

Accounting services contract

between

| | | | |
|------------------------|----------|---|--------|
| XXXXXX (Client) | | | |
| Address: | XXXXXXXX | | |
| Reg. number: | XXXXXX | Person entitled to sign on behalf of the Client | XXXXXX |

and

| | | |
|---|---------------------------------|--|
| LDI Accountants Ltd (Service provider) | | |
| Address: Narva mnt 13, 10151, Tallinn | Phone: +372 68 25 750 | E-mail: accountants@donoway.eu |
| Reg. number: 11550637 | Member of the Management Board: | Vadim Dontshevski |

entered into an agreement on the following and LDI Accountants general terms and conditions.

| | | |
|---|-------------------------------------|-------------|
| SIGNIFICANT TERMS AND CONDITIONS | | |
| 1. Object of contract | | |
| 1.1. LDI Accountants Ltd undertakes to provide the Client with accounting services (further referred to as the Services) in accordance with the terms and conditions and prices of this Contract. | | |
| 2. Fees | | |
| Type of service | Unit of measure | Price, EUR* |
| 2.1. Keeping purchase and sales ledger and general ledger | per one document or transaction | 5 |
| 2.2. Fixed assets records (one article per month) | one article per month | 1 |
| 2.3. Stock records (one article per month) | one article per month | 1 |
| 2.4. Payroll (one employee per month) | one employee per month | 10 |
| 2.5. Entering payment order to the Internet bank | payment | 0.9 |
| 2.6. Required statistical reports, Intrastat reports, Estonian Bank reports (per report) | report | 20 |
| 2.7. Main accounting services cost per month, minimum fee | month | 150 |
| 2.8. Preparing the Annual Report, minimum fee | report | 250 |
| 2.9. Additional services, including representation in the Tax Authorities and in other public institution; representing in tax, internal and financial audit; recovering and correcting the accounting which has been made before signing this contract; sorting and forwarding documents; improving reports due to the client needs; concluding specific reports based on the client's request; expense reports; formalizing internal rules | hour | 29 |
| 2.10 Accounting consultations and written answers to public authorities | hour | 60 |
| * VAT will be added if it is stated by legislation. | | |
| 3. Information exchange methods and addresses | | |
| 3.1. Client shall forward the original accounting documents to the e-mail: irman@accounts@donoway.eu readable in Microsoft Office with conformation of board member or authorized person who confirms business transaction. | | |
| 3.2. The Client confirms that he is aware of the risks associated with forwarding the information via Internet: messages may be lost, confidential and personal information may be intentionally or not intentionally changed or steal and disclosed to third parties. The Service provider is not liable for the risks associated with forwarding information via Internet. | | |
| 3.3. The Client sends the documents by registered post to the address of LDI Accountants Ltd - Narva mnt 13 10151, Tallinn, Estonia. | | |
| 3.4. The Service provider shall forward the received messages and will send inquiries and e-mails to Client's address | | |
| 4. Contract enforcement | | |
| 4.1. The Contract enforces after receiving the following documents from the Client: 1) Signed questionnaire on the identification of a customer or a person participating in a transaction, a person beneficiary owner and being politically exposed person and 2) Copy of an identity document which contains the personal data and a photograph of the person, who signed the contract and after receiving the fee named in clause 2.8 in this contract as a start fee. | | |
| 4.2. The Contract is valid for one (1) year after signing by the Parties. | | |
| Signatures of authorised representatives | | |
| Tallinn, 03.01.2014 | | |
| The Client: Name | Service provider: Vadim Dontshevski | |
| | | |

LDI Accountants general terms and conditions for accounting services

1. Scope

1.1. These accounting terms and conditions (hereinafter "Terms and Conditions") are part of the accounting services agreement (the "Agreement") LDI Accountants (hereinafter "Service provider") and legal person (hereinafter "Client" or "Company") entered into force.

1.2. This Contract is subjected to the Law of Obligation Act, Money Laundering and Terrorist Financing Prevention Act and other relevant Acts.

