

AGENCY AGREEMENT-OFFER
(as amended on 29 January, 2020)

The **Agent** expresses its intention to conclude this Agency Agreement-Offer (hereinafter referred to as the “**Agreement**”) on the conditions contained in this Agreement which is the Public Offer, with legal entities, individual entrepreneurs and other persons specified in Cl. 1.6 below, hereinafter referred to as the “**Trade Partners**”, where the Agent and the Trade Partner individually are referred to as a “**Party**”, and jointly are referred to as the “**Parties**”.

1. BASIC TERMS

1.1. **The Agent** – as stated in Cl. 11.7. hereof.

The Agent is a Party hereto and shall provide the Trade Partner with the Services in the manner and on the terms hereof.

1.2. **Public Offer** — this document posted at https://wellmax.eu/assets/site/docs/agency_agreement.pdf

1.3. **Acceptance of the Public Offer** — full and unconditional acceptance of this Public Offer by the Trade Partner in the manner provided for by Cl. 2.4. of this Public Offer.

1.4. **The website** — the website hosted on the Internet under the domain name wellmax.eu containing information about the Products sold by Trade Partners in the Marketplace of the respective Trade Partner where the Web Service of the Website allows the Trade Partner to place Advertisements for the Products sale.

1.5. **Marketplace** — the virtual space of the Website for the creation of legal relations between the Trade Partner and the Buyer regarding the sale and purchase of the Products of the Trade Partner. The Marketplace is a part of the Website; it contains information about the Products of the Trade Partner, including their description, terms of sale, return, exchange, as well as other information that is essential for the conclusion and execution of the sales contract for the Products. The Marketplace serves to provide the Users with the opportunity to get information about the Products of the Trade Partners, compare their offers, price and quality, as well as enables the Buyer and the Trade Partner to conclude a sales contract for the Products of the Trade Partner.

1.6. **Trade Partner** — a Party hereto (an individual, a self-employed person (self-employed), a legal entity or an individual entrepreneur) posting Advertisements for the Products sale on the Website, who/which performed the Acceptance of the Public Offer in the manner prescribed by this Public Offer, receiving funds from the Buyer for the Products sold less the Agency Fee (Agent fee) and other amounts due to the Agent or other persons in cases provided for herein.

1.7. **Personal Account of the Trade Partner (hereinafter referred to as the “Personal Account”)** — the Trade Partner’s personal closed section on the

Website which is a set of guard pages on the Website created when the Personal Account is activated and containing the Trade Partner's data on the Website where Web Services provided on the Website are available to the Trade Partner upon the Authorization.

1.8. **Authorization** — the Trade Partner's actions in the Web Service aimed at accessing the Web Service interface and enabling the use of the Web Service by entering of authentication data.

1.9. **Buyer** — the Website User who has purchased the Trade Partner's Product.

1.10. **Web Service** — a web service available on the Website allowing the Trade Partner to use all the functionality provided for him/her/it hereunder. The Web Service includes the interface, software and other elements (tools, algorithms, methods) required for the proper functioning of the Website and allowing the Trade Partner to post, search and view information related to his/her/its Products, as well as any other features and functions available on the Website. Nothing contained herein can be interpreted as the transfer of exclusive rights to the Web Service (its individual elements) to the Trade Partner.

1.11. **Advertisement** — the Trade Partner's public offer placed on the Website, addressed to an indefinite number of persons for the sale of the Products by the Trade Partner, containing price, terms of sale and period of delivery of the Products, terms of return of the Products, as well as other essential terms of the sales contract for the Products (including contact details, photographs and any related information about the Product).

1.12. **Order** — the Buyer's request for the purchase and/or delivery of the Product properly executed on the Website.

1.13. **Order Closing** — an action of the Trade Partner or the Agent in the Personal Account confirming the fulfillment of obligations for the delivery of the Products to the Buyer or receipt of the Products by the Buyer at the pick-up point.

1.14. **Promotional Materials**— affiliate links, promo codes, buttons, banners, audio, video, audiovisual messages and materials, articles and other text messages, photographs, graphic images, as well as advertising messages in any other form.

1.15. **Content** — any information in any form (including text, photographs, graphic images, audiovisual works) posted, reproduced, communicated to the public or individually to the User or the Trade Partner on the Website.

1.16. **Product** — goods, services (including certificates and other documents confirming the right to receive services), results of intellectual activity, as well as Coupons information whereof is posted by the Trade Partner on the Website in order to sell them to the Buyer via the Internet in the manner and under the terms established by this Agreement and the User Agreement posted on the Website.

The rules applied within the framework of this Agreement to the products are also applied to the services and the results of intellectual activity in that part, in which it does not contradict the applicable law, this Agreement and legal nature of the services and results of intellectual activity, respectively.

1.17. **Services** — services provided by the Agent to the Trade Partner hereunder, inter alia through the use of the Website.

