

DRIVE CLUB VILAVI EUROPE/USA PROGRAM CONTRACT No.

dated _____ 2019

VILAVI INT LTD represented by Director Savas Georgio, hereinafter referred to as the Company, on the one hand, and

Full name (ID), hereinafter referred to as the Member of the Program, on the other hand, have concluded this contract as follows.

I. Program Description

1.1. DRIVE CLUB VILAVI EUROPE is a car program created by VILAVI INT LTD for representatives of the Company who have a valid Representation Agreement with the Company and operate in the European Union, the United States of America (hereinafter referred to as the Program).

1.2. The Company's representatives qualifying 3 CARAT and higher and at least 12,000 PV of the group volume are eligible for the Program. The necessary qualification should be maintained for at least four (4) consecutive months.

1.3. The Program is a payment of an additional monthly bonus provided that the Representative meets all conditions of the Program.

1.4. Representatives joining the Program must:

- meet the requirements stipulated in clause 10.6., Company Rules and Procedures
- get an authorization from the Company to join the Program
- sign this Program Membership Contract and provide all necessary documents
- fulfil conditions on vehicle branding with the Company's logo

1.5. DRIVE CLUB VILAVI is a program designed for a long-term joint partnership. When joining the program, the Member must be aware that to receive the bonus he/she must do business with VILAVI INT LTD and confirm his/her qualifications, as well as comply with the terms and conditions of the Representation Agreement, Company Rules and Procedures and the terms and conditions of this Contract.

1.6. The Company decides whether the Representative is eligible for the Program based on the stability of his/her qualifications; the presence of a real structure; compliance with ethical standards, rules and procedures of the Company. When making a decision the company reserves the right to consider all these parameters in addition to formal conditions.

* The "Big Foot" rule means that joining the program is possible if the "Big Foot" of the classic tree^{1*} of the structure is less or equals 70% of the turnover amount for the reporting period (only for the 3 CARAT qualification, 4 consecutive periods required to meet the conditions are taken into account).

Note: This rule is verified only by the volume of the classic tree, not binary.

Example:

Option 1. The total turnover of the Representative = 12,000 PV, the Big foot of the classic tree = 10,000 PV, the remainder is 2,000 PV—the rule is not fulfilled.

Option 2. The total turnover of the Representative = 12,000 PV, the Big foot of the classic tree = 8,000 PV, the remainder is 4,000 PV. In this case, the representative meets the condition of this rule.

Option 3. The total turnover of the Representative = 16,000 PV, the Big foot = 11,200 PV, the remainder is 4,800 PV—the rule is fulfilled.

Option 4. The total turnover of the Representative = 16,000 PV, the Big foot = 12,000 PV, the remainder is 4,000 PV—the rule is not fulfilled.

1.7 The bonus is paid in accordance with the Company's payment system (settlement system).

II. Conditions for Representatives Who Own a Car (Light Bonus).

2.1. If the Representative owns a car (less than 5 years old) of any make, the Company pays a monthly bonus in the following amount:

- RUB 25,000—for Representatives confirming the 3 CARAT qualification
- RUB 32,000—for Representatives confirming the qualification of CRYSTAL and higher.

2.2. To join the Program, the Representative must brand his/her car with the Company's logo.

2.3. To receive the monthly bonus, the Representative must send an e-mail to info@vilavi.com with the attachment of an up-to-date digital photo of the branded car, stickers with the Vilavi logo on the car doors (on each side) must be seen in the photo. Current photos of the branded car should be provided before the 2nd day of each month.

2.4. The bonus is paid until the car is 5 years old from the production date. On this basis, the Program Contract is terminated unilaterally by the Company.

III. Conditions for Representatives Who Rent/Buy a Car (Full bonus).

3.1. The terms of this Contract apply to Representatives who rent or purchase a car of the makes stipulated by the Company only (car makes and models are listed in the Annex to the Terms and Conditions of the Program).

3.2. To receive payments, it's necessary to maintain the qualifications and the required volumes of the personal group for a certain number of periods:

3 CARAT—12,000 GPV—4 periods

CRYSTAL—20,000 GPV—4 periods

RUBIN—30,000 GPV—3 periods

SAPPHIRE—50,000 GPV—3 periods

EMERALD—100,000 GPV—3 periods

DIAMOND—150,000 GPV—3 periods

BLACK DIAMOND STAR—300,000 GPV—3 periods

3.3. The contract provides for the following monthly bonuses:

- for Representatives confirming the 3 CARAT qualification—RUB 48,000
- for Representatives confirming CRYSTAL—RUB 63,000
- for Representatives confirming RUBIN—RUB 72,000
- for Representatives confirming SAPPHIRE—RUB 84,000
- for Representatives confirming EMERALD—RUB 102,000
- for Representatives confirming DIAMOND—RUB 129,000
- for Representatives confirming BLACK DIAMOND STAR and higher—RUB 192,000

The period for the payment of bonuses under the Program is thirty-six (36) months unless otherwise specified by the terms and conditions of the Program.

3.4. To receive the bonus, the Member of the Program shall provide the following supporting documents to the Company:

- a copy of the loan repayment schedule
- a copy of the lease contract
- a copy of the car purchase certificate
- a copy of the vehicle registration certificate
- Once every three months, the Member of the Program must provide the confirmation that the car is in his/her ownership (right of ownership, certificate, lease or insurance agreement, which indicates that the car is registered in the name of the Member).

3.5. Branding the car with the logo of the Company is a prerequisite for receiving the bonus. In the case of renting a car, the Company recommends clarifying in advance the possibility of placing logo stickers on the owner's vehicle.

