**Public Offer Agreement**

V7

2023

Limited Liability Company "FLEX", hereinafter referred to as “Principal” acting under the Charter offers any legal entity, individual entrepreneur or natural person hereinafter referred to as "Partner"/"Agent" to conclude partnership agreement on conditions set forth below.

Subject to existing and applicable laws, this document constitutes a public offer, i.e. an offer to individuals and businesses established and incorporated under applicable laws, to enter into a Agreement on the terms set out below, and upon acceptance of which the person accepting this offer acquires the rights and agrees to duly perform the obligations set out in this Public Offer.

This Offer (hereinafter referred to as the "Agreement") is posted by Flex Limited Liability Company, hereinafter referred to as the "Principal", on the Internet at: <https://www.cloud4y.ru/sap-hana-partners/> and is accepted by you "Partner"/"Agent" fully and unconditionally at the time of registration of the Personal Account on the Website at the indicated address.

This document shall have the legal force under current and applicable laws and shall be equivalent to an agreement signed by the parties and shall be valid electronically.

Full and unconditional acceptance of this Offer shall be deemed to be simultaneous performance of the following steps:

- marking "I have read and agree to the terms and conditions of the Offer" on the Principal's website at: <https://www.cloud4y.ru/sap-hana-partners/> and

- registering on the Principal's Website and filling in the required form.

The above actions constitute full and unconditional acceptance by the Agent/Reseller of all terms and conditions of this Public Offer without any exceptions and/or limitations.

**TERMS AND DEFINITIONS USED IN THE AGREEMENT**

**AGENT -** a trusted person: a legal entity, business or an individual who performs, within the limits of the authority received, actions on behalf and in the interests of another person of the Principal. This person provides services for a certain fee.

**RESELLER -** a legal person or business who buys services or goods from the Principal at a preferential price for resale and profit and resells the services and goods to the attracted Customers.

**PARTNER** - an Agent and/or Reseller.

**POTENTIAL CUSTOMER -** means an entity that could be promoted to the client/end-user based on the results of market research or market analysis.

**CUSTOMER/END USER** for the Agent means an entity engaged by the Agent in the execution of this Agreement and with whom the Principal has subsequently entered into an Agreement for the provision of services by the Principal.

**CUSTOMER/END USER** for the Reseller **-** means a person who has concluded an Agreement with the Reseller for the services of the Principal.

**BASIC AGREEMENT** - applicable solely to the Reseller under the text of this agreement. Agreement between the Principal and the Reseller under which the Principal sells services to the Reseller at a preferential price.

**WEBSITE -** the Principal's information system located on the Internet at: \_\_\_\_\_\_\_\_\_\_

**PERSONAL ACCOUNT** - the individual account of the Agent/Reseller on the Website.

**PRINCIPAL SERVICE CATEGORIES\*** - categories of services under the text of this Agreement provided by the Principal to the Reseller under the Service Agreement, names of categories:

|  |  |
| --- | --- |
| Name | Category |
| Service gate | IaaS |
| VMware cloud (FZ-152) | IaaS |
| VMware Cloud | IaaS |
| IaaS Encryption | IaaS |
| 1С-Битрикс | Software |
| Anti-spam | Software |
| Veeam Cloud Backup & Replicate | Software |
| Microsoft software | Software |
| Corporate Mail | Software |
| vCloud availability | Software |
| Two-factor authentication | Software |
| Videoconferences | Software |
| CorpDrive | Software |
| Cloud Backup & Replicate | SaaS |
| DDoS Guard | SaaS |
| Emailing | SaaS |
| Email subscription | SaaS |
| PCI DSS | SaaS |
| Antivirus | SaaS |
| GPU | SaaS |
| DNS | SaaS |

*\*The categories indicated in the text of the agreement apply under the financial terms and conditions of cooperation between the Principal and Reseller under the terms and conditions of this Agreement. The above categories of services may be supplemented/changed/excluded unilaterally by the Principal upon 30 (Fifteen) calendar days' notice to the Reseller.*

