

Employment contract №02

Moscow city

January 9, 2019

Limited Liability Company "Action-digital" (LLC "Action-digital"), hereinafter referred to as the Employer, represented by the HR Director Olga Nikolaeva (patronymic: Nikolay), acting on the basis of power of attorney №7 dated January 9, 2019, on the one hand, and Citizen of the Russian Federation Vladislav Gurabanidze (patronymic: Georgi), hereinafter referred to as the Employee, on the other hand, have entered into this employment contract as follows:

1. The Subject of the Agreement

- 1.1. This employment contract governs labor and other relations directly related to them between the Employee and the Employer.
- 1.2. The employee is hired in a structural unit: Information Technology Department / Development Department / Development Department (PHP): the position of Engineer - PHP Programmer.
- 1.3. The place of work of the Employee is located at the address: 127015, Moscow, Novodmitrovskaya street, house №5A, building №8.
- 1.4. The employee officially takes up his job duties on January 9, 2019.
- 1.5. This agreement is concluded for an indefinite period.
- 1.6. Work under this contract is the main one for the Employee.
- 1.7. In order to verify the compliance of the Employee with the work entrusted under this contract, the Employee is set a trial period of 3 (three) months.

2. Labor function of the employee

- 2.1. The Employee reports directly to the Head of the Department, who sets goals, objectives and systematically controls the activities of the Employee, or a person replacing him, as well as fulfills the instructions of the General Director of the company.
- 2.2. The Employer instructs, and the Employee assumes the performance of labor duties:
 - Assessment and performance of work on time in compliance with product quality standards;
 - Training junior developers;
 - Accounting for labor costs for software development;
 - Maintaining a high pace of development;
 - Interaction with customers and optimization of labor costs, by developing an optimal technical solution and feedback to the customer about possible options for reducing the cost of development;
 - Software development as a quality developer, in compliance with the accepted coding rules and regulations aimed at improving the quality of the code base.

3. Rights and obligations of the parties

The rights and obligations of the parties are established by the current legislation of the Russian Federation, agreements, local regulations, and an employment contract.

3.1. The employee must:

- know the goals, objectives, development strategy of the company, the structure of the company and its division;
- know and use the laws and regulations related to the performance of immediate duties;
- know and comply with the current forms of accounting, reporting and document flow used by the Employer. The order of registration, maintenance and storage of documentation related to the activities of the enterprise;
- to ensure the timely and reliable execution of all required reporting and other working documentation, taking into account the requirements of the legislation and the Employer;
- conscientiously and in full fulfill his labor duties assigned to him by this employment contract and other local regulations;
- plan his activities within the framework of labor duties in accordance with the goals, objectives of the company's development strategy, changing external and internal conditions of its activities, as in the short and long term.

- rationally organize your work in the assigned work, taking into account local regulations, including the orders and recommendations of the General Director, observing sanitary and hygienic standards, applying methods to optimize personal activities;

