

PUBLIC OFFER – ENGAGEMENT AGREEMENT

city of Moscow

01 January 2011

Kazankova Elena Vladimirovna, a sole trader, hereinafter referred to as the “Attorney”, acting pursuant to the Certificate of State Registration (Main State Registration Number evidencing the state registration of a sole trader: 306503221200031, Individual Taxpayer Number 503214336409), issues this offer (public offer) (hereinafter referred to as the “Agreement”), which contains all material terms and conditions of the Engagement Agreement for acting on legal and other matters on behalf and at the expense of the Principal.

1. SUBJECT OF THE OFFER

- 1.1. Subject to the terms and conditions of this Offer, the Principal shall instruct, and the Attorney shall undertake to act, for the benefit and at the expense of the Principal, on legal and other matters for a fee based on hourly rates under this Agreement (hereinafter referred to as the “Assignment”), on the Principal's reasonable instruction, with the application of all the resources available to the Attorney and with due regard to the professional and ethical norms and requirements set forth in the legislation of the Russian Federation, including, but not limited to:
 - consulting on the matters of Russian law, including corporate, tax, civil, land, family and inheritance law;
 - preparation of draft documents (minutes, resolutions, orders, agreements, corporate approvals, powers of attorney, etc.) in Russian;
 - analysis of documents prepared by (for) the Principal and (or) submitted to the Principal by his counterparties;
 - attendance at and participation in negotiations and (or) advising in connection therewith;
 - legal research and analytical work;
 - preparation of memoranda containing recommendations and comments on the matters of the established law application practice in Russia;
 - representation in court and before any other third persons as directed in the Principal's Assignment.
- 1.2. The Attorney shall be entitled to assume an obligation to act, for the benefit and at the expense of the Principal, on any legal and other matters, in particular, on those related to the legal support of the Principal's activities and not limited to those set forth in clause 1.1. hereof.
- 1.3. The public offer agreement is posted on the website <http://yurbureau.ru>. The Principal under this Agreement may be a natural person or a legal entity.
- 1.4. The Principal may accept this offer by forwarding an Application Form with the indication of all of the Principal's details to the Attorney's email address: administrator@yurbureau.ru:
 - *in case of a legal entity*: the entity's name and details, name of an authorized officer, the entity's business address, and contact data;
 - *in case of a natural person*: name, date of birth, passport data, registration address, and contact data.Upon receipt and on the basis of the Application Form the Attorney shall issue an Invoice for a portion of the Fee which shall be paid by the Principle in advance. This Offer shall be deemed irrevocably Accepted upon payment by the Principal of the advance amount against such Invoice. The payment shall be deemed made after the funds have been credited to the Attorney's settlement account. Payment by the Principal of an advance amount constitutes the Principal's full consent to the terms and conditions of this Offer. In case the Invoice for the completion of the Assignment contains a description of the nature (content) of the Assignment, it is not necessary for the Parties to sign any separate Engagement Agreement, since the Assignment is deemed as being completed on the terms and conditions of this public Offer.
- 1.5. Under the terms of this Offer, this Offer shall be deemed Accepted if the Principal takes practical steps aimed at assisting the Attorney in the completion of the Assignment (issuance of a power of attorney, submission of a receipt evidencing the payment of a state duty, signing of a statement of claim).
- 1.6. If the Parties do not sign any Engagement Agreement and the Principal makes no advance payment, the Attorney shall be deemed to be acting for the Principal (on legal and other matters) on the terms and conditions of this public Offer.
- 1.7. Upon the actual provision by the Attorney of the services on legal and other matters for the benefit of the Principal, such services shall be paid for by the Principal at the hourly rates set out in clause 3.1. hereof, against a relevant Assignment Completion Report submitted by the Attorney.
- 1.8. For the provision of the Assignment the Attorney may use telephone conferences, correspondence and e-mail, as well as in face-to-face meetings.
- 1.9. The Attorney shall be entitled, for the benefit of the Principal, to engage third persons, other than the Attorney's employees, for the completion of the Assignment with the subsequent notification of the Principal about such engagements. Notification of the Principal about the participation of the Attorney's employees in the completion of the Assignment is not required. Any persons, engaged by the Attorney, shall be made aware of their duty not to disclose any confidential information obtained by the Attorney with regard to the completion of this Assignment.
- 1.10. If necessary, the Principal shall confirm the Attorney's authority by issuing to the Attorney and to any persons indicated by the Attorney a power of attorney to act on behalf and for the benefit of the Principal setting forth the powers required for him to act.