* 1. **SUBJECT OF THE AGREEMENT.**

**1.1 Subject of the Agreement Agent:**

* + 1. The Principal authorises the Agent to perform the Agent's functions related to marketing and customer acquisition.
    2. Agent executes the functions assigned to it on behalf of the Principal.
    3. The rights and obligations under the deals made with the end Clients engaged by the Agent pursuant to this Agreement shall arise directly with the Principal, and Agent's remuneration shall depend on the actions of the end Client under the Agreement it has concluded with the Principal.
    4. Agent warrants that it has no contractual or other relations with persons who could influence the performance of this Agreement. The Agent guarantees its independence and objectivity in the performance of this Agreement.
  1. **Subject of the Agreement Reseller:**
     1. Under the terms and conditions of this Agreement, the Reseller performs the functions of marketing and attracting customers, and the Principal in turn provides the Reseller with preferential pricing for the services/tariffs under the terms and conditions stipulated in the additionally concluded basic Service Agreement (hereinafter referred to as the "Service Agreement").
     2. Under the Service Agreement, the Principal provides services to host the Reseller and/or its End Users' data on the Principal's resources.
     3. Reseller, under the Service Agreement, enters into contracts with End Users and is entitled to specify the name of the Principal in such contracts.
  2. The parties shall ensure that personal data on each other is collected, stored, processed and protected in order to enable this Agreement to be concluded in accordance with applicable laws. By signing this Agreement, the Parties consent to the collection, storage and processing of personal data by the Party solely for entering into this Agreement.
  3. The Agent/Reseller hereby confirms that it is fully and accurately aware of the type of the Principal's activity in respect of which this Agreement is concluded, its legal aspects and the possible risks arising in connection therewith.

1. **RIGHTS AND OBLIGATIONS OF THE PARTIES.**

**Obligations of the Parties**

* 1. **The Agent is obliged to:**
     1. Assist in the promotion of the services and products of the Principal using the advertising and promotional materials provided by the Principal.
     2. Monitor the End User's progress in the performance of its obligations towards the Principal.
     3. Inform the Principal upon its request on the progress of the performance of this Agreement.
     4. Conduct market research in order to identify potential customers for the services provided by the Principal.
     5. Distribute the Principal's advertising and promotional materials to potential customers.
     6. Inform the Principal of the need for negotiations.
     7. Facilitate meetings and negotiations between the Principal and Potential Clients.
     8. Assist in the conclusion of a mutually beneficial agreement between the Principal and the Potential Customer.
     9. Strictly adhere to the directives, instructions of the Principal regarding the prices, terms of service, the composition of the services provided by the Principal, and procedure of payment for the services provided.
     10. Take all possible steps to ensure that the End User fulfills its obligations under the Agreement concluded between such Customer and the Principal with the assistance of the Agent, including its payment obligations.
     11. Perform other duties which are imposed on the Agent under this Agreement or by law.
     12. Agent is independent in relation to his own activities.
     13. The Partner shall guarantee that it has full legal capacity and/or capacity to enter into the Agreement.
     14. Partner is responsible for the safekeeping of documents and material valuables which were transferred to him/her by the Principal for the execution of this Agreement.
     15. Not to perform any actions preventing third parties from receiving services from the Principal.
     16. The agent undertakes to bring in at least one (1) client per year, provided there has been no drop in the previous year and provided the increase in the agent's average monthly turnover in the second half-year to the average monthly turnover in the first half-year was five (5) percent. If the aforementioned conditions are not met, the Agent's remuneration shall be discontinued.
     17. If the Agent has not brought in an additional client, but his average monthly turnover for the current clients of the second half-year increased to the average monthly turnover of the first half-year by 20 (twenty) percent, the remuneration shall be paid in full.
     18. The Agent is obliged not to use the received information about the Clients and the services rendered by the Principal in relation to third parties during the validity of this Agreement and within 5 (five) years after the termination of this Agreement in the absence of written consent of the Principal.
     19. The Agent is obliged to provide the Principal with consulting services for the purpose of concluding a Service Agreement between the Principal and the Prospective Customer.
     20. The Agent is obliged to perform other actions necessary for the attraction of Clients and the conclusion of a Service Agreement between the Clients and the Principal, including recommending the Client to the Principal for the conclusion of a Service Agreement.
     21. The Agent is obliged to provide the following documents upon the Principal's request: decision/protocol and order of appointment of the manager; accounting statements for the last accounting period; supporting documents for the EDS; certificate of the average number of employees.
     22. The Agent is obliged to accept the payment method selected by the Principal and register in the required system, if available with the Principal.
     23. Upon the Principal's request, to undergo a reliability check by providing information and documents required by the Principal for a such check, including the documents specified in clause 2.9.5. of this public offer.
  2. **Reseller is obliged (individual terms and conditions):**
     1. Each month after the conclusion of the Service Agreement the Reseller shall provide the following reports upon request of the Principal:

