

DOCUMENTS / ENGLISH EDITION

Radio services agreement No. _____

Contract template

English translation of the supplied Russian document. This is not a certified translation. Dates, figures, numbering and terms follow the source; no legal or pricing update has been made. Incomplete fields and source cross-references have not been filled in or corrected.

Russian original: <https://lysn.ru/dogovor-na-okazanie-uslug-radiostancii.pdf>

Nizhny Novgorod _____ · Date: _____

_____, hereinafter the Customer, represented by _____, acting on the basis of the provision of services, on the one hand, and Individual Entrepreneur Sergey Nikolayevich Lyamin, hereinafter the Contractor, acting on the basis of State Registration Certificate No. 318527500018337 dated 12 February 2018, issued by Interdistrict Inspectorate of the Federal Tax Service No. 15 for the Nizhny Novgorod Region, on the other hand, collectively the Parties and individually a Party, have entered into this agreement for the paid provision of services (the Agreement) as follows.

1. Subject of the Agreement

1.1. Under this Agreement, the Contractor shall, at the Customer's request, provide the advertising services (the Services) listed in the Schedule of Services (Appendix No. _____ to the Agreement), and the Customer shall pay for the Services. Appendix No. _____ forms an integral part of the Agreement.

1.2. The subject of the Services is the Earth Plus FM internet radio station. Media licence No. EL No. FS 77-84056 dated 28.10.2022.

1.3. The Contractor shall provide the Services personally.

1.4. Place of provision of the Services: <https://eaplfm.com/> , <https://eaplfm.ru/> , <https://play.eaplfm.com/> , <https://play.eaplfm.ru/>

2. Term of the Agreement

2.1. The Agreement takes effect on the date it is signed by the Parties and continues indefinitely while the service(s) remain active.

3. Period of provision of the Services

3.1. Commencement of the Services: _____ "Agreement"; completion of the Services: _____.

4. Rights and obligations of the Parties

4.1. The Customer shall:

- 4.1.1.** Pay for the Services in the amounts and within the time limits specified in the Agreement.
- 4.1.2.** Provide the Contractor, in a timely manner, with all information and documentation necessary to provide the Services.
- 4.1.3.** Accept the Services provided in accordance with the Agreement.
- 4.1.4.** Not disclose to third parties information received from the Contractor in connection with the Services, or otherwise use it in a manner that could harm the Contractor's interests.

4.2. The Contractor shall:

- 4.2.1.** Provide the Services to an appropriate standard and on time, in accordance with the Agreement.
- 4.2.2.** Deliver the Services to the Customer in accordance with the Agreement.
- 4.2.3.** Not disclose or show the Customer's documentation held by the Contractor to third parties.
- 4.2.4.** Replace, at the Contractor's expense, any original documents received from the Customer that are lost.
- 4.2.5.** If the Services listed in Appendix No. 1 are not provided in full, arrange a free service period corresponding to the shortfall in the Services, or refund the funds in full.

4.3. The Customer may:

- 4.3.1.** Monitor the provision of the Services without interfering with the Contractor's activities.
- 4.3.2.** Obtain oral and written explanations from the Contractor concerning the Services no later than 2 working days after the relevant request.
- 4.3.3.** Withdraw from performance of the Agreement, subject to payment of the Contractor's actual expenses incurred in providing the Services. Service cancellation template: <https://lysn.ru/page/dok/ot/2.pdf>

4.4. The Contractor may:

- 4.4.1.** Independently determine the forms and methods of providing the Services, taking into account legal requirements and the specific terms of the Agreement.
- 4.4.2.** Refuse advertising materials whose content and/or presentation, in the Contractor's opinion, do not comply with moral and ethical standards, conflict with the law, or conflict with the Contractor's commercial interests.
- 4.4.3.** Obtain from third parties, by written request, information necessary to provide the Services.
- 4.4.4.** Independently determine which specialists will provide the Services.
- 4.4.5.** Require payment for the Services provided.
- 4.4.6.** Withdraw from performance of the Agreement, subject to full compensation of the Customer's losses in accordance with clause 9.4.2.
- 4.4.7.** Obtain from the Customer any information necessary to fulfil the Contractor's obligations. If the Customer fails to provide information or provides incomplete or incorrect information, the Contractor may suspend performance until the necessary information has been supplied.

