

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is effective the 1st day of April, 2020 (the “Effective Date”) between:

CROMBY SERVICES LLP, company No. OC371492, having its registered office at: PO Box 4385, OC 371492 – Companies House Default Address, Cardiff, CF 148LH, United Kingdom, represented by Director Ponimaskina Elena (the “Employer”), and

MR. KROPACHEV VLADISLAV, ID No. N17301615, born on 15 August 1997, residing at KARAGANDA, SATYBALDINA, 7/2, apt. 13 (the “Employee”),

each referred to as a “Party” and jointly as the “Parties”.

WHEREAS, the Employer and the Employee wish to enter into an employment relationship under the terms and conditions set forth in this Agreement.

1. JOB TITLE AND DUTIES

1.1. The Employee’s position shall be **Chief Marketing Officer**.

1.2. The Employee’ duties (the “Duties”) shall be the following:

- (a) Develop and execute a comprehensive marketing strategy aligned with overarching business goals.
- (b) Define brand vision and positioning to differentiate products/services in the competitive landscape.
- (c) Oversee and optimize the marketing budget to maximize Return on Investments (ROI), ensuring cost-effectiveness across all initiatives.
- (d) Utilize data-driven insights to guide strategic decisions, track KPIs, and measure campaign effectiveness.
- (e) Lead market research to understand industry trends.

1.3. The Employee will perform such additional duties that the Employer may from time to time designate that are consistent with the usual duties of this position.

1.4. The Employee will report to Director.

2. TERM OF EMPLOYMENT

2.1. The Employee’s term of employment starts on the Effective Date and will continue for a period of 3 years from the Effective Date until terminated by either Party in accordance with Section 12 of this Agreement or as otherwise provided under this Agreement. Any previous employment on the part of the Employee will not count as part of his period of continuous employment.

2.2. Taking into account ongoing economic conditions and the Employee’s personal financial achievements during the first 3 years of employment the Employer may offer the Employee to continue employment beyond the period of 3 years from the Effective Date, on the terms and conditions set out in this Agreement.

2.3. If the Employer continues the employment relationship as set out in 2.2 above, the Employer will give the Employee 30 days prior written notice.

3. PROBATION PERIOD

3.1. This Employee's employment is subject to a probation period of 6 months.

3.2. If the Employer considers the Employee has failed to satisfactorily carry out his Duties during the probation period the Employer may either terminate the Employment Agreement upon expiration of the probation period by providing written notice of termination of 1 week or additionally extend the probation period for 1 month.

4. REMUNERATION AND BENEFITS

4.1. **Remuneration:** The Employee will be paid a Fixed Gross Salary in the amount of **EUR 12.000.00**. Fixed Gross Salary will be paid monthly, on the 10th day of each month.

4.2. **Benefit Payments:** In addition to the Remuneration specified in Clause 4.1. above, the Employer will reimburse the Employee for all reasonable Travel and Representation Expenses incurred by the Employee in connection with the performance of his Duties (collectively, the "Expenses"). All Expenses will be reimbursed monthly upon submission by the Employee of satisfactory receipts.

5. PLACE OF WORK

5.1. Remote Work Arrangement: The Employer and the Employee agree that the Employee shall perform his Duties under the Agreement remotely.

5.2. The Employee agrees to maintain the same level of productivity and professionalism as required on-site. The Employee shall remain fully accessible via email, Slack, Zoom, phone during the agreed-upon working hours of 9:00 AM to 5:00 PM.

6. WORKING TIME

6.1. The Employee will discharge all his Duties and responsibilities during normal working hours in accordance with The Working Time Regulations 1998 (the "Regulations").

6.2. The Employee will normally work from Monday to Friday, 8 hours per day, less 1 hour for lunch to be taken at any time between 12:00 and 15:00. From time to time Employee may be required to work additional hours and outside normal working time.

7. ANNUAL LEAVE

7.1. The Employee is entitled to 22 days paid Annual Leave in accordance with the Regulations. Annual Leave should be taken in tranches, one of which should be no more than 14 days.

7.2. Where the Employee wishes to take Annual Leave, the Employee is required to provide a minimum of 2 weeks notice in advance to the Employer requesting leave on specific dates.

7.3. Where the Employer and Employee have been unable mutually to agree when outstanding Annual Leave is to be taken, the Employer may direct that Annual Leave is to be taken by giving the Employee 2 weeks notice in writing.

8. SICK LEAVE

8.1. The Employee is entitled to 30 days Sick Leave per annum. For a period of Sick Leave of more than 30 days per annum the Employee shall be paid Statutory Sick Pay ("SSP") only.

