**Services Provision Agreement №\_\_\_\_\_**

**Kyiv «\_\_\_» \_\_\_\_\_\_\_\_\_\_\_ 2014**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the «Customer», represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on one part, and Limited Liability Company «NEWFOLK», hereinafter referred to as the «Executor», represented by the Director General Andrey A. Zakrevskiy, acting under the Statute, on the other part, together jointly referred to as «Parties», have entered into the following Agreement:

1. **SUBJECT OF THE AGREEMENT**
   1. The Customer orders and the Executor commits into rendering informational and consultation services by means of holding a conference concerning “THE PRACTICAL ISSUES OF HYDROLIC FRACTURING OF FORMATION” for the Customer’s employees, hereinafter referred to as the “Conference”
   2. Date of the Conference 25 September 2014.
   3. Place of the conference – Kyiv, Ukraine.
   4. Quantity of participants – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   5. Topic of the Conference: «THE PRACTICAL ISSUES OF HYDROLIC FRACTURING OF FORMATION»
2. **COMMITMENTS OF THE SIDES**
   1. The Executor is obligated to:
      1. Hold the Conference at the abovementioned place in a timely manner.
      2. Secure customer with the materials of the Conference.
      3. Draw officially Customer’s performance at the Conference.
      4. Execute other obligations, envisaged by current legislation.
      5. Inform the Customer in a timely manner about circumstances precluding rendering Services.
   2. The Customer is obligated to:

2.2.1. Sign the Transfer and Acceptance Protocol during the Conference or inform the Executor in a written form about the motives of refusal.

2.2.2. Pay the Executor his services in a way envisaged by the following agreement.

2.2.3. Execute other obligations, envisaged by current legislation.

1. **AGREEMENT COST AND TERMS OF PAYMENT**
   1. The cost of the services under this Agreement for one participant is \_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) UAH. (including VAT 20% - \_\_\_\_\_\_\_\_\_UAH.)
   2. Information materials for each participant of the Conference, coffee breaks and dinner are included to the Agreement Cost.
   3. Total cost of the services under this Agreement for \_\_\_\_\_\_\_ participants is \_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) UAH. (including VAT 20% - \_\_\_\_\_\_\_\_\_\_\_\_ UAH.)
   4. The Customer is to prepay total cost under this Agreement no later than ten days prior to the Conference.
2. **RESPONSIBILITY OF THE SIDES**
   1. The Parties are responsible for non-execution or improper execution of this Agreement under the current legislation.
   2. None of the Parties to this Agreement is responsible for its non-execution caused by conditions impossible to predict or evade and laying behind the will and wish of the Sides.
   3. Document, issued by appropriate competent body, is a sufficient affirmation of existence and continuance of impediment beyond control.
   4. The Party, failing to perform its commitments under the action of impediment beyond control is to immediately inform the other Party about the interference of impediment beyond control and its influence on the performance of the commitments under this Agreement.
3. **DISPUTE RESOLUTION**
   1. All disputed and disagreements between the Parties that may arise in the course of the performance of this Agreement shall be settled by negotiations between Parties.
   2. Should the disputes and disagreements be failed to be settledby negotiations the dispute is to be settled in accordance with current legislation of Ukraine.
   3. Provisions, falling out of the scope of the performance of this Agreement are regulated by the norms of current legislation of Ukraine.
4. **DURATION OF THE AGREEMENT**
   1. The present Agreement becomes effective when signed and continues effective until full execution of the Side’s commitments.
   2. The Parties have a right to denounce this Agreement before the expiry date notifying the other Party about motives for denunciation in a written form not less than ten days prior to the Conference.
   3. Should this Agreement be denounced upon the initiative of the Customer, The Executor is committed to pay the Customer back the Prepay which was obtained pursuant to the item 3.3. of this Agreement, having deducted the factual costs borne by the Executor before the denunciation of this Agreement.
   4. Should this Agreement be denounced upon the initiative of the Executor, the Executor is to fully pay the Customer back the Prepay which was obtained pursuant to the item 3.3. of this Agreement.
5. **MISCELLANEOUS PROVISIONS**
   1. This Agreement is concluded in two copies that are equally authentic for both Parties.
   2. Alterations and amendments to this Agreement are to be performed in written form and signed by both sides.
6. **ADDRESSES AND REQUISITE ELEMENTS OF THE SIDES**

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| **CUSTOMER:** | **EXECUTOR:** |
|  | NEWFOLK, LLC  03150, Ukraine, Kyiv oblast,  Kyiv, Predslavnynska st., 39, office 206  Bank name: ‘Raiffeisen Bank Aval’  Bank address: Kyiv, Ukraine  Account nymber 26006445418  MFO 380805  Tel.: +38(050)438-62-70  Director General  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Аndrey А. Zakrevskiy |

**Transfer and Acceptance Protocol**

**to the services rendered upon the Agreement № \_\_\_dated\_\_\_\_\_\_\_\_\_\_\_\_\_**

Kyiv «\_\_\_\_\_» \_\_\_\_\_\_\_\_\_\_\_ 2014

We, the representative of the Customer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on one Part and the representative of the Executor - Limited Liability Company «NEWFOLK» represented by the Director General Andrey A. Zakrevskiy, on the other Part, have executed this Protocol, implying that the following job has been committed (the following services have been rendered) by the Executor under account № \_\_\_\_\_\_\_\_\_\_ dated «\_\_\_» \_\_\_\_\_\_\_\_\_\_\_ 2014:

|  |  |
| --- | --- |
| - Participation in the Conference «THE PRACTICAL ISSUES OF HYDROLIC FRACTURING OF FORMATION»:  \_\_\_\_\_\_\_\_\_\_*Name of the participant*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ | - \_\_\_\_\_\_\_\_\_ UAH. (VAT excluded 20%) |

Total cost of the services with VAT excluded \_\_\_\_\_\_\_\_\_UAH. (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ UAH 00 cop.), VAT 20% - \_\_\_\_\_\_\_ UAH.

Total cost of the services with VAT included \_\_\_\_\_\_\_\_\_UAH. (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ UAH 00 cop.).

The Parties hereby declare no complainants to each other.

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| --- | --- |
| **CUSTOMER:** | **EXECUTOR:** |
|  | **LLC «NEWFOLK»**  03150, Ukraine, Kyiv oblast,  Kyiv, Predslavnynska st., 39, office 206  Bank name: ‘Raiffeisen Bank Aval’  Bank address: Kyiv, Ukraine  Account nymber 26006445418  MFO 380805  Tel.: +38(050)438-62-70  Director General  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Аndrey А. Zakrevskiy | |