF Tax Code, part 2, chapter 26.2, Contractor's services are not liable for VAT.



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2.8

The Customer has the right to make an advance payment (hereinafter referred to as the Deposit) on the ground of the bill issued by the Contractor. In this case the Contractor is obliged to start execution of the Order immediately upon confirmation of the Order. In addition, the Deposit amount is decreased by the cost of the Order. Services are rendered until money funds are completely disbursed. The Deposit may be returned upon written request of the Customer within 3 (three) consecutive days upon receipt of the signed request from the Customer.

2.9

The Contractor undertakes to provide the Customer with translated documentation in electronic format by e-mail, which is specified in the Order.

2.10

Translated documentation must comply with terminology according to the terminological glossary in case the Customer has given his Glossary before the translation starts.

2.11

The Order shall be deemed executed upon signature of Service Acceptance Act by both Parties.

3. Complaints as to Quality

3.1.

If the Contractor violates conditions of the Agreement while rendering services, which worsens service quality, in case of well-grounded claims of the Customer the Contractor shall eliminate all defects specified by the Customer within 3 (three) business days upon their receipt from the Customer.

3.2.

The Contractor does not accept complaints as to quality and remarks relating translated documentation if they are not presented in electronic format, concern stylistics of the translation or mistakes in the source documentation.

4. Liabilities of the Parties

4.1.

The Parties shall respond in the order stipulated by the law of the Russian Federation.

4.2.

The Parties are relieved of responsibility for non-fulfillment (improper fulfillment) of their obligations hereunder due to circumstances of insuperable force.

4.3.

The Party which can not perform its obligations hereunder in the proper way due to circumstances of insuperable force shall immediately (within three consecutive days) notify the other Party. In case of untimely notification of intervention of circumstances of insuperable force the Party which does not fulfil its obligations in



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the proper manner is deprived of the right to refer to the corresponding circumstances.

4.4.
A penalty for a breach of the undertaking by any of the Parties cannot exceed cost of services with reference to this Agreement.

5. Duration of the Agreement

- 5.1.
 The Agreement shall be deemed termless and comes into force from the date of it being signed by authorized representatives of both Parties.
- This Agreement may be cancelled by any Party after the Parties fulfil their obligations hereunder as well as in cases and in the procedure stipulated by the law of the Russian Federation.

6. Confidentiality

The Parties admit that all documentation and information received by the Contractor from the Customer hereunder is confidential and shall not be disclosed.

7. Miscellaneous

- 7.1.
 All addenda, alternations and additions hereto shall be valid only in case they are executed in writing and signed by authorized representatives of the Parties.
- 7.2. Disputes concerning fulfillment of obligations hereunder which cannot be settled by means of negotiations shall be submitted to the Arbitration Court of Moscow in accordance with the established procedure.
- 7.3.
 This Agreement is drawn up in two copies having equal legal force, one cope per each Party.

8. Legal Addresses and Details of the Parties Заказчик / The Customer:

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