8.2. Sick Leave can be used when the Employee is sick or injured, or where the Employee's spouse or a dependent person (such as a child or elderly parent) is sick or injured and needs care.

8.2. If the Employee is unable to come to work for any reason the Employee must inform the Employer by 9:00 am on the first day of his absence.

8.3. Medical certificates are required if the Employee is absent due to sickness for more than 7 consecutive calendar days. The Employee shall complete self-certification form to certify himself as sick for the first 7 calendar days.

8.4. Where there have been doubts as to the genuine nature of Sick Leave the Employer may require the Employee to obtain a medical certificate in respect of any period of Sick Leave of less than 7 consecutive days.

9. STATUTORY HOLIDAYS (PUBLIC AND BANK HOLIDAYS)

9.1. The Employee is entitled to Public and Bank Holidays (the "Statutory Holidays"). The Employee shall be entitled to a day off on full pay where a holiday falls on a day that would otherwise be a working day for the Employee. Payment shall be calculated on the basis of the Employee's relevant pay.

9.2. If the Employee is required to work on a Public and Bank Holiday, the Employee shall be paid at the rate of time actually worked on that day based on the Employee's relevant daily pay or alternative 1 holiday day shall accrue to be taken by the Employee at a mutually agreed time.

10. NON-COMPETITION

10.1. Unless otherwise agreed in writing, the Employee must work exclusively for the Employer throughout the term of the Employee's employment under this Agreement and not directly or indirectly be engaged in any other employment, work or business (for which the Employee receives payment) except the Employer.

11. CONFIDENTIALITY

11.1. The Employee agrees that he will not at any time, whether during the Term of this Agreement or after the Employee's employment has terminated, disclose to any person any confidential information the Employee obtains during his employment with the Employer, except:

- (a) The Employee deems such disclosure or use reasonably necessary or appropriate in connection with performing the Employee's duties on behalf of the Employer;
- (b) The Employee is required by order of a court of competent jurisdiction to disclose or discuss any confidential information, provided that in such case, the Employee will promptly inform the Employer of such event, will cooperate with the Employer in attempting to obtain a protective order or to otherwise restrict such disclosure and will only disclose confidential information to the minimum extent necessary to comply with any such court order; or
- (c) Such confidential information becomes generally known to the public and available for use, other than as a result of any action or inaction by the Employee.

11.2. Unless otherwise agreed in writing, all confidential records, documents and other papers together with any copies or extracts thereof, and whether held electronically or otherwise, made or acquired by the Employee in the course of his employment shall be the property of the Employer and must be returned to the Employer on termination of the Employee's employment.

11.3. For the purpose of this Section 11 "Confidential Information" shall include all information which has been specifically designated as confidential by the Employer and any information which relates to:

- (a) The personal details about any person who discloses information to the Employer;
- (b) The Employer's customer list;
- (c) Information regarding the Employer's business and financial activities including pricing information, compensation and fee information, employment pay information and data;
- (d) The trade secrets of the Employer including strategic plans, financial matters etc.

11.4. The Employee shall not make any comment or statement (whether or not in writing) about the Employer or any of the Employer's activities to the media without the prior approval of the Employer.

11.5. The Employee shall keep the contents of this Agreement confidential except for the purpose of obtaining legal and/or financial advice or as otherwise required by law.

12. TERMINATION

This Agreement may be terminated by either the Employer or the Employee under the following circumstances:

12.1. Termination by the Employer.

12.1.1. The Employer may terminate the Employee's employment with the Employer for any reason at any time with or without notice.

12.1.2. The Employer may terminate the Employee's employment **for "Cause"**. A termination for Cause must be for one or more of the following reasons:

- (a) continued non-performance by the Employee of the Employee's duties hereunder (other than by reason of the Employee's physical or mental illness, incapacity or disability) when such non-performance has continued for more than 30 days following written notice of such non-performance;
- (b) the Employee's refusal or failure to follow lawful instructions where such refusal or failure has continued for more than 30 days following written notice of such refusal or failure;
- (c) a criminal or civil conviction of the Employee, or other conduct by the Employee that, as determined in the sole discretion of the Employer, has resulted in, or would reasonably be expected to result in if the Employee were retained in the Employee's position with the Employer, material injury to the reputation of the Employer, including without limitation, conviction of fraud, theft, embezzlement or an issue involving moral turpitude;
- (d) a breach by the Employee of any provision of this Agreement;
- (e) conduct by the Employee constituting a material act of misconduct in connection with the performance of the Employee's duties, including, without limitation, violation of the Employer's policy on sexual harassment, misappropriation of funds or property of the Employer other than the occasional, customary and de minimis use of the Employer's property for personal purposes or any other act of misconduct as determined in the sole discretion of the Employer.

