

SERVICE AGREEMENT

RECITALS:

1. E-venti Kazakhstan LLP, with office in Astana, E 652 street, n. 2, office 5, 010000 (hereinafter, "**E-venti**") is part of an international network and provides professional services to companies, particularly in the advisory field and organization of events.
2. E-venti has been awarded a concession through a public invitation to tender issued by Expo Astana, related to the upcoming event, Expo Astana 2017, regarding the "*Selection for the concession of management and implementation services connected to a Matchmaking IT platform and B2B Matching activity*".
3. For this purpose, E-venti has implemented a web-based technological matchmaking platform nominated *Expo BtoBe* (hereinafter, "**Platform**"), which will enable the interested parties (hereinafter, the "**Client**") through their representatives (hereinafter, "**User**") to avail of specific services, better described in article 1 below.
4. This Agreement (hereinafter, "**Agreement**") sets forth the terms and conditions which govern the registration on the Platform by the Client and the provision of the services available via the Platform.
5. Each Client shall carefully examine the content of the Agreement, print and store a copy of the Agreement and expressly accept its terms and conditions by clicking on the dedicated forms featured in the Platform, prior to the utilization of the various services.

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being an integral and essential part thereof,
the Parties agree as follows:

1. SCOPE OF THE AGREEMENT

1.1. The Agreement sets forth the terms and conditions for supply of the various services made available by E-venti through the Platform, namely:

- i. registration of the Client on the Platform through the creation of its own account and subsequent opening of its own personal page (hereinafter, "**Registration**");
- ii. completion of the Client's profile by accessing its personal page and filling in the various forms featured in the Platform (hereinafter, "**Profile Completion**");

- iii. processing of data and information provided by Clients during Profile Completion and organization of individual meetings in order to facilitate the development of possible collaboration and partnerships between Kazakh and foreign Clients attending Expo Astana 2017 (hereinafter, "**B2B Matching Services**");
- iv. processing of data and information provided by the Clients during Profile Completion; supply to foreign Clients of search tools on the Platform, by selecting the desired parameters; purchase of profiles containing data and information provided by other Clients during Profile Completion (hereinafter, "**Worldwide Research**").

Such services are described in detail in the Platform's homepage, in the Catalogue of Services, to which reference should be made and which is considered, wholly and to the full extent, an integral part of this Agreement (hereinafter, collectively, the "**Services**").

1.2. Clients expressly acknowledge and accept that the Catalogue of Services could be amended or integrated during the period of validity of the Agreement. Therefore, the Client is invited to access the Platform and examine the Agreement regularly and, in any event, prior to the purchase of any Service subsequent to Registration.

1.3. The Platform and the Services are intended for professional entities (companies, self-employed people, merchants, artisans, associations, sole proprietorships, public bodies, etc.) and not for consumers.

1.4. Subsequent to registration on the Platform, the Client fully accepts the conditions set forth in the Agreement (including the Catalogue of Services) and agrees to pay E-venti all amounts due.

The acceptance by the Client of this Agreement and the Catalogue of Services is the essential prerequisite for Profile Completion and the use of Services, in compliance with the provisions stated in the Agreement.

1.5. The Client commits, also pursuant to articles of Kazakhstan Law, to ensuring that the Users who access the Platform, on its name or behalf, respect the provisions of the Agreement incumbent upon the Client and/or Users.

1.6. E-venti shall suspend the right of the Client to access the Services following breach of obligations envisaged in this Agreement by the Client and/or User. The suspension does not exclude the right of E-venti to avail of the express termination clause in the event of breach by the Client according to paragraph 9.2 below.

1.7. Upon browsing the Platform, Clients are also required to comply with the provisions of the Websites Conditions of Use, available from the Platform's homepage, which are considered an integral part hereof.

2. REGISTRATION AND ACCESS TO THE PLATFORM

2.1. In order to complete the Registration, the Client shall follow the procedure illustrated on the Platform. In particular, when accessing for the first time, the User, who acts on behalf of the Client, shall complete the dedicated forms with his/her name, surname and corporate e-mail address where a temporary password and a verification code enabling access to the Client's personal page will be sent.

At first logon, the Client shall choose a password which is not easy to identify, change it at regular intervals, store it and refrain from disclosing it to third parties. Each Client assumes all responsibilities for the activities performed, for the information entered on the Platform by anyone who accesses it through its own credentials. If a Client believes that its credentials have been used without authorization, it is required to promptly inform E-venti, by sending an e-mail to info@expobtope.com

2.2. The corporate e-mail and password credentials shall only be reserved for Users authorized to represent the Client and appointed to access the Platform on behalf of the Client. At the same time, the access to the Platform entails that the User acknowledges and confirms that he/she is explicitly authorized to represent the Client for requests connected to the supply of Services and information.

2.3. The Platform can be accessed and consulted 24/7, except during periods when maintenance or upgrading operations are performed or in case of issues attributable to data traffic providers. In any event, the Client acknowledges that, while E-venti will adopt solutions that are technologically suited to assure that the Platform can be accessed 24/7, the Platform may not be available and/or compatible with the IT systems used to access it nor devoid of errors, viruses and/or other glitches. As a consequence, each Client expressly acknowledges and accepts that the Platform is understood to be used on an as available basis.

