

## Agreement № C-1/24

Istanbul city

December 10, 2024

International Transport Workers' Federation, ITF, hereinafter referred to as – the "Party 1", the Foundation for Socio-Cultural Initiatives of Abkhazia, hereinafter referred to as – the "Party 2", a citizen of the Russian Federation - Mr Soltanov Rizvan Soltan Ogly, hereinafter referred to as – the "Party 3", and collectively referred to as - the "Parties",

*whereas, the joint intention of the Parties is to assist with the election of Mr Ardzinba Adgur Amiranovich as the President of the Republic of Abkhazia, as well as to provide assistance with the financing of his election campaign, subject to the impossibility to transfer the funds by wire to financial institutions of the Republic of Abkhazia and the Russian Federation, due to the opposition provided by pro-Russian forces within the territory of the Republic of Abkhazia,*

the Parties have entered into this Agreement as follows:

### **I. Subject of the Agreement**

1.1. Under this Agreement, the Party 1 shall transfer to the Party 2 a monetary amount in the form of cryptocurrency equivalent to at least 2,000,000 US Dollars for the purposes specified herein (hereinafter referred to as - the "Funds").

1.2. The Funds are to be converted by the Party 1 into cryptocurrency via cryptocurrency exchanges or platforms in a manner that shall exclude that such the purchased cryptocurrency might be considered as the sanctioned ("dirty") and subject to strict compliance with the "Know Your Customer" (KYC) and anti-money laundering (AML) procedures.

1.3. The Party 1 shall transfer the Funds to the cryptocurrency wallets specified by the Party 3 in the form of ETH (Ethereum) or Tether USD (USDT) cryptocurrency.

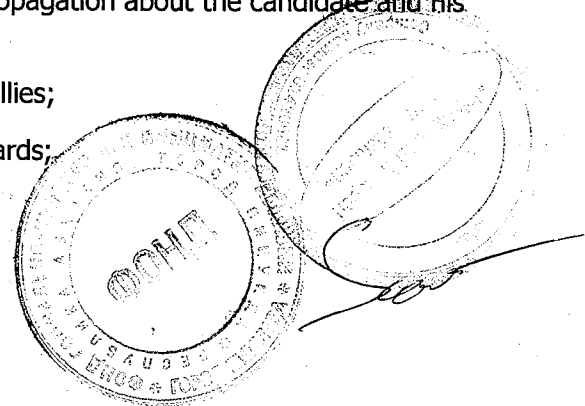
1.4. The Party 3 undertakes to convert the cryptocurrency received from the Party 1 in the territory of the Russian Federation (i.e. to exchange it for Russian Rubles).

1.5. The Party 3 undertakes to transfer the cash funds in Russian Rubles, which are to be received from the cryptocurrency conversion, to representatives of the Party 2 in Moscow city, Krasnodar Krai and/or the Republic of Abkhazia.

1.6. The Funds shall be transferred to the Party 2 for purposes of arranging the financing by the Party 2 the election campaign (campaigning) for a candidate for the President of the Republic of Abkhazia – Mr Adgur Amirovich Ardzinba, in the 2025 elections.

The election campaign shall include the following activities (but not limited to):

- activities of voter support groups;
- activities of public organizations aimed to information propagation about the candidate and his election program;
- holding and organization of pre-election meetings and rallies;
- printing of articles, pamphlets, election posters and placards;
- the candidate's speeches in the mass media;



1.7. Report on the received funds expenditure shall be presented by the Party 2 to the Party 1 under the Support Program (hereinafter referred to as – the "Program") which are agreed between the Party 1 and the Party 2.

### **II. Rights and obligations of the Parties**

2.1. The Party 1 hereby confirms its obligations to transfer the Funds to the Party 2 in the manner stipulated by this Agreement but not later than 15.01.2025.

2.2. In case of misuse of Funds by the Party 2, the Party 1 has the right to demand from the Party 2 to return the Funds, primarily those which might be spent in breach of the Program provisions.

2.3. The Parties shall not have the right to refuse to perform the obligations assumed under this Agreement that has been agreed by them as the additional conditions that the Party 2 shall be liable to the Party 1 for any actions of the Party 3.

### **III. Remuneration, rights and obligations of the Party 3**

3.1. The Party 3 has the right to be remunerated for the cryptocurrency conversion and transfer of Funds in Russian Rubles to the Party 2, in commission amount as follows:

- transfer of cash funds in Moscow city - 3% commission;
- transfer of cash funds within the territory of Krasnodar Krai - 5% commission;
- transfer of cash funds within the territory of the Republic of Abkhazia - 15% commission.

3.2. Funds in cash (in Russian Rubles) shall be transferred by the Party 3 to the Party 2 within the following time period:

- in Moscow city: the next day after the cryptocurrency is transferred;
- in the Krasnodar Krai territory - 2 working days after the cryptocurrency is transferred;
- in the Republic of Abkhazia - 2 working days after the cryptocurrency is transferred.

3.3. The Party 2 has been notified on the Party 3's intentions regarding the assets of the Republican Unitary Enterprise "Abkhaz Shipping Company", therefore, the Parties undertake to consider the investment offers of the Party 3 after the elections

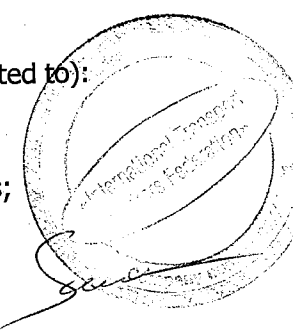
of the President of the Republic of Abkhazia are over, having organized for these purposes the required working group and PR- support, if necessary.

### **IV. Confidentiality**

4.1. For the purposes of fulfilling the terms hereof by the Parties, the confidential information shall mean any information or data related to the execution of this Agreement (hereinafter referred to as - the "Confidential Information"), whereupon the Parties undertake not to disclose it and ensure its protection by taking any measures aimed at preventing its dissemination or disclosure. The status of the confidentiality is established for an unlimited period and shall not be terminated upon the expiration of this Agreement.

4.2. The Agreement applies to the following confidential information (but not limited to):

- information on the Parties to this Agreement;
- information on the methods and ways of work and activities used by the Parties;



- information on the candidate for President of the Republic of Abkhazia, in whose favor this Agreement is concluded;
- information on the amount of financing hereunder.

4.3. The following conditions for use of the transferred Confidential Information are established hereupon:

4.1.1. Use the Confidential Information only for the purposes of negotiations and contractual activities between the Parties, as well as the execution of contracts and agreements concluded by the Parties.

4.1.2. Prohibition of copying the Confidential Information.

4.2. In order to protect the confidentiality of Information, the Parties are obliged to take the following measures:

4.2.1. Maintain the Confidential Information and take all necessary measures to protect it with at least the same carefulness as they may use to protect its own confidential or private information.

4.2.2. Not to use the Confidential Information for any other purposes without the prior written permission or consent of all the Parties.

4.3. In the event of the Confidential Information is disclosed, each of the Parties that violates these conditions, shall pay to the other Party a fine in the amount of 300,000 (three hundred thousand) US Dollars for each act of such condition violation.

## V. Dispute Resolution

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England.

## VI. Final Provisions

6.1. The Agreement is drawn up in 3 (three) copies – one for each Party.

## VII. The Parties to the Agreement

**International Transport Workers' Federation**

Mr Stephen Cotton \_\_\_\_\_

**Foundation for Socio-Cultural Initiatives of Abkhazia**

Mr Azamat Bagateliya \_\_\_\_\_

**Mr Soltanov Rizvan Soltan Ogly** \_\_\_\_\_

