

JAGUAR CLUB RUSSIA
JAGUAR ENTHUSIASTS CLUB
PARTNER AGREEMENT

THIS AGREEMENT is dated October 6, 2017.

PARTIES

OOO Jaguar Club Russia LTD incorporated and registered in Russian Federation whose registered office is at Moskovskaya Oblast, Chernogolovka, ul. Solnechnaya, 4 unit 1 ("JCR").

Jaguar Enthusiasts Club a company, limited by guarantee, in England and Wales whose registered office is, Abbeywood Office Park, Filton, Bristol BS34 7JU ("JEC")

BACKGROUND

- (A) Jaguar Club Russia is engaged in providing services to Jaguar car owners including but not limited to social events and classic car valuation and assessment.
- (B) Jaguar Enthusiasts Club is a leading Jaguar car owners club providing a wide range of services to its members, other Jaguar car owners and general public in the United Kingdom and internationally.
- (C) JEC wishes to appoint JCR as its exclusive (except as set forth below) representative to promote, market and sell JEC services (as defined below) with JCR services (as defined below) in the assigned territory (as set forth in Schedule 1).

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Part 1. Assigned territory: the geographical area described in Schedule_1;

Part 2. Business Day: any day which is not a Saturday, Sunday or public holiday in the UK or in Russian Federation.

Part 3. Combined Services: a combination of JEC services and JCR services developed, marketed and provided by JCR to its customers as more particularly described in Schedule 3.

Part 4. JCR services: all or any part(s) of any services of the type and specification listed in Schedule 3 and the associated documentation relating to each of them, excluding any services provided by JEC or other third parties, that may form part of JCR service.

Part 5. JEC services: all or any part(s) of any services of the type and specification listed in Schedule 3 and the associated documentation relating to each of them and

which JEC wish to sell to JCR, OR may permit JCR, by express notice in writing, to market pursuant to this agreement.

Part 6. Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or otherwise identified as Confidential Information, as further defined in clause 11.

Part 7. Control: the ability to direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise.

Part 8. Effective Date: the date of this agreement.

Part 9. Legislation: any statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body having jurisdiction over the applicable party.

Part 10. Specification: the nature and details of Services, as set out in Schedule 3.

Part 11. Trade Marks: any trademarks or trade names, including the trade mark registrations and applications specifically identified in this agreement and Schedules.

Part 12. Year: the period of 12 months from the Effective Date and each consecutive period of 12 months thereafter during the term of this agreement.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
 - 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
 - 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
 - 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
 - 1.8 A reference to writing or written includes faxes and e-mail.
 - 1.9 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
2. Appointment

- 2.1 JEC hereby appoints JCR as its exclusive representative to combine the JEC Services with JCR Services into Combined Services in the Territory on the terms of this agreement. The rights granted to JCR in this agreement are non-transferable .
- 2.2 JCR shall be entitled to describe itself as an "Authorised Representative" of JEC but shall not represent itself as an agent of JEC for any purpose, nor pledge JEC's credit or give any condition or warranty or make any representation on JEC's behalf or commit JEC to any contracts. Further, JCR shall not without JEC's prior written consent make any representations, warranties, guarantees or other commitments or otherwise incur any liability on behalf of JEC howsoever arising.
- 2.3 Subject to the terms and conditions of this agreement, JEC grants to JCR a limited, non-exclusive, non-transferable, non-sublicensable license to: (a) accurately translate and localise any articles, reports, marketing or other material created and provided by JEC to JCR into languages other than English; and (b) reproduce and make available the above mentioned material in accordance with this agreement. JCR must provide a copy of each translated material to JEC a reasonable amount of time before publishing, distributing, or making it otherwise available so that JEC may review for accuracy and approve the translated material. JCR will make reasonable efforts to address any issue raised by JEC regarding translated material.
- 2.4 JEC grants JCR the exclusive right to use marketing materials provided by JEC containing JEC trademarks and logotypes upon prior written approval from JEC of such materials. At the expiration or termination of this agreement, JCR shall immediately discontinue any use of the JEC trademarks or logotypes.