2. Client obligations

2.1. The Client is required to submit the original accounting documents of the preceding month to the fifth (5) day of each month to the e-mail or regular mail to the address of Service provider detailed in this Contract:

- Sales invoices or sales invoice summary;
- Cash income and outgoing orders or summary statement;
- Invoices received from suppliers or summary statement;
- Cash receipts for the expenses incurred;
- Information about employees' salaries for payroll;
- Bank accounts and bank card statements;
- Mission expenses and expense reports;
- Export-import declarations and documents certifying delivery of goods within the Community;
- Other documents, certificates, evidences, contracts, etc. related to the company's economic activity in the previous month, showing the description of the transaction and its monetary value.

2.2. Client is responsible for submitting relevant and accurate documentation on time. Client is responsible for the losses resulting from late submission of documents. In case documents are not submitted or they are submitted not on time, Service provider is not liable for not preparing reports on time and for the possible penalties and damages.

2.3. The Client undertakes to reimburse the enforcement costs and the losses arising from the violation of section 2.2 of General Conditions by Client.

3. Service provider obligations

3.1. The Service provider, guided by the tax legislation of the Republic of Estonia shall prepare and submit to the Tax Authorities and other public authorities reports:

3.1.1. 10th of each month the declaration of income tax and social tax for the preceding month (TSD) along with necessary annexes;

3.1.2. 20th of each month value added tax declaration (KMD) for preceding month (if company is registered as VAT payer);

3.1.3 After every quarter to the 15th day of following month the intra –community supply report about goods and services (if necessary);

3.1.4. Reports to the Statistical Office of Estonia and the Bank of Estonia in accordance with their deadlines (if necessary);

3.2. The Service provider shall prepare and submit to the Board for approval Client's Annual Report within 6 months from the end of the financial year. The Service provider will enter the approved annual report to the Company Registration Portal.

3.3. In accordance with the legislation of the Republic of Estonia or the client's request the Service provider helps organize the audit i.e. offers to the Client the selection of the auditor's and submits the necessary reports and data to the auditor selected by the Client.

4. Payment conditions

4.1 The Client undertakes to pay for services provided according to the actual volume of bookkeeping, but not less than the monthly fee for main accounting services stated in this Contract. Cost of services may change due to the number of documents and service prices according to the price list, as well as inflation and changes in the legislation of the Republic of Estonia. The notice concerning the new prices will be send to the Client via email. If the Client does not agree to the new terms, he is entitled to terminate the Contract by notifying the opposing Party ten (10) calendar days in advance.

4.2. The Annual Report fee depends on the ending time of financial year and the information need to be reflected in Annual Report. The fee for Annual Report will be paid as start fee while signing the Contract by Client.

4.3. For any other additional service Client will pay in accordance with the additional services price list. In case Service provider representative have to give in request of Client or court, Tax Authorities, other investigative bodies, state agencies or to the other third party any explanations or conduct additional documents, the Service provider is entitled to the additional fee which is based on the spent time.

4.4. To the invoices Service provider will add the actual accommodation costs made in business trip, inner-city business trips and car rides costs 0.45 euros per kilometre.

4.5. Service provider will issue an invoice for the previous month services to the next month 10th day with the payment term of ten (10) calendar days. In overrunning the deadline for payment the Client shall pay default interest on the overdue amount at the rate of 0,15 percent a day for each calendar day of delay. If the Client's debt payment deadline exceeds thirty (30) calendar days, Service provider has the right to suspend services until the debt is paid in full. The costs of collection of the overdue amount specified in the invoice shall be paid by the Client.

4.6. Untimely submitted documents or incorrect original documents which leads to the changes in reports will be considered as additional services and Client will pay for every report which needs to be modified in accordance with the additional service price list.

5. Parties' Liability

5.1. The Client and Service provider shall be liable for the violation of obligations provided for in the Contract, unless it is caused by unforeseeable circumstances or circumstances independent of the activities of the Parties (Force majeure). The Parties consider that Force majeure shall be any event or circumstance independent of the will or out of control of the Client, such as fire, military acts, strike, disorder, flood, or any other event or circumstance conforming to the listed qualities that hinder proper performance of the obligations of the Client arising from the Contract. Force majeure does not include events which are caused by Client or by his employee's negligence or intentional actions.

5.2. The Service provider shall be liable for Client wrongfully caused proprietary damage as a result of intentional breach of Contract or gross negligence.

5.3. The Service provider shall not bear any liability if it is not culpable of causing the damage, among other things, if the damage arises from misleading information presented during the audit by the Client either orally or in writing or by the Client's failure to present information.