2. OBLIGATIONS OF THE PARTIES

2.1. THE ATTORNEY SHALL BE OBLIGED:

- 2.1.1. To use all reasonable efforts for the best possible completion of the Assignment received from the Principal or any persons authorized by the Principal and issued either orally, or in writing. At the same time, the Attorney may not assume any obligation to guarantee the best outcome of the case/victory in legal proceedings.
- 2.1.2. On any oral or written instruction of the Principal, to inform the Principal of the progress in the completion of the Assignment, and based on any written instruction to coordinate all his acts under this Agreement with the Principal;
- 2.1.3. To issue invoices to the Principal for the payment of the fee and reimbursement of expenses for the reporting period, with the enclosure of an assignment progress report.
- 2.1.4. To use reasonable efforts for the completion of the Assignment and the provision of support in the most cost-effective way.
- 2.1.5. The Attorney shall be entitled to suspend the provision of services under the Assignment in case the Attorney finds it necessary to obtain any additional documents / information from the Principal or to agree on any further steps with regard to the completion of the Assignment, but the Principal fails to respond to the correspondence (email messages) forwarded to him and fails to return phone calls. The risk of any possible losses caused by such suspension of services under the Assignment shall be borne by the Principal.

2.2. THE PRINCIPAL SHALL BE OBLIGED:

- 2.2.1. To provide the Attorney, in due time and at his request, with any data and authority necessary for the efficient completion of the Assignment hereunder, as well as to deliver or cause the delivery to the Attorney of any documents and materials related to the completion of the Principal's Assignment;
- 2.2.2. To ensure that an ongoing and full support is given to the Attorney under this Agreement both by the Principal and by his agents and representatives.
- 2.2.3. To inform the Attorney forthwith:
 - of any events or facts relating to or having the potential of affecting the performance of this Agreement;
 - in particular, of any previous contacts with third persons, including representatives of state authorities, and specifically, law-enforcement bodies;
 - of any possible conflict of interest in case the Attorney engages any third persons for the completion of the Assignment.
- 2.2.4. If necessary, to issue in due time or to cause the issue to the Attorney of powers of attorney in the required form for the representation of the Principal and preservation of the Principal's interests;
- 2.2.5. To pay the Fee to the Attorney as indicated in clause 3 hereof, to incur any reasonable costs, including the duties, charges, postage and notarial expenses, printing and copying costs, the Attorney's business travel expenses, etc.
- 2.2.6. Subject to the terms of this Offer, the Principal shall be obliged to pay the invoice issued by the Attorney for the reimbursement of the Attorney's expenses (costs) incurred in connection with the completion by the Attorney of the Assignment, within 5 (five) days following the issuance of the Invoice.
- 2.2.7. The Attorney shall not warrant to the Principal and shall not preliminarily determine the total amount of any possible expenses (costs), which will be required for the efficient completion of the Assignment. The Principal shall undertake to incur all the reasonable costs necessary for the efficient completion of the Assignment at his own expense.
- 2.2.8. The Principal warrants that all information submitted to the Attorney for the purposes of this Agreement is true.

3. THE ATTORNEY'S FEE

- 3.1. The Attorney's Fee shall be calculated by applying the hourly rates of the Attorney and of the persons engaged by him.

The hourly rates of the Attorney and the persons engaged by him are as follows:

- 3.1.1. Partner – 9,000 (nine thousand) rubles;
- 3.1.2. Senior Lawyer/Project Manager – 6,000 (six thousand) rubles;
- 3.1.3. Lawyer – 4,500 (four thousand five hundred) rubles;
- 3.1.4. Junior Lawyer – 3,000 (three thousand) rubles;
- 3.1.5. Legal Assistant – 2,000 (two thousand) rubles.

The time spent in travel in connection with the completion of the Assignment shall be paid at the rates being equal to one hundred (100) % of standard rates.