- the number of connected Customers and the volume of services consumed by them;

* + 1. Reseller shall be independent in its own activities.
    2. Reseller shall guarantee that it has full legal capacity and/or capacity to enter into the contract.
    3. **Financial terms of cooperation between Reseller and Principal under the Service Agreement** *(category of services as defined in the Terms and Definitions section of the Agreement):*

**А)** The Reseller shall be granted a preferential price for the services of the Principal and the cost of the software within 12 (twelve) months of the conclusion of the Service Agreement.

**Б)** If the average turnover of one month of the second half-year relative to the average turnover of one month of the first half-year of each year of the Service Agreement:

- has increased by 20%, the preferential price for the following 12 months shall remain equal to the first year of cooperation;

- has increased by less than 20% or has no specified increase, the preferential price shall be revised upwards by the Principal to the recommended prices based on the following conditions:

* In case of an average monthly turnover of 17000 (Seventeen thousand) rubles, the preferential price will increase by 35% (Thirty-five percent) for IaaS services, and the recommended price will be valid for the remaining services and software;
* In case of an average monthly turnover of 17000 (Seventeen thousand) rubles to 84000 (Eighty-four thousand) rubles the preferential price will be 30% (Thirty percent) higher for IaaS and SaaS, and 13% (Thirteen percent) higher for the software;
* In case of an average monthly turnover of 84000 (Eighty-four thousand) rubles to 167000 (One hundred and sixty-seven thousand) rubles, the price will be increased by 25% (Twenty-five percent) for IaaS, by 20% (Twenty percent) for SaaS and by 10% (Ten percent) for software;
* In case of an average monthly turnover of 167,000 (One hundred and sixty seven thousand) rubles to 334,000 (Three hundred and thirty four thousand) rubles the reduced price will be increased by 20% (Twenty percent) for IaaS, by 10% (Ten percent) for SaaS and by 5% (Five percent) for the Software;
* In case of an average monthly turnover of 334,000 (Three Hundred and Thirty-Four Thousand) rubles to 500,000 (Five Hundred Thousand) rubles, the preferential price will increase by 10% (Ten percent) for IaaS, by 5% (Five Percent) for SaaS and by 5% (Five Percent) for the Software;
* In case of an average monthly turnover of between 500,000 (five hundred thousand) rubles and 834,000 (eight hundred and thirty thousand) rubles, the terms of the preferential price will not change.

**В)** The preferential price for the Principal's services and software may be reimbursed by the Principal to the Reseller for the following 12 months if the turnover of any month of the following year is increased by 20%, if the average monthly turnover of any quarter is increased by 20%, relative to the average turnover of one month of the previous year. There shall be no reimbursement of past quarters when the Principal reimburses the Reseller for the preferential price.