12.2. Termination by the Employee.

12.2.1. The Employee may terminate this Agreement at any time **for "Good Reason"**, which is defined as any one of the following:

- (a) a repeated failure of the Employer to comply with a material term of this Agreement;
- (b) a substantial and unusual increase in the Employee's duties and responsibilities without an offer of additional reasonable compensation; or
- (c) a substantial and unusual reduction in the Employee's duties and responsibilities.

Prior to the Employee's termination of this Agreement for Good Reason under (a), (b) and (c) above, the Employee must provide the Employer with 30 days advance written notice in which the Employer may resolve the issue.

12.2.2. The Employee may terminate the Employee's employment with the Employer **for any reason at any time** upon 30 days prior written notice to the Employer. Notwithstanding the foregoing, if the Employee terminates under this Section 12.2.2., the Employer will not be required to continue the Employee's employment during the notice period and may determine an earlier date on which the

Employee's employment will end, subject to the Employer paying the Employee a payment in lieu of any unexpired period of notice.

13. COMPENSATION UPON TERMINATION

13.1. If the Employee's employment with the Employer is terminated by the Employer **for Cause**, the Employer will, within 30 days of such termination, pay to the Employee in a lump sum amount the Employee's accrued and unpaid Fixed Gross Salary and unreimbursed Expenses.

13.2. If the Employee's employment with the Employer is terminated by the Employer **without Cause**, by the Employee **for Good Reason** and for any reason as specified in Section 12.2.2., the Employer will, within 30 days of such termination, pay to the Employee accrued and unpaid Fixed Gross Salary, unreimbursed Expenses and bonus, if any.

13.3. Upon compliance with Sections 13.1. and 13.2. above, as applicable, the Employer will have no further obligations to the Employee unless otherwise provided in any other agreement between the Employer and the Employee or any addendum to this Agreement.

14. COLLECTIVE AGREEMENT

14.1. There are no collective agreements effecting the terms and conditions of the Employee's employment.

15. REPRESENTATIONS AND WARRANTIES OF THE EMPLOYEE

15.1. The Employee represents and warrants to the Employer that:

- (a) The Employee is under no contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Employees Duties hereunder;
- (b) The Employee's execution of this Agreement and performance of the Duties under the Agreement will not violate any obligations that the Employee may have to any other or former employer, person or entity, including any obligations to keep in confidence proprietary information, knowledge or data prior to becoming an employee of the Employer.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. All deliverables, reports, specifications and materials generated by the Employee in the course of Duties under the present Agreement shall be the exclusive property of the Employer.
- 16.2. The Employee shall not use such materials for any purpose unrelated to this Agreement without prior written consent of the Employer.
- 16.3. Background materials, methods, or templates developed by the Employee prior to this Agreement remain the Employee's property, but the Employer is granted a non-exclusive license to use them if incorporated into deliverables.

17. GOVERNNING LAW AND DISPUTE RESOLUTION

- 17.1. This Agreement shall be construed and governed in accordance with the laws of United Kingdom.
- 17.2. Any disputes arising out of or relating to this Agreement shall be resolved by the Parties by way of negotiations. If the Parties fail to settle a dispute, the Parties shall submit a dispute for resolution to the competent Court in the United Kingdom.

18. MISCELLANEOUS

- 18.1. This Agreement contains the entire agreement of the parties relating to the subject matter hereof.

18.2. This Agreement supersedes any prior written or oral agreements or understandings between the Parties relating to the subject matter hereof. No modifications or amendment of this Agreement, or addenda to this Agreement shall be valid unless in writing and signed by the Employer and the Employee.

18.3. The failure of a Party to require performance of any provision of this Agreement shall in no manner affect the right of such Party at a later time to enforce any provision of this Agreement.

18.4. A waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition.

18.5 This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, rules and regulations.

18.6. The headings in this Agreement are inserted for convenience of reference only and shall not be a part of, or control, or affect the meaning of, any provision hereof.

18.7. This Agreement shall not be construed against any party on the grounds that such party drafted this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement effective as of the date first written above.