The time spent by the Attorney and persons engaged by him while waiting for a fixed and arranged appointment with the Principal or with a third party in the Principal's interests shall be paid at the rates being equal to one hundred (100) % of standard rates.
- 3.2. Any portion of the fee may be paid to the Attorney in advance against an Invoice issued by the Attorney. The amount of an advance payment in respect of any particular Assignment shall be indicated in an Invoice issued by the Attorney.
- 3.3. The monetary amount indicated in clause 3.2. of this Offer shall not be refunded to the Principal in case of any early termination of this Agreement by the Principal.
- 3.4. In case the Principal fails to discharge his obligations set out in clause 2.2 hereof after the advance payment has been made, including the failure to deliver to the Attorney all necessary data and information required for the completion of the Assignment, to render reasonable support to the Attorney in the completion of the Assignment, which makes it impossible for the Attorney to continue with the Assignment (to proceed with the Assignment), then the advance payment made in compliance with clause 3.2 hereof shall not be refunded to the Principal. Hereby the Parties have agreed that if the

Attorney incurs no actual labor costs for the completion of the Assignment, no unjustified enrichment shall occur on the part of the Attorney.

3.5. The price hereunder is fixed net of VAT since the Attorney is subject to the simplified taxation regime.

4. REIMBURSEMENT OF COSTS (EXPENSES)

- 4.1. All actually incurred and documented costs (expenses), including the duties, charges, due diligence fee (if necessary), postage and notarial expenses, printing and copying costs, express delivery expenses, the Attorney's business travel expenses (including economy air tickets, hotel accommodation in a standard guest room, transfer to the airport by public transport or by taxi, meals during business trips), etc. shall be borne by the Principal.
- 4.2. If the Attorney represents the Principal in courts located beyond the Moscow Ring Road, the Attorney shall be entitled for the reimbursement by the Principal of any transportation costs incurred by the Attorney and any persons engaged by him when travelling to the court by public transport or by taxi (at the Attorney's option and discretion), as well as meal expenses (while acting for the purposes of under the Assignment). If it becomes necessary to provide hotel accommodation (in a standard guest room) for the Attorney and any persons engaged by him in the location where they act under the Assignment, such expenses shall be agreed on with the Principal on a case-by-case basis.
- 4.3. The Principal shall reimburse the Attorney for the expenses incurred in connection with for the safe keeping by the Attorney of the Principal's paper documents following the completion by the Attorney of the Assignment, starting from the 4th (fourth) month after the Attorney submits an Assignment Completion Report to the Principal, at a rate of no less than 1,000 (one thousand) rubles 00 kopecks for a month of safe keeping, depending on the amount of paper documents.
- 4.4. The Attorney shall be entitled to destroy the Principal's paper documents if the latter fails to collect them from the Attorney's office within 3 (three) months following the submission by the Attorney of the Assignment Completion Report to the Principal.
- 4.5. If any expenses are incurred by the Attorney for the benefit of the Principal, in particular, if such expenses are paid from the Attorney's bank account, the Attorney shall issue invoices to the Principal for the reimbursement of expenses, which will additionally include an amount equal to ten (10) % of the total invoiced amount as the Attorney's additional remuneration.
- 4.6. The Parties have agreed that if the Attorney incurs any expenses for the benefit of the Principal in the amount not exceeding the advance amount, paid by the Principal to the Attorney to cover any forthcoming expenses, then the Principal shall reserve the right for an additional remuneration in the amount of 10 (ten) % of the total invoiced amount.
- 4.7. The expenses shall be deemed borne by the Principal and a ten (10) % surcharge as an additional remuneration shall not be charged only provided that the necessary payments in favour of third persons were made directly from the account of the Principal or the authorized persons of the Principal.
- 4.8. The Attorney shall be entitled to require that the Principal makes an advance payment to cover any forthcoming expenses. Under this Offer, the Principal shall be obliged to make such advance payment upon the issuance by the Attorney of a respective invoice. The amount of an advance payment under any particular Assignment shall be stated in the Invoice issued by the Attorney.