* + 1. The circumstances referred to in clause 2.2.4 of this Agreement shall apply to the Services and the Software at a preferential price, as expressly provided for in the Service Agreement.
    2. **For the correct and professional operation of the Reseller's employees when using the Principal's services.** The Reseller is obliged to send, at the request of the Principal, technical staff for free online training. Based on the results of the online training, the Reseller's employees shall undergo tests. Reseller's employees complete the online training on their own, based on the link to the video training sent by the Principal.
    3. Upon conclusion of the Service Agreement by the Parties, participate in joint creation and approval with the Principal of advertising and information content (presentation, press release, case study, advertising and information article, photo and video materials, etc.) by providing the Principal with necessary information, materials and other for creation of advertising and information content of the Contractor. The indicated advertising and information content shall be created for posting on the Principal's websites and other online and offline advertising and information platforms (websites, magazines, newspapers, social networks and video hosting).
    4. Upon the Principal's request, to undergo due diligence, by providing information and documents required by the Principal for such diligence, including the documents specified in paragraph 2.9.5. of this public offer.
  1. **The principal is obliged to**:
     1. Provide the Partner with advertising and introductory materials related to the services provided by the Principal, including information on the prices of the services.
     2. Submit commercial offers through the Partner to the Potential Customers attracted by the Partner.
     3. To inform the Partner of the reports on the execution of this Agreement.
     4. In case of Partner's request to conclude Service Agreement within 10 (calendar) days from receipt of the request, send the Service Agreement to Partner for review.
  2. **The Principal shall be obliged to the Reseller:** 
     1. Provide on a monthly basis, upon request, details of the volume of services consumed by all Reseller's End Users. Such details shall include the name of the service, the volume of consumption in the reporting period with reference to the End User identifiers.
     2. Not to review and not to disclose any information of the Reseller (hereinafter the Reseller's information also means End Users' information), not to provide access to this information to third parties, except as required by law of the country.
  3. **The Principal shall be obliged to the Agent:**
     1. Pay the Agent remuneration in accordance with the terms of this Agreement and subject to the Agent's fulfilment of the requirements. The Principal chooses the method of payment independently.

**Rights of the Parties:**

* 1. **Agent has the right:**
     1. Demand timely payment of the due remuneration**.**
  2. **Reseller has the right to:**
     1. Under the Service Agreement, receive preferential prices for the services of the Principal in accordance with the terms and conditions of this Agreement.
     2. The Services Agreement entitles the Reseller to use the services of the Principal for its own commercial purposes, namely to provide similar services to third parties (End Users) on its own behalf, except for 1C software products, under separate contracts concluded by the Reseller with such End Users at prices determined by the Reseller.
  3. **Rights of the Principal to the Partner:**
     1. Receive information from the Partner on the progress of the execution of the Agreement.
     2. Require the Partner to submit a report on the work performed in fulfilment of this Agreement.
     3. Require that the Principal submit reports from the Partner.
     4. The Principal shall have the right to amend any terms of the Offer and/or withdraw the Offer at any time at its own discretion. If the Principal amends the Offer, such amendments shall take effect on the date specified in their publication, which may not be specified earlier than 5 (five) calendar days from the date of posting of the amended text of the Offer on the Internet at the address of the Principal. This provision applies to the Reseller and the Agent.
     5. Request information and documents on: number of employees - Certificate and average number of employees in the company, accounting and tax statements, proof of registration of electronic digital signature, Protocol/Resolution appointing the executive body of the Agent/Reseller, etc.
  4. **The rights of the Principal to the Agent:**
     1. To instruct the Agent in the performance of this Agreement. The Principal's instructions shall be lawful, enforceable and specific.
     2. To interact with the Customers recommended by the Agent in order to conclude a Service Agreement.
     3. Require the Agent to perform actions aimed at timely payment of the Principal's services by the end customer.
     4. Refuse to pay remuneration to the Agent in case the Client repeatedly approaches the Principal to provide services without the Agent's participation or in case the Agent engages a Client with whom the Principal has valid Service Agreements concluded before the date of application of the Partner, as well as in case the Agent fails to comply with the terms and conditions provided for in this Agreement.
  5. **Rights of the Principal towards the Reseller:**
     1. Send a request to the Reseller requesting that the Reseller's employees of the relevant specialists take online training with the Principal. The Reseller is obliged to send the employees to the indicated online training with testing. The number and timing for requiring the training shall be specified in the Principal's request. The request referred to in this subparagraph may also be sent to the Reseller's e-mail address referred to in paragraph 11 hereof from the e-mail address of the Principal.