3. JCR's undertakings

JCR will:

- (a) purchase JEC's services for internal use or to combine with JCR's services, price and conditions of service to be reviewed from time to time and specified in Schedule 4 or further attachments to this Agreement;
 - (i) Specifically, JCR will ask JEC to produce reports regarding specification and authenticity of Jaguar cars as classic cars based on material provided by JCR to JEC and any additional material as required by JEC.
- (b) organise joint events, club runs, meetings and other activities for the benefit of JCR and JEC members, each activity subject to Parties' agreement;
- (c) translate and distribute JEC's material in the assigned territory via JCR's website or magazine, as explicitly agreed by Parties in each case.

- (d) maintain on its own account an inventory of the Combined Services at levels which are appropriate and adequate for JCR to meet all customer delivery requirements for the Combined Services;
- (e) keep electronic copies of the documentation relating to use of JEC's material and Combined Services;
- (f) inform JEC immediately of any changes in ownership or Control of JCR and of any change in its organisation or method of doing business which might affect the performance of Parties' duties in this agreement.

4. JEC's undertakings

JEC will:

- (a) provide services in good faith and to agreed format, price and specification as detailed under this Agreement; and
- (b) to approve or reject any information or material submitted by JCR within 28 days of receipt.
- (c) inform JCR immediately of any changes in ownership or Control of JEC and of any change in its organisation or method of doing business which might affect the performance of Parties' duties in this agreement.

5. Prices and payment

- 5.1 The prices to be paid by JCR to JEC for JEC Services are shown in Schedule 4, and as amended by Parties from time to time, unless a different deal specific price agreed by both parties in writing. The prices set forth on Schedule 4 are exclusive of taxes.
- 5.2 JEC shall give JCR 30 days' notice of any rises in the prices of the JEC Services.
- 5.3 JEC will invoice JCR monthly for the month concerned.
- 5.4 JCR shall pay the full amount invoiced to it by JEC in British Pounds within 30 days of the date of invoice, unless different term is agreed by both parties in writing.

6. Compliance with laws and regulations

- 6.1 JCR shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation of the JEC Services and/or Combined Services.
- 6.2 On receipt of notification from JCR, JEC shall, if commercially reasonable, cooperate with JCR to ensure that the JEC Services comply with any change in the Local

Regulations by the date of implementation of that change if commercially practicable, or as soon as is reasonably possible thereafter.

7. Not used

8. Intellectual Property Rights

8.1 JEC guarantees it owns all applicable intellectual property rights to any material provided to JCR, or is licensed or otherwise permitted to provide material by its respective owners.

8.2 Parties make no representation or warranty as to the validity or enforceability of the Intellectual Property Rights and the Trade Marks.

8.3 JCR shall not copy JEC material or any part of any of them except to the extent and for the purposes expressly permitted by this agreement.

8.4 Parties shall ensure that each reference to, and use of, any of the Trade Marks are accompanied by an acknowledgement in a form approved by the other Party, where applicable.

8.5 Parties shall not:

- (a) use any of the Trade Marks in any way which might prejudice their distinctiveness or validity or the goodwill of Parties therein;
- (b) use or attempt to register any trade marks or trade names so resembling any trade mark or trade names of the other Party as to be likely to cause confusion or deception;
- (c) challenge or assist others to challenge any Trade Mark (except to the extent expressly required by applicable law).

8.6 Other than the licences expressly granted under this agreement, neither party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights.

9. Confidentiality

9.1 Each party may have access to Confidential Information of the other party under this agreement. A party's Confidential Information shall not include information that:

- (a) is or becomes publicly known through no act or omission of the receiving party; or

- (b) was in the other party's lawful possession prior to the disclosure; or
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

9.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this agreement.

9.3 Each party agrees to take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

9.4 This clause 9 shall survive termination of this agreement for any reason.

10. Warranties

10.1 Each party represents, warrants and undertakes that:

- (a) it has full capacity and authority and all necessary consents to enter into and to perform this agreement and to grant the rights and licences referred to in this agreement and that this agreement is executed by its duly authorised representative and represents a binding commitment on it; and
- (b) it shall comply with all applicable Legislation in the performance of its obligations under this agreement.