The Employer


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Ponimaskina Elena, Director



The Employee


.....
Mr. Kropachev Vladislav

Cromby Services LLP

3 Hornton Place, First Floor Office, London, England, W8 4LZ
Reg. No. OC371492

Payslip

Non-UK resident / remote worker (Kazakhstan) — no UK tax, NI or pension deducted

Company:	Cromby Services LLP	Employee name:	Kropachev Vladislav
Pay period:	October 2022	Department:	Marketing
Payment method:	Bank Transfer	Employee payroll no.:	10847
Payment period:	31 October 2022	Employee tax code:	N/A – Non-UK Resident

PAYMENTS		DEDUCTIONS		YEAR TO DATE	
Basic Salary	EUR 12,000.00	Income Tax / NI / Pension:	N/A	Total pay to date:	EUR 120,000
		Not applicable — non-UK resident		Taxable pay to date:	EUR 120,000
				Tax paid to date:	EUR 0.00
				THIS MONTH	
				Gross pay:	EUR 12,000.00
				Income tax:	EUR 0.00
				National insurance:	EUR 0.00
Total gross payments:	EUR 12,000.00	Total deductions:	EUR 0.00	Net pay:	EUR 12,000.00

	Employee NI no.:	N/A – Non-UK Resident
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Payslip

Non-UK resident / remote worker (Kazakhstan) — no UK tax, NI or pension deducted

Company:	Cromby Services LLP	Employee name:	Kropachev Vladislav
Pay period:	November 2022	Department:	Marketing
Payment method:	Bank Transfer	Employee payroll no.:	10847
Payment period:	30 November 2022	Employee tax code:	N/A – Non-UK Resident

PAYMENTS		DEDUCTIONS		YEAR TO DATE	
Basic Salary	EUR 12,000.00	Income Tax / NI / Pension:	N/A	Total pay to date:	EUR 132,000
		Not applicable — non-UK resident		Taxable pay to date:	EUR 132,000
				Tax paid to date:	EUR 0.00
				THIS MONTH	
				Gross pay:	EUR 12,000.00
				Income tax:	EUR 0.00
				National insurance:	EUR 0.00
Total gross payments:	EUR 12,000.00	Total deductions:	EUR 0.00	Net pay:	EUR 12,000.00

	Employee NI no.:	N/A – Non-UK Resident
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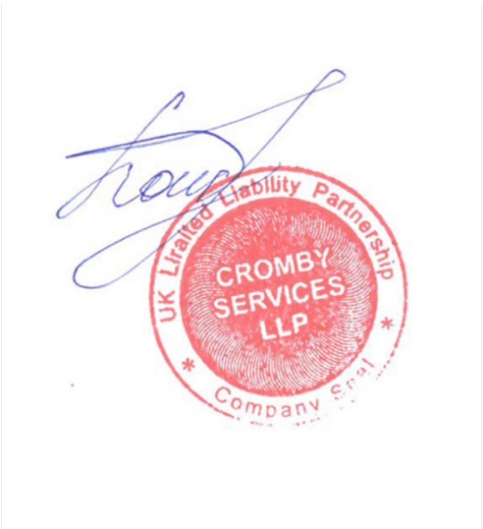
Payslip

Non-UK resident / remote worker (Kazakhstan) — no UK tax, NI or pension deducted

Company:	Cromby Services LLP	Employee name:	Kropachev Vladislav
Pay period:	December 2022	Department:	Marketing
Payment method:	Bank Transfer	Employee payroll no.:	10847
Payment period:	31 December 2022	Employee tax code:	N/A – Non-UK Resident

PAYMENTS		DEDUCTIONS		YEAR TO DATE	
Basic Salary	EUR 12,000.00	Income Tax / NI / Pension:	N/A	Total pay to date:	EUR 144,000
		Not applicable — non-UK resident		Taxable pay to date:	EUR 144,000
				Tax paid to date:	EUR 0.00
				THIS MONTH	
				Gross pay:	EUR 12,000.00
				Income tax:	EUR 0.00
				National insurance:	EUR 0.00
Total gross payments:	EUR 12,000.00	Total deductions:	EUR 0.00	Net pay:	EUR 12,000.00

	Employee NI no.:	N/A – Non-UK Resident
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Payslip

Non-UK resident / remote worker (Kazakhstan) — no UK tax, NI or pension deducted

Company:	Cromby Services LLP	Employee name:	Kropachev Vladislav
Pay period:	January 2023	Department:	Marketing
Payment method:	Bank Transfer	Employee payroll no.:	10847
Payment period:	31 January 2023	Employee tax code:	N/A – Non-UK Resident

PAYMENTS		DEDUCTIONS		YEAR TO DATE	
Basic Salary	EUR 12,000.00	Income Tax / NI / Pension:	N/A	Total pay to date:	EUR 12,000
		Not applicable — non-UK resident		Taxable pay to date:	EUR 12,000
				Tax paid to date:	EUR 0.00
				THIS MONTH	
				Gross pay:	EUR 12,000.00
				Income tax:	EUR 0.00
				National insurance:	EUR 0.00
Total gross payments:	EUR 12,000.00	Total deductions:	EUR 0.00	Net pay:	EUR 12,000.00

	Employee NI no.:	N/A – Non-UK Resident
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