1. **PAYMENT AND SETTLEMENT PROCEDURE.**
   1. **General terms of payment and settlement to the Agent:**
      1. The cost of the Agreements concluded shall be generated in accordance with the Report submitted by the Agent at the Principal's request. Upon submission of the relevant Report provided for in this Agreement, the Agent shall send to the Principal the Certificate of Services rendered if necessary and if required by applicable law.
      2. Remuneration shall include VAT at 20% (if the Agent is a VAT payer pursuant to applicable laws). A taxpayer who is not subject to VAT is not a VAT payer, in which case the Agent shall be paid excluding VAT, as required by applicable law.
      3. Remuneration shall be paid by cashless transfer to the Agent's current account specified in the requisites or through another method chosen by the Principal - if the Principal uses such other method. If the Principal uses another payment method, the Agent shall register on the site selected by the Principal as well as perform the necessary actions prescribed by the site selected by the Principal.
      4. The parties have agreed that all expenses incurred by the Agent in connection with the performance of obligations under this Agreement are included in the Agent's remuneration and are not subject to any additional payment or reimbursement.
      5. Upon payment of remuneration to the Agent, the Parties shall sign the Certificate of services rendered.
      6. If the Agent is a natural person, the Principal shall act as its Tax Agent in accordance with the applicable laws. The Principal shall withhold and pay all necessary taxes/payments from the remuneration in accordance with the applicable laws at the rate approved by the applicable laws.
      7. Agent's remuneration according to Table 1 varies from 18% to 40% (percent) depending on the type of service and is calculated quarterly based on the total value of the monthly payments of all contracts concluded with the assistance of Agent within the reporting period, provided that the following conditions are met:

**А)** The conclusion of such Agreements shall be at the recommended prices of the Principal, considering the application of clauses 3.1.8, 3.1.9. of this Agreement. The remuneration shall be paid only after the Principal's current account is fully credited with the funds from the customers attracted by the Agent. The recommended prices of the Principal are reflected in the "Agreement on recommended prices" to be signed by the Parties at the time of concluding this Agreement.

**Б)** If the number of clients attracted by the Agent has increased by at least one new client during the year, provided that there has been no drop in the amount of turnover during the previous year and provided that the average monthly turnover of the Agent in the first half of the year to the average monthly turnover in the second half of the year has increased by 5 (Five) percent.

Otherwise, agency remuneration will cease to be paid until Agent's obligation to acquire at least one (1) additional client per year has been fulfilled, in accordance with the above conditions.

After the payment has been stopped, the quarterly remuneration will only continue from the next quarter, taking into account the month(s) in which the Client was attracted.

Amounts for the month(s) not paid due to the above circumstances will not be reimbursed to the Agent.

**В)** The reinstatement of the payment may be made from the following quarter in the event that,

\* if the agent attracts a new client and the average monthly turnover of the current quarter increases by 5% compared to the average monthly turnover of the previous year

\* if the average monthly turnover of the current quarter increases by 20% compared to the average monthly turnover of the previous year

|  |  |  |
| --- | --- | --- |
| **New clients** | **Turnover growth** | **Periods to be compared** |
| Brought in 1 customer last year or current quarter | 5% | Average monthly turnover of the current quarter with average monthly turnover of the previous year |
| no attracted customers | 20% |

\* Once payment has been suspended and reinstated, there is a quarterly assessment of turnover growth conditions.

Table 1

|  |  |
| --- | --- |
| Service, Software | Agent's remuneration |
| IaaS | 40% |
| IaaS FZ | 40% |
| MS | 18% |
| Corporate e-mail SaaS | 18% |
| DNS | 35% |
| S3 | 18% |
| Cloud storage | 18% |
| Encryption IaaS | 35% |
| vCloud availability | 18% |
| Antivirus | 35% |
| Antispam | 18% |
| GPU | 35% |
| Data center services | 18% |
| Битрикс 24 | 18% |
| Veeam Cloud Backup & Replicate | 35% |
| Emailing | 35% |
| Email subscriptions | 35% |
| PCI DSS | 10% |
| One-time services | by arrangement |

* + 1. If the end customer concludes agreements with the assistance of the agent at prices lower than recommended, the agent's remuneration is reduced in proportion to the discount given to the end customer by the agent involved.

The remuneration stipulated in clause 3.1.7. 3.1.7. hereof, except for cases specified in clause 3.1.8. hereof, shall be paid to Agent within 20 (Twenty) banking days of the next tax quarter for the previous quarter, subject to signing of a Certificate of rendered services for each reporting period in the quarter between the end Customer engaged by Agent and Principal, including subject to payment by such Customer for services pursuant to the Agreement between Principal and end Customer for each reporting period in the quarter.