[page: 1] <employer signature - signed> <employee signature - signed>

- carry out in a high quality and timely manner, instructions, tasks, and orders of the General Director, immediate supervisor, as well as officials who give them in accordance with their competence for the type of activity of which, from the Employee it is necessary to perform certain operations related to the implementation of direct duties, and directly unrelated to them;
- to carry out related work in order to ensure interchangeability (when combining professions, jobs);
- efficiently, on time and in full to fulfill the established and approved plans and standards;
- collect information obtained in the process of performing job duties, analyze the data received and provide the processed information directly to the manager;
- comply with the internal labor regulations, other local regulations of the Employer, labor discipline, labor protection and labor safety requirements, other requirements that may be established by additional provisions or instructions of the Employer.
- take good care of the property of the Employer (including the property of third parties held by the Employer, if the Employer is responsible for the safety of this property).
- be financially liable in the event of direct actual damage caused to the Employer through the fault of the Employee. The fact of the Employee's fault and the amount of material liability are determined in accordance with the current legislation of the Russian Federation;
- not to use the objects of intellectual property of the Employer in cases not related to the performance by the Employee of his job duties, not to harm the business reputation of the Employer;
- not to give interviews, not to hold meetings and negotiations concerning the activities of the Employer, without the permission of the management;
- to transfer to the Employer in full the exclusive rights to intellectual property objects developed and created by him in the performance of his labor duties under the concluded labor contract, including, but not limited to works, materials and so on created by the Employee and published under pseudonyms;
- when performing work duties under the concluded employment contract, process personal data of individuals in accordance with the current legislation of the Russian Federation on the protection of personal data, for the purposes and methods specified in the relevant provisions on the processing of personal data;
- do not disclose, do not report, do not transfer, do not send to third parties without the appropriate permission of the company's management information, documents, computer programs and / or any information constituting a commercial, official and / or other secret of the Employer and / or its partners, which has become known to the Employee in connection with and in the performance of his official duties, including not disclosing the personal data of another Employee or another natural person, which became known to the Employee with the performance of his job duties. An employee who has disclosed an official and / or commercial secret and / or has received information that constitutes an official and / or commercial secret by illegal methods is obliged to compensate for the losses caused, and / or may be dismissed under subparagraph "b" of paragraph "6" of Article "81" of the Labor Code of the Russian Federation;
- by order of the Employer to go on business trips;
- inform within three days about the change of place of residence, contact phone numbers, passport, documentary and other personal data;
- Immediately notify the manager and the specialist responsible for work with personnel about the reasons for his absence from work and the expected duration of absence, in case of illness or accident, and timely provide supporting documents;
- in case of termination of this agreement, return all material and technical values to the Employer transferred to him for ensuring labor activity;
- to contribute to the development of the Employer company, to show respect and benevolent attitude towards clients, employees and business partners of the Employer;

- improve their professional qualifications. When the Employee is sending at the expense of the Employer to study to improve their qualifications, the Employee undertakes to work for the Employer for at least 1 (one) calendar year from the date of graduation, or another period established by the training agreement. In case of dismissal without good reason before the expiration of the term stipulated by the employment contract or the employee training agreement at the expense of the Employer, provided for in Article "249" of the Labor Code of the Russian Federation, reimburse all material costs associated with his training;

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- when concluding an employment contract after a previously concluded apprenticeship contract with a job seeker, the Employee undertakes to work for the Employer for 1 (one) calendar year, or another period established by the apprenticeship contract. In case of dismissal without good reason, including dismissal of his own free will without working for the Employer within 1 (one) calendar year from the date of the conclusion of the employment contract, after the previously concluded apprenticeship agreement with the person seeking work, reimburse all material costs associated with his training.

3.2. The employee has the right to:

- conclusion, amendment and termination of an employment contract in the manner and under the conditions established by the labor legislation of the Russian Federation, other federal laws;
- provision of work stipulated by the employment contract;
- a workplace equipped in accordance with the conditions necessary for the performance of their duties and complies with the state regulatory requirements for labor protection;
- payment for business-trip, if it is necessary when performing a job function;
- making decisions, signing documents within their competence;
- timely and full payment of wages in accordance with their qualifications, complexity of work, quantity and quality of work performed;
- rest, provided by the establishment of normal working hours, the provision of weekly days off, non-working holidays, paid annual leave;
- complete reliable information about working conditions at the workplace;
- vocational training, retraining and advanced training in the manner prescribed by the labor legislation of the Russian Federation;
- protection of their labor rights, freedoms and legal interests in all ways not prohibited by law;
- compensation for harm caused to him in connection with the performance of labor duties, and compensation for moral damage in the manner prescribed by the legislation of the Russian Federation, other federal laws;
- compulsory social insurance in cases stipulated by federal laws;
- familiarization with draft decisions of the management concerning its activities and the activities of its divisions;
- obtaining information and documents necessary for the uninterrupted, efficient work of the unit and the fulfillment of its job duties, provided that it is not performed in a timely manner.