5. Delivery and acceptance of the Services

5.1. Within 3 working days of completion of the Services, the Contractor shall provide the Customer with the following documents by hand delivery or registered post, at the Contractor's choice: a report on the Services provided — 1 (one) copy; a delivery and acceptance certificate for the Services (the Certificate) — 2 (two) copies.

5.2. Within 5 working days of receiving all the documents listed in clause 5.1, duly completed, the Customer shall either accept the Services listed in the Certificate by signing it or send the Contractor written, reasoned objections to it.

5.3. The Parties agree that, if the Customer does not submit written, reasoned objections to the Certificate within 5 working days of receiving the documents listed in clause 5.1, by hand delivery or registered post at the Customer's choice, the Certificate shall be deemed signed by the Customer and the Services listed in it shall be deemed accepted.

5.4. The Contractor shall remedy deficiencies within 5 working days of receiving the Customer's written, reasoned objection referred to in clause 5.2.

5.5. The Contractor is considered to have duly provided the Services when the Parties sign the Certificate, provided that the Contractor has delivered all documents listed in clause 5.1.

6. Cost of the Services

6.1. The cost of the Services under the Agreement is _____ RUB.

6.2. The cost includes the Contractor's expenses associated with providing the Services.

7. Payment procedure

7.1. Payment for the Services shall be made as follows: advance payment by _____ in the amount of _____ RUB.

7.2. Payment method: the Customer transfers funds in the currency of the Russian Federation (RUB) to the Contractor's bank account. The Customer's payment obligations are considered fulfilled on the date the Customer's bank debits the funds from the Customer's account.

8. Liability of the Parties

8.1. The Parties are liable for non-performance or improper performance of their obligations in accordance with this Agreement and Russian law.

8.2. A contractual penalty is payable only on the basis of a substantiated written demand by a Party.

8.3. Payment of a penalty does not release the Parties from their obligations under the Agreement.

8.4. Customer's liability:

8.4.1. For late payment for the Services, the Customer shall pay the Contractor a penalty of 0.01 percent of the total cost of the Services under the Agreement for each day of delay, capped at 10 percent of the total cost of the Services.

8.4.2. For each instance of non-performance or improper performance of the obligations in clause 4.1.2, the Customer shall pay the Contractor a fine of 0 RUB.

8.5. Contractor's liability:

8.5.1. For failure to meet the deadlines for providing the Services, the Contractor shall pay the Customer a penalty of 0.01 percent of the total cost of the Services under the Agreement for each day of delay, capped at 10 percent of the total cost of the Services.

8.5.2. For failure to meet the deadlines for providing the Services, the Contractor shall pay the Customer a penalty of 0.01 percent of the total cost of the Services under the Agreement for each day of delay, capped at 10 percent of the total cost of the Services.

8.5.3. In the event of non-performance or improper performance by the Contractor of the obligations specified in clause 1.3

8.5.4. of the Agreement, the Contractor shall pay the Customer a fine of 10% for each such instance.

Translation note: clauses 8.5.1 and 8.5.2 repeat the same provision in the source. The source splits one sentence between 8.5.3 and 8.5.4; that numbering is retained here.

8.5.5. If the Contractor fails to deliver, or improperly delivers, the documents specified in clause 5.1, the Services shall be considered not delivered to the Customer. In addition to the penalty in clause 8.5.1, the Contractor shall pay the Customer a fine of 10% for each such instance.

8.5.6. The Contractor is responsible for the safekeeping of original documents received from the Customer and shall replace any lost originals at the Contractor's expense.

9. Grounds and procedure for termination

9.1. The Agreement may be terminated by agreement of the Parties or unilaterally upon a Party's written request on the grounds provided in the Agreement and by law.

9.2. Unilateral termination shall take place only upon a written request by a Party, within 30 calendar days of the other Party receiving that request.

9.3. The Customer may terminate the Agreement unilaterally in the following cases:

9.3.1. The Contractor misses the deadlines for the Services, or delays provision of the Services under the Agreement, by more than 10 working days.

9.3.2. The Contractor breaches the obligations specified in clause 1.13 of the Agreement.

9.3.3. The Customer pays the Contractor's actual expenses incurred in providing the Services.

9.4. The Contractor may terminate the Agreement unilaterally in the following cases:

9.4.1. The Customer misses a payment deadline, or delays payment for the Services under the Agreement, by more than 10 working days.