2.4. The personal page enables access to the event schedule, update of data and information related to the Client, confirmation of meetings organized through the B2B Matching Service and submission of requests for other services which can be purchased through the Platform as included in the Catalogue of Services.

3. COMPLETION OF PROFILE AND USE OF DATA

3.1. Subsequent to the Registration, the Client will be able to proceed with the Completion of Profile by entering the information required through the forms contained in the Platform in order to allow E-venti to provide the B2B Matching Services and, with regard to foreign Clients only, the Worldwide Research service.

The data and information provided (such as turnover, number of employees, core business, etc) may be communicated by E-venti to its partners, employees and consultants, to other organizations of E-venti network to third parties, partners and sponsors, involved in the initiative described in recital B and listed on the Platform as well as to all Clients which desire to make use of the Services. Furthermore, since each Client may participate to the individual meetings of the B2B Matching Service also with its consultants or advisors, the data and information may also be provided to such subjects.

Such data and information will be used to offer the Services and, subsequent to the expiry of the Agreement, conduct market research, provide benchmarking and/or marketing services, perform statistical analyses.

If the Client, subsequent to the Registration, does not finalize the Completion of Profile and thus does not accept the Agreement, the data and information provided will be removed from the Platform upon the expiry of the duration specified in paragraph 4.1. below.

3.2. Each Client, upon Completion of the Profile, commits to providing accurate and current data and information and agrees not to disclose any data and information deemed confidential or which cannot be communicated to all the subjects stated in paragraph 3.1. above. In addition, the Client shall submit the data that E-venti requires for the purposes of billing the Services provided.

It is expressly understood that E-venti shall not be liable:

- for the accuracy, compliance and correctness of data and information entered by the Client on the Platform and/or communicated, disclosed or divulged by the Client during the use of the Services;
- for any loss, destruction or damage of the data and information loaded on the Platform. Therefore, the Client commits to keeping a backup copy of the information input into the Platform, considering that the Platform does not offer any back up service.

3.3. If the Client provides false, inaccurate or out-of-date information or if E-venti believes, based on its discretionary evaluation, that the information provided is false, inaccurate or out-of-date, E-venti shall have the power to temporarily deactivate the account through which the Platform can be accessed, and shall inform the Client accordingly. If the client does not provide the correct information in a timely manner, E-venti shall be entitled to terminate the Agreement herein pursuant to paragraph 9.2. below.

3.4. Customer expressly acknowledges that in case the case where registration is made through a coupon provided by a third party (whether Sponsor of the initiative or Aggregator), such third party will have access to a set of information included in the Platform regarding the Customer itself; as well as a set of information regarding individual meetings held or scheduled. Should the customer not want to make this information available to the third party that provided the coupon, the customer is entitled to not use the coupon and to proceed with the registration autonomously.

3.5. E-venti assures the secure storage of the data and information loaded by the Client on the Platform according to adequate standards, it being understood that no backup service is provided.

4. DURATION

4.1. The Agreement herein has a specific duration. Its effects shall commence from the date of acceptance by the Client and terminate upon the completion of the Services. In this regard, the Client acknowledges that the B2B matching meetings should be held in the period from 10th June 2017 to 10th September 2017. If no meeting is scheduled by 31st December 2017, the Agreement shall expire in any event from that moment.

4.2. Notwithstanding the above, the clauses 3.1, 3.2, 8 and 14 shall be valid and enforceable also subsequent to the termination of the Agreement.

5. FEES

5.1. It is expressly agreed that, with regards to the compensation for the Services, the Client will pay E-venti the fees stated in the Catalogue of Services - to which reference should be made and which is considered, wholly and to the full extent, an integral part of this Agreement - in accordance with the procedures specified therein (credit card / bank transfer / PayPal).

5.2. Upon the payment of the compensation for the Services, an invoice in PDF format shall be issued and sent to the e-mail address indicated by the Client during the Registration.

Payment by credit card is understood to be "subject to collection". In the event of a failed transaction, E-venti shall send the Client, at the e-mail address indicated in the Registration, a payment request to be met within the following 3 days. If no payment is made, E-venti reserves the right to terminate the Agreement pursuant to paragraph 9.2. below.

5.3. Any reimbursements made in compliance with the Catalogue of Services shall be settled by issuing a credit note and (i) a refund on the credit card used by the Client for the payment or (ii) a bank transfer for the Clients which have used this payment method.

6. OBLIGATIONS OF THE CLIENT

6.1. Without prejudice to the obligations assumed by the Client under specific clauses of this Agreement, the Client undertakes, on behalf of both itself and the Users, also pursuant to articles of Kazakhstan Law:

- i. to exclusively access the Platform from the website www.expobto.be;
- ii. to adopt a diligent behavior upon browsing the Platform solely aimed at making use of the Services;
- iii. not to alter, breach, disable or destroy the security measures featured in the Platform or test their vulnerability.