5.4. Client is responsible for preventing and detecting its management and employees' fraud and errors and non-compliance with legislation. Service provider may give recommendations to Client for decision-making while performing the Contract, but the ultimate decision is made by Client and responsibility for consequences lies only with the Client management.

5.5. Client undertakes to reimburse to the Service provider the costs and losses which arise from the breach of the clause 2.2. in this Contract general terms by Client.

5.6. The Service provider is not responsible for maintaining the data and documents that are not forwarded in order to preserve them in Service provider office or recorded to the Service provider data carrier.

6. Entry Into Force, Amendment, Expiry and Termination of the Contract

6.1. The Contract is valid until the end of the period described in clause 4.2. in significant terms and conditions of this Contract.

6.1.1. In case Party has not notified other Party in writing about the desire to terminate the Contract at least thirty (30) days prior to the expiry of the validity period the Contract is automatically extended by one (1) year.

6.1.2. The terms and conditions of the Contract may only be amended and modified under a written agreement of the Parties. Amendments and modifications will take effect from the moment the modifications are agreed by the Parties (including agreements by e-mail).

6.2. The Service provider have the right of extraordinary cancellation if The Client submits false information or documents that does not comply with the actual content of transaction, or there are violation of Money Laundering and Terrorist Financing Prevention Act requirements.

6.3. Service provider has the right to cancel the Contract extraordinarily if the Client does not respond to the inquiries from Service provider or public authorities and therefore, considering all the circumstances and mutual interest, it cannot be reasonably assumed to continue the Contract. Multiple non-response to the Service provider inquiries is deemed to be fundamental breach of contract.

6.4. Client has the right to cancel the Contract in case Service provider does not fulfil the obligations or in any other reason by notifying the Service provider in writing about the cancelation thirty (30) calendar days in advance and providing the name of the person to whom Service provider will forward the accounting documentation.

6.4.1. Cancelling the Contract, the Client is immediately required to pay to the Service provider for all the work agreed in the Contract performed prior to the cancellation.

7. Money Laundering and Terrorist Financing Prevention

7.1. The Service provider is required to establish the identity of the Client and the existence of passive legal capacity, establish and verify the identity and right of representation of the members of the management board of the Client and identify the beneficial owner. Copies of the extract of Client's registry card and of data collected in establishing the identity and right of representation of the members of the Management Board as well as the identity of the beneficial owner have been appended to the Contract.

7.2. At the request of the Service provider, the Client is required to submit the necessary document and provide information relevant for application of diligence measures arising from the Money Laundering and Terrorist Financing Prevention Act, incl. information about the transactions concluded and funds used by the Client that must be in compliance with the nature and scope of the Client's economic activities as well as information about the change in beneficial owners.

8. Other terms and conditions

The disagreements, disputes and claims arising from the Contract that the Parties fail to solve by way of an agreement are settled in court of the location of the defendant

Signatures of the Parties

Service provider

Client

QUESTIONNAIRE

ON THE IDENTIFICATION OF A CUSTOMER OR A PERSON PARTICIPATION IN A TRANSACTION, A PERSON HAVING ACTUAL BENEFICIAL OWNERSHIP AND BEING A POLITICALLY EXPOSED PERSON

Pursuant to the Money Laundering and Terrorist Financing Prevention Act §§ 8, 13, 20, 21, 23, 24 we ask you to complete the following questionnaire:

1. For identification of a customer or a person participating in a transaction and identification and verification of a natural person or a representative of a legal person and the right of representation . If the information cannot be seen in the documents submitted to the us, we ask you to complete the following questionnaire:

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|---|--|
| To be completed by a legal entity: | |
| Name of legal entity (business name) | |
| Partners/ shareholders of the legal entity (natural person) who own more than 25% of interest/shares: (<i>Name, personal identification code, size of interest/numbers of shares</i>) | |
| Members of management board and authority upon the representation of legal entity (<i>Name, personal identification code</i>): | |
| Means of communication of legal entity: (<i>Telephone, E-mail, fax</i>) | |
| Field of activity of legal entity: | |
| To be completed by a natural person, who signed a contract | |
| Name, personal identification code of natural person (<i>in the absence of personal identification code a date and place of birth</i>): | |
| Basis for the rights to represent the client | |
| Place of residence (address) | |
| 3. Profession or field of activity | |
| Copy of an identity document which contains the personal data and a photograph and proof for representation rights of the person, who signed the contract MUST BE attached to the Questionnaire. | |