3.3. The employer is obliged:

- comply with the legislation of the Russian Federation, other regulatory legal acts containing labor law norms, local regulations, terms of an employment contract and additional agreements;
- provide the Employee with work stipulated by this employment contract;
- to ensure the safety and working conditions that meet the state regulatory requirements for labor protection.
- provide the Employee with equipment, tools, technical documentation and other means necessary for the performance of labor duties;
- to provide for the everyday needs of the Employee related to the performance of their labor duties;
- timely pay in full the salary due to the Employee in a timely manner;
- to carry out compulsory social insurance of the Employee in the manner prescribed by the current legislation of the Russian Federation;
- to comply with the undertaken obligations to provide the Employee with social guarantees of employment and incentives for success in work in accordance with the current labor legislation (article "22" of the labor code of the Russian Federation);

- to reimburse the harm caused to the Employee in connection with the performance of his labor duties, as well as compensate for moral harm in the manner and on the terms established by the current legislation of the Russian Federation;
- to fulfill other obligations stipulated by the current legislation of the Russian Federation, which contains the norms of labor law.

3.4. The employer has the right:

- conclude, modify and terminate an employment contract with the Employee in the manner prescribed by the labor legislation of the Russian Federation;
- to adopt local regulations and bring them to the Employee against signature, in accordance with the legislation of the Russian Federation;
- to encourage the Employee for conscientious and effective work;
- control the work of the Employee in terms of his performance of labor duties;

[page: 3] <employer signature - signed> <employee signature - signed>

- demand that the Employee fulfill his job duties and respect the property of the employer (including the property of third parties held by the employer, if the employer is responsible for the safety of this property) and other Employees, compliance with the internal labor regulations and other local regulations;
- to bring the Employee to disciplinary and material liability for non-compliance with labor discipline, causing material and other damage to the employer by his actions, disclosing confidential information, violation of the internal labor regulations, failure to perform or improper performance of labor and other duties, including in the form of dismissal under paragraph "5" of article "81" of the labor code of the Russian Federation;
- to use the objects of intellectual property developed and created by the Employees in the performance of their labor duties within the framework of the concluded labor contracts, being the right holder of all copyright and general rights to objects of intellectual property.

4. Working hours and rest time

4.1. The employee is assigned an eight-hour working day and a five-day working week with two days off - Saturday and Sunday. The duration of the working week is 40 (forty) hours.

4.2. Working hours are distributed from Monday to Friday as follows:

- start of work - 00:00
- end of work - 00:00

The employee performs work duties in conditions of irregular working hours.

4.3. The employee is set a daily one-hour lunch break from 13:00 to 14:00, possibly based on the needs of the unit, in agreement with the head, the provision of a one-hour lunch break at other times.

4.4. The employee is provided with annual paid leave with a total duration of at least 28 calendar days per year in accordance with the procedure established by the labor legislation of the Russian Federation. By agreement between the Employee and the Employer, the annual paid leave may be divided into parts. Moreover, at least one of the parts of this leave must be at least 14 calendar days. Leave for the first year of work is granted after six months of continuous work in the organization.

4.5. For irregular working hours, the Employee is provided with an additional annual paid leave of 3 calendar days.

4.6. With the consent of the Employer, the Employee, upon his application, may be granted unpaid leave.

4.7. Working hours and rest hours, working conditions on holidays and pre-holidays are governed by the internal labor regulations and the current labor legislation of the Russian Federation.

5. Remuneration of the employee

5.1. For the performance of the function defined by this labor contract, the employee is set an official salary in the amount of **120,000.00** (one hundred twenty thousand rubles 00 kopecks) per month, in accordance with the staffing table.

5.2. The Employer pays the Employee a salary and other types of monetary remuneration in accordance with the procedure established by the labor legislation of the Russian Federation in Russian rubles, by transferring funds to the

Employer's bank account opened by the Employer, no later than the 5th and 20th day of each month, or by issuing cash funds in the employer's cash desk.

5.3. The procedure and terms for the payment of wages, working conditions on holidays and pre-holiday days are governed by the internal labor regulations and the current labor legislation of the Russian Federation.

6. Modification and termination of an employment contract

6.1. All changes and additions to this employment contract are formalized by bilateral supplementary agreements in writing, which are an integral part of this employment contract.

6.2. This employment contract can be terminated by either of the parties only on the grounds and in the manner prescribed by the current labor legislation of the Russian Federation.

6.3. In all cases of termination of the employment contract, the day of dismissal of the Employee is the last day of his work.

