

Purchase and sale Agreement No. _____

batch No. _____

dated _____, 20__

Taunigma FZE (license No. 9911), hereinafter referred to as the “**Seller**”, represented by Managing Director Oxana Vishnichenko, acting on the basis of the Decision of the Founders, on the one part, and _____, hereinafter referred to as the “**Buyer**”, on the other hand, collectively hereinafter referred to as the “**Parties**”, and separately as it was mentioned above or the “**Party**”, have made this Purchase and Sale Agreement (hereinafter – the “**Agreement**”) about the following:

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The **Seller** is obliged to transfer to the possession of the **Buyer** equipment (hereinafter referred to as the **Product**), name, quantity and other characteristics of which are specified in Annex No.1 to the present **Agreement**. Annex No.1 is the integral part of the **Agreement**. The **Buyer** is obliged to accept the **Product** and pay for it, due to the terms of the present **Agreement**.

2. SETTLEMENT PROCEDURE

2.1. Full price of the **Product** (price of the present **Agreement**) is 10,395 (ten thousand three hundred ninety five) US dollars;

2.2. Payment for the **Product** is made by the way of payment of three invoices:

- The first invoice shall be paid within 14 (fourteen) calendar days as of its formation;
- The second invoice shall be paid within 14 (fourteen) calendar days as of the actual date of the batch formation;
- The third invoice shall be paid within 14 (fourteen) calendar days after arrival of the **Product** to the **Seller's** warehouse;

2.3. Payment for the **Product** shall be made by cash or by bank transfer by way of payment of the invoice issued by the **Seller**;

2.4. Conditions and terms of forming an order and delivery of the batch are published in the **Buyer's** Internet office (hereinafter referred to as the **Internet office**) on the **Seller's** website: www.taunigma.biz;

2.5. In case of change in deadline of forming an order for the batch, the **Seller** informs the **Buyer** by announcing it in the **Buyer's Internet office**;

2.6. In case of extending the deadline of forming an order for the batch on the part of the **Seller**, the **Buyer** confirms the consent with the new **Product** delivery period in the **Internet office**;

2.7. In case of failure to pay on time for invoices mentioned in p. 2.2. of this **Agreement**, this **Agreement** is terminated by the **Seller** without refund of all payments made by the **Buyer**;

2.8. Each **Party** covers the costs associated with the payment of invoices at their own expense.

3. PRODUCT DELIVERY CONDITIONS

3.1. The **Product** is transferred to the **Buyer** (or to any third party due to the **Buyer's** decision) within 30 working days from the payment of the total **Product** price;

3.2. The **Product** can be transferred to the **Buyer** only on the territory of the United Arab Emirates. **Product** transfer is regulated by Delivery-Acceptance Act according to Annex No. 2 to the present **Agreement**, signed by the authorized representatives of both **Parties**;

3.3. All **Product** delivery expenses are paid by the **Seller**.

4. LIABILITY OF THE PARTIES

4.1. If obligations under this **Agreement** are failed to fulfill or fulfilled improperly by any of the **Parties**, the guilty **Party** takes all responsibility according to the legislation of the United Arab Emirates.

5. CHANGE AND TERMINATION OF AGREEMENT

5.1. All changes and supplements to the present **Agreement** are valid if they are made in written form and signed by the authorized representatives of the **Parties**;

5.2. The **Agreement** can be terminated:

- upon mutual agreement of the **Parties**;
- unilaterally by the **Seller** in case of failure to pay on time by the **Buyer** for invoices mentioned in p. 2.2. of this **Agreement**;
- if there occurs any force majeure circumstances set in the paragraph 6 of the present **Agreement**.

6. FORCE MAJEURE

6.1. In case of emergencies which makes the implementation of the present **Agreement** impossible or partly impossible for one of **Parties**, such as: fire, flood, earthquake, war, military operations, strike, social conflicts, blockade, embargo, changes of the current legislation and other possible force majeure circumstances which do not depend on **Parties**, terms of obligations under the present **Agreement** are prolonged for the period when these circumstances exist.

7. FINAL PROVISIONS

7.1. The present Agreement enters into force from the date of its signing by both **Parties** and continues till the **Parties** fulfill their obligations in full according to the present **Agreement**;

7.2. The present **Agreement** represents the full text of the agreement, made between the **Parties**, and replaces all the preceding **Parties'** agreements, promises and intentions, both oral and written, about the subject of the **Agreement**;

7.3. The **Parties** will do their best to solve all the disputes arising from the present Arrangement through negotiations;

7.4. If the consensus is impossible to reach by way of negotiations, the disputes shall be resolved in accordance with the legislation of the United Arab Emirates;

7.5. The present **Agreement** includes the following Annexes which form its integral part:

- Annex No.1 – **Product** Specification;
- Annex No.2 – Delivery-Acceptance Act.

8. PARTIES' ADDRESSES AND DETAILS

8.1. Seller:

TAUNIGMA FZE, License No.: 9911 dated October 29, 2012, P.O. Box 50212, Sharjah, UAE

Address: E-LOB office No. E-42GT-23, Hamriyah Free Zone, Sharjah, UAE

Account (USD): AE280260000514623059102 in Emirates NBD, SWIFT Code: EBILAEAD

8.2. Buyer:

9. SIGNATURES AND SEALS OF THE PARTIES

9.1. Seller:

L.S.

9.2. Buyer:

L.S.