2. For identification of the beneficial owner

| | |
|--|--|
| <p><i>Who is the PERSON HAVING ACTUAL BENEFICIAL OWNERSHIP in the transaction entered into by you?</i> <i>(Completion mandatory both in case of natural persons and legal entities)</i> (For more detailed explanation concerning the definition of the person having actual beneficial ownership see on the end of the questionnaire)</p> | |
|--|--|

3. For acquisition of information about a business relationship and the purpose of a transaction

| | |
|---|--|
| The purpose of transaction (Why do you wish to conclude the transaction under given terms): | |
| Financing of transaction (<i>source and origin of funds</i>) | |

4. For identification of involvement of politically exposed persons

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|--|--|
| <p>Have you exercised any prominent public functions (whether you are a politically exposed person, see explanation on end of the page): <i>(If yes, then what kind</i></p> | |
| <p>Has a person known to be a close associate or a family member of the person exercised any prominent public functions: <i>(If yes, then what kind</i></p> | |

I confirm that this information is true and I am aware of the consequences of submitting false information.

Date:

Questionnaire was completed by:

Signature

Extraction from Money Laundering and Terrorist Financing Prevention Act

§ 8. Beneficial owner

(1) A beneficial owner is a natural person who, taking advantage of their influence, exercises control over a transaction, operation or another person and in whose interests or favour or on whose account a transaction or operation is performed.

(1¹) A beneficial owner is also a natural person who ultimately holds the shares or voting rights in a company or exercises final control over management of a company in at least one of the following ways:

- 1) by holding over 25 percent of shares or voting rights through direct or indirect shareholding or control, including in the form of bearer shares;
- 2) otherwise exercising control over management of a legal person.

(2) A beneficial owner is also a natural person who, to the extent of no less than 25 percent determined beforehand, is a beneficiary of a legal person or civil law partnership or another contractual legal arrangement, which administers or distributes property, or who exercises control over the property of a legal person, civil law partnership or another contractual legal arrangement to the extent of no less than 25 percent.

(3) A beneficial owner is also a natural person who, to an extent not determined beforehand, is a beneficiary of a legal person or civil law partnership or another contractual legal arrangement, which administers or distributes property, and primarily in whose interests a legal person, civil law partnership or another contractual legal arrangement is set up or operates.

(4) Clause 1) of subsection (1¹) of this section does not apply to companies whose securities have been listed on a regulated stock exchange.

§ 20. Politically exposed person

(1) A politically exposed person is a natural person who performs or has performed prominent public functions, their family members and close associates. A person who, by the date of entry into a transaction, has not performed any prominent public functions for at least a year, and the family members or close associates of such person are not considered politically exposed persons.

(2) For the purposes of this Act, a person performing prominent public functions is:

- 1) a head of state, head of government, minister, deputy minister or assistant minister;
- 2) a member of parliament;
- 3) a justice of a supreme court, constitutional court or another court the judgments of which can be appealed against only in exceptional circumstances;
- 4) a member of the supervisory board of a state audit institution or central bank;
- 5) an ambassador, chargé d'affaires and senior officer of the Defence Forces;
- 6) a member of a directing, supervisory or administrative body of a state company.

(3) The provisions of clauses (2) 1)-5) include positions in the European Union and in other international organisations.

(4) A family member of a person performing prominent public functions is:

- 1) his or her spouse;
- 2) a partner equal to a spouse under the law of the person's country of residence or a person who as of the date of entry into the transaction had shared the household with the person for no less than a year;
- 3) his or her children and their spouses or partners within the meaning of clause 2);
- 4) his or her parent.

(5) A close associate of a person performing prominent public functions is:

- 1) a natural person who has a close business relationship with a person performing prominent public functions or with whom a person performing prominent public functions is the joint beneficial owner of a legal person or contractual legal arrangement;
- 2) a person who as a beneficial owner has full ownership of a legal person or contractual legal arrangement, which is known to have been founded for the benefit of the person performing prominent public functions.