7. Responsibility of the parties to the employment contract

7.1. The Employer and the Employee are responsible for non-fulfillment or improper fulfillment of obligations under this employment contract in accordance with the current legislation of the Russian Federation.

7.2. The party to the employment contract (Employer or Employee) that caused damage to the other party shall compensate for the damage in accordance with the current legislation of the Russian Federation.

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7.3. In the cases and in the procedure established by the current legislation of the Russian Federation, the Employee may be liable for the full amount of damage caused to the Employer.

7.4. The parties to the employment contract, guilty of violating the rules governing the receipt, processing and protection of confidential information, bear disciplinary, administrative, civil law or criminal liability in accordance with the current legislation of the Russian Federation.

8. Final provisions

8.1. The terms of this employment contract are confidential and not subject to disclosure.

8.2. The terms of this employment contract are legally binding on both parties.

8.3. Disputes between the parties arising from the performance of an employment contract are considered in the manner prescribed by the current legislation of the Russian Federation.

8.4. In all other respects that are not provided for by this employment contract, the parties are guided by the legislation of the Russian Federation governing labor relations.

8.5. This employment contract is drawn up in Russian in two copies with equal legal force, one of which is kept by the Employer, the other - by the Employee.

8.6. This employment contract comes into force from the moment it is signed by both parties.

9. Addresses, bank details and signatures of the parties to the employment contract

Employer: Limited Liability Company "Action-digital" (LLC "Action-digital" Action MCFR)

IDN: 7715670503, CKPT: 770201001

40702810638120011539, BIC: 044525225

PJSC Sberbank

Legal address of the company: 129110, Moscow city, Gilyarovskogo street, house №57, building №1, floor №5, room №40.

The actual address of the company: 127015, Moscow city, Novodmitrovskaya street, house №5A, building №8.

HR Director on the basis of power of attorney №7 dated: January 9, 2019

<signature of the Employer: signed> O. N. Nikolaeva <seal: Limited Liability Company "Action-digital">

Employee: Vladislav Gurabanidze (patronymic: Georgi)

Passport: series: 45 18, number: 977133

Issued by: Main Directorate of the Ministry of Internal Affairs of Russia in Moscow, dated: December 13, 2018

Registered: Russia, 108833, Moscow, Mikhailovo-Yartsevskoye, Luzhki, Solnechny gorod, micro-district №1, house №261

<signature of the Employee: signed> Gurabanidze V. G.

Before signing an employment contract, I am familiar with the local regulations:

Internal labor regulations; regulations on commercial secrets; regulation on the protection of personal data of employees; regulations on additional social package and material assistance to employees; rules for the use of corporate information services and company resources; safety regulations, labor protection and fire safety, I undertake to comply with them.

I accept the agreement on the recognition of the internal regulations and non-disclosure of commercial and official secrets.

I agree for the Employer to carry out any actions in relation to my personal data within the framework of the current legislation. The rights and obligations in the field of personal data protection have been explained to me.

<signature of the Employee: signed> Gurabanidze V. G.

One copy of the employment contract was received by <employee signature: signed> V. G. Gurabanidze

[page: 5] <employer signature - signed> <employee signature - signed>

CERTIFICATION OF THE TRANSLATION

I, Anna Chumburidze, certify that I am fluent in English and Russian, and that the above document (translation) is a complete and accurate translation of the attached document.

Address: 4 Brothers Zubalashvili street, Tbilisi city, Republic of Georgia, Postal code: 0108

E-mail: annachumburidze@gmail.com

Given name and surname: Anna Chumburidze

Date: 25 April 2021

Signature of translator: _____



Remarks: For EB1A and EB2-NIW Petition

See all documents, web link: <http://makler24.ge/doc/3/>

EB1A full Petition (PDF file, 69 pages), web link-URL: http://makler24.ge/doc/3/0.petition_eb1a.pdf

EB2-NIW full Petition (PDF file, 67 pages), web link: http://makler24.ge/doc/3/0.i-140_eb2-niw_cover_letter.pdf

Filled and signed ETA-750B form web link-URL: <http://makler24.ge/doc/3/0.750b.pdf>

Filled and signed ETA-9089 form web link-URL: <http://makler24.ge/doc/3/0.f9089v10.pdf>