* + 1. If the terms of the Agreement concluded between the end Customer engaged by Agent and the Principal change, the Principal reserves the right to revise Agent's remuneration and/or to terminate this Agreement with Agent unilaterally in an extrajudicial order. In the event of such termination, the Agent shall not be entitled to charge the Principal any contractual penalty, fine, interest, loss of profit, damages and/or other sanctions.
    2. Remuneration is paid by cashless transfer to Agent's current account specified in Agent's application. The remuneration shall include all taxes and mandatory payments.
  1. The parties have agreed that all expenses incurred by Agent in connection with the performance of obligations under this Agreement shall be included in Agent's remuneration and shall not be subject to additional payment.
  2. Upon the payment of the Agent's remuneration, the Parties shall sign a Certificate of Services rendered, if necessary and within the requirements of the applicable laws.
  3. **Cost of services and Reseller's billing procedure:**
     1. The cost of the services provided by the Reseller is based on the services connected by the Reseller in accordance with the Price List annexed to the Services Agreement.
     2. Reseller concludes with its clients/end users the contracts for hosting services, domain name registration and prolongation, accepts payments from them and provides them with technical support and administration services, and is solely liable for its obligations to its clients/end users.
     3. **Reseller's financial terms and conditions** *(category of services as defined in the terms and definitions section of the Agreement):*

**А)** For a period of 12 (twelve) months from the conclusion of the Service Agreement, the Reseller shall be granted a preferential price for the services of the Principal and the cost of the software.

**Б)** If the average monthly turnover of the second half-year relative to the average monthly turnover of one month of the first half-year of each year of the Service Agreement:

- has increased by 20%, the preferential price for the following 12 months shall remain equal to the first year of co-operation;

- has increased by less than 20% or has no increase, the preferential price shall be revised upwards by the Principal to the recommended prices based on the following conditions:

* average monthly turnover of 17,000 (Seventeen thousand) roubles will incur a preferential price increase of 35% (Thirty-five percent) for IaaS services; the recommended price will apply to the other services and software;
* average monthly turnover in the range from 17000 (Seventeen thousand) roubles to 84000 (Eighty-four thousand) roubles the reduced price will be 30% (Thirty percent) higher for IaaS and SaaS, and 13% (Thirteen percent) higher for the software;
* average monthly turnover of between 84,000 (eighty-four thousand) roubles and 167,000 (one hundred and sixty-seven thousand) roubles the preferential price increases by 25% (twenty-five percent) for IaaS, by 20% (twenty percent) for SaaS and by 10% (ten percent) for software;
* average monthly turnover of 167,000 (one hundred and sixty seven thousand) rubles to 334,000 (three hundred and thirty four thousand) rubles the preferential price increases by 20% (twenty percent) for IaaS, by 10% (ten percent) for SaaS and by 5% (five percent) for software;
* with an average monthly turnover of between 334,000 (Three hundred and thirty-four thousand) rubles and 500,000 (Five hundred thousand) rubles, the preferential price increases by 10% (Ten percent) for IaaS, by 5% (Five percent) for SaaS and by 5% (Five percent) for Software;
* with an average monthly turnover of 500000 (five hundred thousand) roubles to 834000 (eight hundred and thirty-four thousand) roubles, the terms of the reduced price will not change.

**В)** The preferential cost of the Principal's services and software may be reimbursed by the Principal to the Reseller for the following 12 months, if the turnover of any month of the following year increases by 20%, relative to the average turnover of one month of the previous year during the validity period of the Service Agreement. When the Principal refunds the preferential price to the Reseller, no reimbursement of the past months shall be made.

* + 1. The circumstances referred to in sub-clause B of clause 3.3.3 of this Agreement shall apply to the Services and the Software at a reduced price, as expressly provided for in the Annex to the Service Agreement.