SPECIFICATION OF PRODUCT FOR DELIVERY

No.	Name of Product (Model)	Quantity, items	Price per 1 item (including VAT), USD	Total price (including VAT), USD
1	<p>Interactive computer advertising and payment complex Taunigma-Combo includes:</p> <p>1. Payment kiosk that contains:</p> <ul style="list-style-type: none"> • Shell: NT-Combo • Circuit board: ASUS P5G41 • Sensor monitor Toshiba TFT17" • Additional monitor Toshiba TFT19" • Bill acceptor: MEI SCM (1000 bank notes) • Bills printer: Custom VKP-80 (80 mm) • UPS: Powercom WOW 700U • GPRS modem: MC52i • Audio system: Yes • Sensor door opening: Yes • Damper on the door: Yes • Memory: 1024 Mb • Lock: Latch type • Cards' Dispenser KYTronics KYT-213 • Dimensions: HxWxD 860x558x300 <p>2. Digital LED-display, with:</p> <ul style="list-style-type: none"> • Screen size: 42" • Resolution: 1920x1080 • Brightness: 350 nit • Aspect Ratio: 16:9 • Contrast Ratio: 5000:1 • Viewing angle (H/V): 178:178 • Connection: HDMI (CEC compatible) Analog D-SUB, USB, IR • Built-in TV-tuner • Audio System: Yes <p>3. The controller of advertising system, with:</p> <ul style="list-style-type: none"> • Processor ARM Cortex-A7 900MHz 4-cores • Memory: 1 Gb • Disk: 32 Gb • Uninterruptible power supply: UPS Plco TopEnd LP 1000 <p>4. Face tracking and recognition controller with minimum features:</p> <ul style="list-style-type: none"> • Processor Celeron J1900 • RAM: 4 Gb • Data storage at least 64 Gb • Wide-angle HD camera with optical autofocus 	1	10,395	10,395

	<p>5. Software for advertising screen:</p> <ul style="list-style-type: none"> • OS: Linux Debian 8.2 • The app of advertising system: IndoorTV 1.0 (1 license) <p>6. Software for payment kiosk:</p> <ul style="list-style-type: none"> • Operating System Windows 7 POS-ready (1 license) • The application of the payment system: NT.Kiosk 2.0 (1 license) <p>7. Services:</p> <ul style="list-style-type: none"> • The rent of places: 3 months • Branding and Marketing: IndoorTV advertising Package and Taunigma Start package. 			
Total:				

Total price of the **Product** is nine thousand and nine hundred US dollars.

SIGNATURES AND SEALS OF THE PARTIES

Seller:

_____ L.S.

Buyer:

_____ L.S.

DELIVERY-ACCEPTANCE ACT

Taunigma FZE, hereinafter referred to as the "Seller", represented by Managing Director Oxana Vishnichenko, acting under the Decision of Founders on the basis of the Purchase and Sale Agreement No. _____ batch No. _____ from _____, 20__, transfers, and _____, hereinafter referred to as the "Buyer", accepts:

No.	Name of Product (Model)	Quantity, items	Price per 1 item (including VAT), USD	Total price (including VAT), USD
1	<p>Interactive computer advertising and payment complex Taunigma-Combo includes:</p> <p>1. Payment kiosk that contains:</p> <ul style="list-style-type: none"> • Shell: NT-Combo • Circuit board: ASUS P5G41 • Sensor monitor Toshiba TFT17" • Additional monitor Toshiba TFT19" • Bill acceptor: MEI SCM (1000 bank notes) • Bills printer: Custom VKP-80 (80 mm) • UPS: Powercom WOW 700U • GPRS modem: MC52i • Audio system: Yes • Sensor door opening: Yes • Damper on the door: Yes • Memory: 1024 Mb • Lock: Latch type • Cards' Dispenser KYTronics KYT-213 • Dimensions: HxWxD 860x558x300 <p>2. Digital LED-display, with:</p> <ul style="list-style-type: none"> • Screen size: 42" • Resolution: 1920x1080 • Brightness: 350 nit • Aspect Ratio: 16:9 • Contrast Ratio: 5000:1 • Viewing angle (H/V): 178:178 • Connection: HDMI (CEC compatible) Analog D-SUB, USB, IR • Built-in TV-tuner • Audio System: Yes <p>3. The controller of advertising system, with:</p> <ul style="list-style-type: none"> • Processor ARM Cortex-A7 900MHz 4-cores • Memory: 1 Gb • Disk: 32 Gb • Uninterruptible power supply: UPS Plco TopEnd LP 1000 <p>5. Face tracking and recognition controller with minimum features:</p> <ul style="list-style-type: none"> • Processor Celeron J1900 • RAM: 4 Gb 	1	10,395	10,395

<ul style="list-style-type: none"> • Data storage at least 64 Gb • Wide-angle HD camera with optical autofocus <p>5. Software for advertising screen:</p> <ul style="list-style-type: none"> • OS: Linux Debian 8.2 • The app of advertising system: IndoorTV 1.0 (1 license) <p>6. Software for payment kiosk:</p> <ul style="list-style-type: none"> • Operating System Windows 7 POS-ready (1 license) • The application of the payment system: NT.Kiosk 2.0 (1 license) <p>7. Services:</p> <ul style="list-style-type: none"> • The rent of places: 3 months • Branding and Marketing: IndoorTV advertising Package and Taunigma Start package. 			
Total:			

The **Buyer** has no objections and claims to the appearance, quality and quantity of the accepted **Products**.

SIGNATURES AND SEALS OF THE PARTIES

Transferred by the Seller:

L.S.

Accepted by the Buyer:

L.S.