6.2 Upon loading files on the Platform or creating links to the Platform (in the few cases where the Client's personal page enables such an operation), the Client, on behalf of both itself and the Users, also pursuant to articles of Kazakhstan Law:

- i. acknowledges that it is entitled to use the content loaded or accessible through the link;
- ii. expressly commits to granting access only to contents which do not breach any laws or regulations;
- iii. expressly undertakes not to provide access to contents which reproduce third-party intellectual work or industrial property rights or which could offend the honor, decorum or reputation of any subject.

7. PENALTIES

The Client commits to pay E-venti the penalties indicated in the Catalogue of Services in the sections "Refunds and penalties concerning B2B meetings" - to which reference should be made and which are considered, wholly and to the full extent, an integral part of this Agreement - when the events illustrated therein occur, without prejudice to the right of E-venti to claim the payment of any further damages suffered.

8. RESPONSIBILITIES OF E-VENTI

8.1. E-venti assures that the Services will be performed with due diligence, undertaking an obligation of means rather than an obligation of results towards the Client.

It is expressly agreed that any possible responsibilities of E-venti, deriving from this Agreement, shall not exceed the maximum limit corresponding to the amount disbursed by the Client as a compensation for the use of Services pursuant to article 5 above, except in the event of willful misconduct and gross negligence on the occurrence of which no limitation of liability will be applied.

8.2. At the same time, the parties expressly agree that E-venti shall not be held responsible, and therefore shall not be liable for any compensation, for any indirect, incidental or consequential damages suffered by the Client, including but not limited to, the failure to conclude agreements, or the loss of market opportunities.

9. TERMINATION AND WITHDRAWAL

9.1. The Client is entitled to withdraw from the Agreement, by notifying E-venti, within 15 (fifteen) days of the date of its acceptance, through registered letter with return receipt to be sent at the address indicated in article 10 below, it being understood that any amount related to the Services already provided at the date of termination shall be paid.

9.2. E-venti can terminate the Agreement herein as of right, pursuant to articles of Kazakhstan Law.

9.3. The withdrawal by the Client, or the termination of this Agreement, shall entail the deactivation of the access credentials to the Platform and shall prevent the Client from making use of the Services. In any event, as mentioned in paragraph 3.1. above, E-venti and/or its partners shall be able to use the data and information provided by the Client upon the Completion of Profile in order to conduct market research, provide benchmarking and/or marketing services and perform statistical analyses.

10. COMMUNICATIONS

All communications under, or related to, this Agreement, shall be sent by the Client via registered letter to the following address: E-venti Kazakhstan LLP, E 652 Street, n. 2, office 5, 010000, Astana, or via e-mail to: info@expobtobe.com

The Client's address for the communications sent by E-venti is the e-mail address provided upon Registration.

11. PROCESSING OF PERSONAL DATA

11.1. For the purposes of the supply of the Services, the personal data available or belonging to the Client and protected by Kazakhstan Law may come to E-venti's knowledge. In particular, E-venti may acquire knowledge of personal data, pertaining to the Client's representatives, employees, individuals clients (hereinafter, collectively, the "**Data**"). For the purposes of the supply of the Services, the Client shall not provide sensitive and judicial data.

11.2. By accepting the Agreement herein, the Client:

- i. confirms that the Data processing by E-venti and its partners for the purposes described above is legitimate;
- ii. maintains that the data subjects have been provided with adequate information pursuant to articles of Kazakhstan Law, and that such data subjects have given, where required, their consent to the communication of Data to E-venti and/or its partners for the supply of Services.

11.3. The Client undertakes to indemnify and hold E-venti harmless against any detriment, damage, expense, cost or charge in which E-venti may incur as a result of the breach by the Client of one or more of the obligations mentioned above or in consequence of any requests or actions taken by the data subjects subsequent to the use of Data by E-venti and its partners.

11.4. The processing of the User's personal data by E-venti and/or its partners is governed by Kazakhstan Law, by the Privacy Policy (Information notice, for the processing of personal data) and the Cookie Statement available on the Platform homepage to which reference should be made. E-venti invites all the Users to examine the content of its Privacy Policy and Cookie Statement and the Kazakhstan Law at regular intervals.

12. MISCELLANEOUS

12.1. This Agreement, together with the Catalogue of Services, the Website Conditions of Use, the Cookie Statement and the Kazakhstan Law, fully governs the relationship between E-venti and the Client with regard to the use of the Platform and the supply of Services and replace any other document which may govern those relationships.

12.2. In the event of invalidity or unenforceability of one single clause, the other provisions contained in the Agreement are not invalidated nor shall be invalidated.

13. LANGUAGE OF THE AGREEMENT HEREIN

This Agreement has been drawn up in the Russian language with courtesy translation into English. In the event of discrepancies between the Russian version and the translation, the Russian version shall prevail.

14. GOVERNING LAW AND COMPETENT JURISDICTION

It is expressly agreed between the parties that the Agreement herein is exclusively governed by the Kazakhstan Law, according to which, therefore, any litigation between the parties shall be settled.