1. **PROCEDURE FOR ACCEPTANCE OF AGENT'S SERVICES.**
   1. At the Principal's request, the Agent shall submit to the Principal, not later than on the last day of the reporting month, a Report on the Clients attracted. The report shall be sent to the Principal at the address specified in Section 11 of this Agreement by any means convenient for the Agent: by post, by courier, by electronic communications. Obligatory condition is receipt of confirmation of delivery/receipt of the Report to the Principal.
   2. The Principal shall be obliged to approve the Report within five days of receiving it or send a reasoned refusal to approve it to the Agent. If the Agent refuses to sign the report, the Agent shall eliminate the identified deficiencies within the time specified by the Principal, after which acceptance of the report shall take place again.
2. **RESPONSIBILITY OF THE PARTIES** 
   1. The Principal shall not be financially liable, directly or indirectly, for the transactions carried out by the Reseller with its End Clients using the services under this Agreement.
   2. The Principal, shall not be liable to the Reseller, its End Users for damages, indirect losses, including but not limited to loss of income, profit, anticipated savings, business activity or reputation.
   3. The parties shall be liable for the failure to fulfil or improper fulfilment of obligations in accordance with the current legislation of the country.
3. **CONFIDENTIALITY**
   1. The Parties hereby confirm that a substantial part of the information exchanged by them within the framework of preparation as well as after conclusion of the Agreement shall be confidential, being valuable for the Parties and not subject to disclosure, because it constitutes an official and/or commercial secret, has an actual and potential commercial value due to its non-disclosure to third parties, it is not freely accessible on a lawful basis.
   2. No such information may be disclosed by either Party, to any other persons or organisations without the prior written consent of the other Party throughout the duration of the Agreement and for a period of five (5) years after its termination for any reason.
   3. Each Party shall take all reasonable steps necessary and appropriate to prevent the unauthorised disclosure of confidential information. Such measures shall be no less significant than those taken by the Party to protect its own information of a similar nature.
   4. The Principal reserves the right to refer to the conclusion of this Agreement with the Partner's name, corporate logo and the name of services, solely provided that the Partner's interests are respected and without disclosure of information constituting its official (commercial) secrets.
4. **FORCE MAJEURE**
   1. The Parties shall be released from liability for partial or full non-fulfilment of obligations under this Agreement, if this non-fulfilment is a consequence of force majeure circumstances arising after the conclusion of this Agreement, which the Parties could not foresee or prevent.
   2. Each Party shall promptly notify the other Party in writing of the occurrence of the circumstances referred to in Clause 7.1 herein. The notification shall contain data on the nature of the circumstances, as well as official documents confirming the existence of these circumstances and, if possible, giving an assessment of their impact on the performance by the Party of its obligations under this Agreement.
   3. If a Party fails to send or is late in sending the notification stipulated in clause 7.2. of this Agreement, it shall be obliged to compensate the other Party for the losses it has incurred.
   4. In case of circumstances specified in clause 7.1. hereof, the time for fulfilment of the Party's obligations under this Agreement shall be postponed in proportion to the time during which these circumstances and their consequences are effective.
   5. If the circumstances specified in clause 7.1. hereof and their consequences continue to apply for more than two months, the Parties shall hold additional negotiations to identify acceptable alternative methods of fulfilling this Agreement.

**8. DISPUTE SETTLEMENT PROCEDURE**

* 1. Disputes and disagreements under this Agreement shall be settled by negotiation between the Parties. The claim procedure for dispute resolution shall be compulsory. The claim shall be sent by a Party to the legal address of the other Party, according to information from the unified state register of legal entities. The Party receiving the claim shall be obliged to reply to the other Party within 10 working days from receipt of the claim.
  2. All disputes and disagreements between the Parties hereunder not settled by negotiations shall be settled in court in accordance with the requirements of the applicable laws.

**TERM OF THE CONTRACT,**

**PROCEDURE FOR AMENDMENT AND TERMINATION**

* 1. **General Terms and Conditions of the Parties:** 
     1. This Agreement shall enter into force upon conclusion and shall remain in force indefinitely.
     2. Each of the Parties shall be entitled to terminate this Agreement unilaterally by sending a respective notice to the other Party not less than 15 (fifteen) calendar days prior to the date of termination. The cancellation notice shall be sent simultaneously to the e-mail address specified in this Agreement and to the posting address specified in this Agreement. The date specified in the cancellation notice shall be deemed to be the date of termination of this Agreement or, if there is no such notice, the date on which the notice is received by the Party.
     3. The Principal shall have the right to amend any of the terms and conditions of the Offer and/or withdraw the Offer at any time at its own discretion. Should the Principal make changes to the the Offer, such amendments shall become effective on the date specified in their publication, which may not be specified earlier than 5 (five) calendar days from the date of posting of the amended text of the Offer on the Internet at the address of the Principal. This provision applies to the Reseller and the Agent.
  2. **Agent's individual terms and conditions:**
     1. If the service agreement concluded between the Principal and the end User is terminated and the Principal returns the amount of money received by the Principal in accordance with the terms of this Agreement to the Customer, the services shall be deemed not provided. In this regard, the Agent's remuneration shall be returned to the Principal within ten (10) working days following the Principal's notification to the Agent of termination of the service agreement with the Customer.