5. PAYMENT AND ASSIGNMENT COMPLETION REPORT SIGNING PROCEDURES

- 5.1. The fee indicated in clause 3 of this Agreement shall be paid by the Principal to the Attorney in rubles.
- 5.2. Any invoices issued by the Attorney shall be paid by the Principal within Five (5) business days from the date of issuance, by a bank transfer to the Attorney's bank account specified below, unless any other payment date is agreed upon or is stated in an invoice.
- 5.3. If the Principal fails to make payments in compliance with this Agreement within fourteen business days or expresses its intent not to make such payment, the Attorney shall be entitled at any time thereafter to suspend the completion of the Assignment for an indefinite period.
- 5.4. The actual completion of the Assignment shall be documented by the Parties in the Attorney's Report. The Attorney shall submit to the Principal the Assignment Completion Report, an invoice for the payment of the fee and for the reimbursement of costs (expenses). In accordance with the terms of this Offer, the Assignment Completion Report may be delivered to the Principal as a scanned copy to an email address, from which the Attorney obtained the respective Assignment and/or to the email address most frequently used for communication with the Principal.
- 5.5. The Report shall be signed by the Principal no later than within Three (3) business days following its receipt (if the Report is sent by email, from the date of its dispatch). If the Attorney does not receive any written Refusal from the Principal to sign the Report within Four (4) business days following the receipt of the Report by the Principal (in case the Report is sent by email, from the date of its dispatch), the Report shall be deemed accepted.
- 5.6. In case the Principal fails to perform his obligations to pay for the completed Assignment, the Attorney will have to raise debt on an arm's length basis in order to discharge his own obligations owed to his employees and counterparties. Therefore, if the Principal fails to make payments hereunder within five (5) business days, the Principal shall be subject to a penalty at the rate of twenty two (22) % per annum.

6. TERM AND AMENDMENTS

- 6.1. This Agreement shall come into force upon satisfaction of any of the conditions set out in clauses 1.4, 1.5., 1.7. of this Agreement and shall be valid until the Parties perform their obligations hereunder in full.
- 6.2. The Attorney reserves the right to amend this Agreement unilaterally without any prior consent of the Principal provided that it shall ensure that any amended terms and conditions shall be posted on the Attorney's indicated website. Such amendments shall come into force after they have been posted on the Attorney's website specified in clause 1.3. hereof.

- 6.3. The Principal consents and acknowledges that any amendments to this Agreement will make it necessary to similarly amend the Engagement Agreement concluded by and existing between the Principal and the Attorney, and such amendments to a particular Agreement with the Principal shall come into force simultaneously with the entry into effect of the above amendments to the terms of the public offer.
- 6.4. Any Party shall be entitled to repudiate this Agreement by a thirty (30) day notice sent to the other Party; moreover, the Principal shall be obliged to reimburse the Attorney for any costs incurred while completing the Assignment, as well as to pay the fee pro rata to the amount of work done.

7. **LIABILITY OF THE PARTIES**

- 7.1. For any failure to perform or improper performance of the obligations hereunder the Parties shall be liable in accordance with applicable law. The compensation of losses is limited to the amount of actual damage, it being understood, that the Attorney's aggregate liability is limited to the amount of the actually paid fee.
- 7.2. The Parties shall be obliged not to disclose any commercial information about each other and their counterparties to third parties if such information becomes known to them in the course of the preparation and implementation of this Agreement.

8. **FORCE-MAJOR**

- 8.1. The Parties shall be relieved from liability for any partial or full failure to perform their obligations hereunder if such failure is caused by the force major circumstances, such as natural calamity, hostilities, disturbances or any other circumstances beyond the Parties' control, including the laws and regulations of federal and local authorities.
- 8.2. If any such circumstances and their consequences persist for more than One (1) month, the Parties shall, as soon as practicably possible, conduct negotiations with the purpose of seeking mutually acceptable alternative ways of performing this Agreement and reaching a respective agreement. However, if in the course of One (1) subsequent month the Parties fail to reach such agreement, then each of the Parties shall be entitled to terminate this Agreement without paying any penalties and/or fines. At the same time, each of the Parties shall make all reasonable efforts to complete any possible settlements and mitigate any loss incurred by the other Party.
- 8.3. The Party, for which it has become impossible to perform its obligations hereunder, shall be obliged, within Ten (10) days, to notify the other Party of the occurrence and cessation of the above circumstances.