To receive the monthly bonus, the Representative must send an email to info@vilavi.com with the attachment of an up-to-date digital photo of the branded car, stickers with the Vilavi logo on the car doors (on each side) must be seen in the photo. Current photos of the branded car should be provided before the 2nd day of each month.

3.6. The bonus provided by the Contract is not paid in the following cases:

- if the Member fails to confirm qualifications within one or more months
- if the Member of the DRIVER CLUB VILAVI Program no longer owns or rents a vehicle of the stipulated make and model
- if the Member of the DRIVER CLUB VILAVI Program fails to provide necessary supporting documents within the specified time (once every 3 months)
- if the Member of the DRIVER CLUB VILAVI Program fails to fulfil the conditions of the Program
- if the Member of the DRIVER CLUB VILAVI Program fails to provide the required photos of the branded car on time
- if his/her lease contract, or rental agreement, or car loan expires
- it has been thirty-six (36) months since joining the DRIVE CLUB VILAVI Program

3.6. Members of the Program shall perform all necessary actions and fulfil conditions for renting or purchasing a car independently, without involving the Company. The Company shall have no obligations for any sale contracts, loans, leasing or car rental.

3.7. If the Member rents a car, the period of payment of the bonus is limited to the period of the corresponding lease contract, except when the Member makes an advance purchase of the car. In this case, the Company will be transferring the monthly bonus for three (3) years from the date of signing the vehicle purchase agreement, provided that the Representative complies with the terms and conditions of the DRIVE CLUB VILAVI Program.

3.8. If the Company discovers that the Member of the program is not the owner of the vehicle, then the Member of the Program is obliged to:

- compensate the Company for all monthly payments received from the moment the ownership for the car was transferred to a third party.

3.9. If the Member's qualification grows compared with the one under which he/she entered the program, and he/she maintains it for six (6) months or more continuously, the Company has the right to increase the amount of the bonus and pay it according to the new confirmed qualification. The payment is made during the period of maintenance of the new qualification, but no longer than the term of the Contract. To recalculate the size of the bonus, the parties sign an annex to the Contract.

IV. Car Characteristics when Leasing/Purchasing

4.1. The Program applies to makes and models specified by the Company, provided that at the time of participation in the DRIVE CLUB VILAVI Program, the selected car is less than 3 years old from its production date.

V. Branding. Advertising.

5.1. The Member of the Program must place a label set (branding) on the car to receive the bonus. The Representative performs the car branding by his/her own efforts and at his own expense according to the layout sent by the Company. The Company reimburses the cost of branding for RUB 5,000. If the branding does not match the layout, the Member must eliminate all existing inconsistencies. The reimbursement will be paid only after the violations are resolved. Placing any additional elements on the car, including its windows, shall be made only with the approval of the Company.

The monthly bonus is paid only after an actual photo of the branded car is provided.

If any of the branding elements are missing and if the elements are significantly damaged, the Representative must restore them by his/her own efforts in a short time (within 7 days).

Otherwise, the Company stops paying bonuses until the branding elements on the car are fully restored.

5.2. After the Representative purchases a car, he/she must send a digital photo to info@vilavi.com confirming his/her participation in the DRIVE CLUB VILAVI Program, where he/she is depicted with the car in the background so that the Company's logos can be seen on it.

5.3. By accepting the terms of the DRIVE CLUB VILAVI Program, the Representative recognizes his/her obligation to transfer the right to the picture, its distribution, reproduction and use in the Company's communication tools (websites, videos, brochures, catalogs, social networks, etc.) to the Company for free.

This right shall come into force from the moment the photo is sent to the Company.

VI. Other Conditions

- 6.1. The Company shall not be involved in a lease/rental or loan contract for purchasing a vehicle. The Representative is responsible to the seller/owner/creditor and any breach of obligations relates to his legal relationship with the dealer, seller or owner of the vehicle.
- 6.2. The Representative is solely responsible for his decision to purchase a new or used car.
- 6.3. The Company's obligation is limited to the appointment and payment of a monthly bonus, subject to the Representative's compliance with the conditions of the Program specified above.
- 6.4. The Representative wishing to use a bonus intended for DRIVE CLUB VILAVI members is required to sign and send a copy of the note to the Company.
- 6.5. The Company has no obligation to advise the Representative on the car lease/purchase procedures using the DRIVE CLUB VILAVI bonus program.
- 6.6. The Representative himself/herself must make sure that the vehicle he/she is interested in actually meets the requirements of the bonus program, as specified above. He/she must also ensure that he/she has sufficient funds to purchase a vehicle, and pay all lease contracts on his own or pay the entire amount of the loan agreement, principal and interest.
- 6.7. The Company strongly recommends that before entering into any sales contract, with or without a loan, or lease contract, the Representative ensure that he/she has sufficient funds to meet his/her financial obligations.

NOTE that the Member of the Program undertakes to provide up-to-date photos of the branded car until the 2nd day of each month of receiving the bonus.

6.8. The company has the right to unilaterally change conditions of this Contract. The Representative himself/herself shall monitor the actual version of the Contract in My Account.

6.9. This Contract expires (the Company stops transferring the bonus) when the Representation Agreement with the Member is terminated (annulled) under the terms established by the Representation Agreement or the Company's Rules and Procedures.

MEMBER OF THE DRIVE CLUB VILAVI EUROPE PROGRAM

Passport No.

issued on

Address:

ID

COMPANY:

VILAVI INT LTD

Legal address: Prevezis 13, 1st floor,
Flat/Office 101, 1065, Nicosia, Cyprus
Company number 520640
Record number 19494824
Bank: Swissquote
SWIFT: SWQBCHZZXXX
IBAN: SN0408781000098689900

Director

/

/Savas Georgio