1. **OTHER CONDITIONS**

**Other terms and conditions of the Parties:**

* 1. The Partner shall not be entitled to transfer its rights and obligations under the contract to a third party without the consent of the Principal.
  2. The Principal shall be entitled to unilaterally change the Agent's remuneration percentage, recommended prices, preferential terms and conditions of payment to the Agent/Partner. The Principal is obliged to send notification of the changes to the Agent/Partner mail indicated when registering at least 30 calendar days in advance.
  3. The terms of this Agreement and consequently the receipt of remuneration shall not apply if the Agent engages itself (the Agent's company) or an affiliated entity as a client to the Principal.
  4. The Parties shall take all necessary measures to ensure that their employees, agents, successors and assigns do not, without the prior consent of the other Party, inform third parties of the details of this Agreement and its annexes.
  5. If one or more of the provisions of this Public Offer is or becomes invalid due to changes in the applicable laws of the country, this shall not be a ground for suspension of the remaining provisions of this Public Offer. Invalid provisions shall be replaced by legally valid provisions that are similar in meaning to the replaced provisions.
  6. The Principal is entitled to transfer its rights and obligations under this Agreement to third parties upon notifying the Partner at least thirty (30) calendar days prior to the date of the transfer. The Partner, failing to submit objections within the term specified in the notification, shall be deemed to have consented to the transfer of the Principal's rights and obligations under this Agreement to a third party.
  7. The Principal shall be entitled to appoint a responsible manager to deal with any issues occurring in the execution of this Agreement, who shall approve such agreement before it is sent to an authorised person for signing.
  8. In the event of any changes in the Parties' addresses and/or account details, the name of the Parties, and/or any other changes related to the Party's data under this Agreement, including in the event of a change of the head and reorganisation, the Party whose data have changed shall be obliged within 5 (Five) working days to send a notification on the official letterhead about such changes. The notification shall be sent to the e-mail address. The date of receipt of the notification shall be deemed to be the date of receipt at the e-mail address. In the absence of notification about such changes, the Party that has not received the notification shall not be liable for any consequences arising due to the absence of such notification.
  9. All Annexes to this Agreement shall constitute an integral part thereof and shall be explanatory and clarifying information binding on the Parties to the Agreement.
  10. In the event of discrepancies between the provisions of the Agreement and the Appendices, the Appendices shall prevail.
  11. The Parties acknowledge that the documents provided electronically and signed with the analogue of a handwritten signature of the Parties shall have the same legal effect as the documents in hard copy, signed in handwriting by the authorised persons of the Parties and sealed. Applications, letters, files, including those containing service results, as well as documents referred to in Section 3 hereof and other documents sent by the Principal to the Reseller via the Internet using electronic mail shall be recognised by the Parties as written evidence in court.
  12. All disputes and disagreements which may arise between the Parties on matters not resolved in the text of this Agreement shall be settled by negotiation.
  13. In all other matters not provided for in this Agreement, the Parties shall comply with the applicable laws.
  14. By accepting this Public Offer, the Partner must define its status as Reseller or Agent and indicate this status when registering in its personal account on the Principal's website.
  15. Other terms and conditions for Reseller:
      1. In the event of a circumstance in which the Principal and Reseller negotiate an Agreement for the provision of the same type of services with the same User of such services, the Parties shall negotiate to exclude competition between them for that Customer.

1. **ADDRESS AND BANK DETAILS OF THE PRINCIPAL**

Recipient payment details:

Company: LLC FLEX

Address: 1 North Wall Quay, International Financial Services Centre (IFSC)

Bank Name: Citibank

IBAN: IE34CITI99005170058394

BIC: CITIIE2X

Bank Country: Ireland