9. **MISCELLANEOUS**

- 9.1. The Attorney has an exclusive right to the trademark (service mark) YURBUREAU indicated on page 1 hereof (trademark registration number 346049), in particular, an exclusive right to use the same when providing legal services, in advertising and on any printed materials. Besides, the Attorney has exclusive rights to the domain and website yurbureau.ru.
- 9.2. Any correspondence under this Agreement shall be sent, unless otherwise is expressly provided for herein, by using any method of communication enabling the parties to reliably determine that the document comes from a party to this Agreement.
- 9.3. Documents and other materials, sensitive and other information (about persons, things, facts, events, phenomena, and processes in whatever form it is presented) received by the Attorney from the Principal, in particular, in the course of negotiations and discussions with regard to the procedure for performing the Assignment, shall be treated as Confidential information. Confidential information may be provided either orally, or on data storage devices by mail, express delivery service, phone, telegraph, fax, or email.
- 9.4. The Attorney undertakes to use Confidential information only for the purposes of the Assignment and never to use it for any other purposes without the Principal's prior written consent.
- 9.5. Upon any loss or disclosure of Confidential information, the Attorney shall inform the Principal thereof and shall take all reasonable measures to prevent damages or any other adverse consequences caused by the loss or disclosure of Confidential information.
- 9.6. The facts of the acceptance by the Principal of this Offer and completion by the Attorney of a certain Assignment for the Principal in compliance with terms and conditions of the Offer, shall not be regarded as Confidential information. The Attorney reserves the right to make such information public, in particular, by using the Internet.
- 9.7. The Attorney reserves the right to furnish the information about the nature of the completed Assignment and about the Principal to any entities engaged in the preparation of ratings in respect of legal firms (on a confidential basis).
- 9.8. Confidential information shall not be deemed disclosed if provided:
- 9.8.1. to the Attorney's employees hired by him pursuant to civil law and labor contracts, it being understood that the Attorney shall be obliged to conclude a Confidentiality Agreement with such persons obliging them to undertake a duty of non-disclosure of any Confidential information;
- 9.8.2. advisers, consultants and other persons representing the Principals, unless the Principal gives an instruction in writing (inter alia, by email) not to disclose such information to expressly named persons.
- 9.9. Unless otherwise is permitted by applicable law, the Attorney undertakes not to disclose any Confidential information to any other persons. If the Attorney is required, in accordance with the applicable Russian laws, to disclose any Confidential information, the Attorney shall immediately notify the Principal of such requirement.
- 9.10. In order to avoid delays and standstills in the performance of obligations caused by the need to execute documents, the Parties shall, in compliance with Article 160 (2) of the RF Civil Code, allow the use, when making any transactions, of facsimile signatures reproduced by any mechanical and other copying devices, or any other equivalent of a handwritten signature. The Parties acknowledge that a handwritten signature and a facsimile signature on all documents, including, but not limited to, the agreement, alterations and amendments hereto, various notices, completed works and accepted services reports, statements, communications, etc., have equal legal force. The Parties also agree that the Parties' signatures and

seals on the documents, which were received by fax, as well as in an electronic (scanned) format by email, shall be legally equal to the original (blue) seals and handwritten signatures of the Parties. At the request of either of the Parties, the other Party shall be obliged to submit the required document ratified by a handwritten (original) signature of the Party's representative specified herein.

- 9.11. Any disputes with regard to the performance of this Agreement shall be settled at the location of the Attorney.
- 9.12. This Agreement made up in the Russian language is a public offer, it contains all material terms and conditions of an engagement agreement for acting on legal matters on behalf and at the expense of the Principal, and is intended for general public.
- 9.13. The Parties shall be obliged, within five days, to notify each other in case of any change in their details. For the purposes of such notification, the Attorney shall be entitled to post the respective information on the website specified in clause 1.3. hereof.

10. THE ATTORNEY'S DETAILS

Attorney Sole trader Kazankova Elena Vladimirovna
Individual Taxpayer Number: 503214336409 Main State Registration Number of a Sole Trader: 306503221200031 Settlement Account: 40802810700000064495 with VTB 24 (OJSC), city of Moscow BIC: 044525716 Correspondent Account: 30101810100000000716 Email: administrator@yurbureau.ru Contact Phone Number: +74959259524 Postal Address: 127051, Moscow, Tsvetnoi Boulevard, house 21, bldg.6, office 67
 _____/Kazankova E.V./



As this Agreement is a public offer, it is not required to be signed by the Principal.