11. Limitation of liability

11.1 The following provisions set out the entire financial liability of Parties (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other Party in respect of:

- (a) any breach of this agreement howsoever arising; and
- (b) any representation, misrepresentation (whether innocent or negligent) statement or tortious act or omission (including without limitation negligence) arising under or in connection with this agreement.

11.2 Except as expressly and specifically provided in this agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent

permitted by law, excluded from this agreement, including the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.

11.3 Parties shall not in any circumstances be liable whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- (a) loss of profits; or
- (b) loss of business; or
- (c) depletion of goodwill or similar losses; or
- (d) loss of anticipated savings; or
- (e) loss of goods; or
- (f) loss of use; or
- (g) loss or corruption of data or information; or
- (h) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

11.4 Other than in relation to any liability under this clause 11, Parties' total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the amount actually paid by JEC to JCR under this agreement in the 12 months preceding the date on which the claim arose.

12. Term and termination

12.1 This agreement shall commence on the Effective Date and shall continue for the period of 1 year, unless otherwise terminated as provided in this agreement. The term of this agreement shall automatically renew for yearly periods, unless either party notifies the other in writing at least 30 days prior to the end of the then current term.

12.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the agreement without liability to the other if:

- (a) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

- (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of such other party; or
- (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of such other party, or notice of intention to appoint an administrator is given by such other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986, if applicable); or
- (d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of such other party, or if any other person takes possession of or sells such other party's assets; or
- (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
- (f) the other party ceases, or threatens in writing to cease, to trade; or
- (g) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

12.3 Without prejudice to any other rights or remedies to which Parties may be entitled, Parties may terminate the agreement immediately upon written notice and without liability to the other Party if there is a change of Control of the Parties

13. Effects of termination

13.1 The termination of this agreement shall not of itself give rise to any Parties' liability to pay any compensation to the other Party for loss of profits or goodwill, to reimburse the other Party for any costs relating to or resulting from such termination, or for any other loss or damage.

14. Force majeure

Neither party shall in any circumstances be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the VAR or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm

or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.

15. Waiver

15.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

15.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

16. Severance

16.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

16.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17. Entire agreement

17.1 This agreement and any documents referred to in it constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

17.2 Each party acknowledges that, in entering into this agreement and the documents referred to in it, it does not rely on any statement, representation (whether innocent or negligent), assurance or warranty (Representation) of any person (whether a party to this agreement or not) other than as expressly set out in this agreement or those documents.

17.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this agreement.

17.4 Nothing in the clause shall limit or exclude any liability for fraud.

18. Amendments

Save as expressly provided in this agreement, no amendment or variation of this agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

19. Assignment

19.1 Parties shall not, without the prior written consent of the other Party, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

20. No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided in clause 2.

21. Third party rights

This agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

22. Notices

22.1 Any notice under this agreement must be in writing and must be delivered by hand or sent by pre-paid recorded delivery post to the other party at its address set out in this agreement or such other address as may have been notified by that party for such purposes, or sent by confirmed fax to the other party's fax number as set out in this agreement.

22.2 A notice delivered by hand will be deemed to have been received when delivered (or if delivery is not in Normal Business Hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post will be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax will be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

23. Governing law and jurisdiction

- 23.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.
- 23.2 The parties irrevocably agree that International Chamber of Commerce, Moscow has exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this agreement, its subject matter or its formation (including non-contractual disputes or claims), and each party hereby irrevocably consents to the exclusive jurisdiction and venue of this court.
- 23.3 This agreement is in the English language only, which language will be controlling in all respects, and all versions of this agreement in any other language will not be binding on the parties. All communications and notices to be made or given pursuant to this agreement will be in the English language.

On behalf of Jaguar Club Russia:

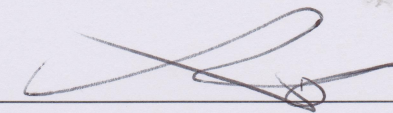
Signed:  _____

Name: Sergei Kovalev

Title: Member of the Management Board

Date: 6 October 2017

On behalf of Jaguar Enthusiasts Club:

Signed:  _____

Name: GRAHAM SEARLE

Title: GENERAL MANAGER

Date: 6th October 2017