9.4.2. The Contractor compensates the Customer's losses in full.

9.4.3. The Customer repeatedly (2 or more times) breaches the obligations specified in clause 4.1.4.

10. Resolution of disputes under the Agreement

10.1. A pre-action claims procedure is mandatory. A dispute may be referred to a commercial court after the Parties have taken pre-trial settlement measures in Nizhny Novgorod.

10.2. Disputes under the Agreement shall be resolved in court in accordance with the law.

11. Force majeure

11.1. The Parties shall be released from liability for full or partial non-performance where it results from force majeure, namely fire, flood, earthquake, strike, war, action by public authorities or other circumstances beyond the Parties' control.

11.2. A Party unable to fulfil its obligations shall notify the other Party in writing promptly, and no later than 5 calendar days after force majeure occurs, and shall provide supporting documents issued by competent authorities.

11.3. The Parties acknowledge that a Party's insolvency is not a force majeure event.

12. Other terms

12.1. The Parties have no associated oral agreements. The text of the Agreement fully reflects the Parties' true intentions.

12.2. All correspondence concerning the subject of the Agreement prior to its conclusion ceases to have legal force on the date the Agreement is concluded.

12.3. The Parties acknowledge that, if any provision becomes invalid during the term of the Agreement due to a change in the law, the remaining provisions remain binding throughout its term.

12.4. Broadcasting on the radio takes place every day. Number of broadcasts: _____ per day.

12.5. Link for tracking the advertising Services: <https://eaplfm.ru/istoriya-efira-mix-potok.html>

12.6. The Agreement is executed in 2 (two) original copies in Russian, one for each Party.

12.7. The Contractor may process the Customer's personal data without consent to processing, provided that the data is not disseminated or disclosed to third parties without the data subject's consent and is processed solely to perform the Agreement.

13. List of appendices

13.1. Appendix No. _____ — Schedule of Services.

13.2. "Songs on Air" rotation terms: <https://lysn.ru/rotrrec.pdf> , edition dated 01.08.2023, in accordance with your service plan.

Addresses, details and signatures

Contractor

Field	Details
Name	Individual Entrepreneur Sergey Nikolayevich Lyamin
INN	523905474721
OGRN	318527500018337
Registered address	Apt. 10, 28 Sverdlova Street, Shakhunya, Nizhny Novgorod Region, 606910, Russia
Actual / mailing address	Apt. 10, 28 Sverdlova Street, Shakhunya, Nizhny Novgorod Region, 606910, Russia
Bank	Volgo-Vyatsky Bank of PJSC Sberbank
BIK	042202603
Correspondent account	30101810900000000603
Current account	40802810842000018571
Technical support	+79585822017 (WhatsApp, Telegram). Calls: 09:00–18:00 Moscow time.
Official websites	https://eaplfm.com/ , https://eaplfm.ru/ , https://play.eaplfm.com/ , https://play.eaplfm.ru/
Customer account	https://lk.eaplfm.com/

Customer

Field	To be completed
Full name	_____
Passport series and number	_____
Issued by	_____
Date of issue	_____

Field	To be completed
Issuing department code	_____
Date of birth	_____
Place of birth	_____
Registered address	_____
Actual / mailing address	_____
Telephone / email	_____

Appendix No. _____

To services agreement No. _____ dated _____, entered into between Individual Entrepreneur Sergey Nikolayevich Lyamin and _____.

Schedule of Services

No.	Service	Start date	End date	Broadcasts	Cost, RUB
1	_____	_____	_____	_____	_____
Total					_____

Total cost of the Services under the Agreement: _____ RUB. Not subject to VAT.

Signatures of the Parties

Contractor	Customer
Individual Entrepreneur Sergey Nikolayevich Lyamin	_____
_____ / S. N. Lyamin /	_____ / _____ /
"__" _____ 2023	"__" _____ 2023

When arranging the Agreement, contact us by email at sales@eaplfm.com or telephone +79585822017 (WhatsApp, Telegram), 09:00–19:00 Moscow time.

Source references and dates are retained, including the reference to clause 1.13 (not present in the source), the tariff edition dated 01.08.2023 and the signature year 2023. The source gives 09:00–18:00 for calls in the details table and 09:00–19:00 in its closing contact note.