1.18. **Agency Fee** — remuneration for the fulfillment by the Agent of the instructions of the Trade Partner determined as a percentage of the funds paid by the Buyers for the Trade Partner's Products sold to the Buyer.

1.19. **Registration on the Website** — a set of the Trade Partner's actions that comply with the instructions hereof, including the provision of Account Data and other information using the special form of the interface of the Website in order to create a Personal Account and gain access to certain Website Services.

1.20. **Payment** — money, electronic money and other funds used for payments on the Internet, paid by the Buyer to the Trade Partner for the Trade Partner's Products purchased through the Agent Web Service.

1.21. **Subagent Agreement** — an agreement between the Agent and a third party concluded for the purposes of fulfillment hereof.

1.22. **User** — an individual having and exercising legitimate access to the Website and its Services via the Internet, as well as having sufficient rights to make transactions on the above-mentioned Website (including possessing legal capacity to the extent required for the relevant transaction), and not restricted by the applicable law (including possessing legal capacity to the extent required) in the manner that would prevent such an individual from making relevant transactions on the Website lawfully.

1.23. **Account Data** — a unique login and password created by the Trade Partner independently during the Registration on the Website, or further modified by the Trade Partner through the Personal Account, that are used to access the Personal Account.

1.24. **Agent Commission** — the Agency Fee, as well as any other amounts due to the Agent for the Services provided to the Trade Partner.

1.25. **User Agreement** — the document (with all amendments and additions thereto, as well as all the appendices thereto) posted on the Internet at https://wellmax.eu/assets/site/docs/user_agreement.pdf

User Agreement is a constituent part of this Agreement and is used to settle the legal relations between the Trade Partner and the Buyer.

1.26. **Event** — an event organized by the Trade Partner for an indefinitely wide range of Buyers (conferences, trainings, master classes, etc.).

1.27. **Coupon for the Event** (hereinafter referred to as the "**Coupon**") — a document (electronic or other) or a record containing a barcode or other means of identifying such a document or document holder where such document or record certifies the right of the holder thereof to attend the Event. The rules applicable to the Products hereunder shall also apply to the Coupons to the extent consistent with the applicable law, this Agreement and the legal nature of the Coupon.

1.28. **Non-Resident Trade Partner** — a Trade Partner registered outside the territory of the Russian Federation, outside the territory of the Republic of Kazakhstan and outside the territory of the Kyrgyz Republic, and concluding this Agreement with the Agent, "Eurasian Financial Community" Limited Liability Company (abbreviated name – EAFC LLC) (see cl. 11.7.3 hereof).

2. SCOPE OF THE AGREEMENT

2.1. This Agreement determines the procedure and conditions for the provision by the Agent and the use by the Trade Partner of the Website and its Web Service for the purposes established by Cl. 2.2. hereof, including establishing the conditions and procedure for selling by the Trade Partner of the Products through the Marketplace using the Website and its Web Service, delivery of the Products to the Buyer by the Trade Partner himself/herself/itself or by the Agent at the instruction of the Trade Partner, and regulates the rights and obligations of the Agent and the Trade Partner arising due to the use of the Web Service.

2.2. Under this Agreement, the Agent undertakes to perform the following actions for remuneration for, at the instruction of, and at the expense of the Trade Partner:

- to arrange settlements between the Trade Partner's Buyers and the Trade Partner himself/herself/itself by receiving funds earned by the Trade Partner from the sale of the Products and/or their delivery to the Buyer, and to transfer them to the Trade Partner in full (less the Agency Fee and the Products delivery price) (if the Products are delivered not by the Trade Partner, but by the Agent or by third parties at the instruction thereof) and other amounts due to the Agent) by transferring them to the Trade Partner's current account or in any other way agreed upon between the Agent and the Trade Partner;
- to arrange the connection of the Trade Partner to the Web Service of the Website by providing the possibility of creating a Personal Account of the Trade Partner and the account of the Trade Partner on the Website;
- to provide the Trade Partner with the opportunity to use the Personal Account, the Web Services of the Website, and the opportunity of posting Advertisements on the Website;
- to arrange delivery of the Trade Partner's Products to the Buyers (if the Products are delivered not by the Trade Partner, but by the Agent or by third parties at the instruction thereof);
- should the Buyer return the Products to the Trade Partner, to arrange delivery of the Trade Partner's Products from the Buyer to the Trade Partner (if such delivery of the Products is carried out not by the Trade Partner or the Buyer himself/herself, but by the Agent or third parties at the instruction thereof) and assist the Trade Partner and the Buyer in resolving issues arising therefrom;
- to arrange for a refund of the amount of the advance payment for the Products to the Buyer;
- to provide comprehensive assistance and support to the Trade Partner in matters related to the placement and posting of the Trade Partner's Advertisements.

2.3. The Agent shall act within the framework of the Agreement under the conditions of complete financial independence, at its discretion, based on market conditions. For this purpose, the Agent shall on its own behalf:

- conclude an agreement with the courier service for the delivery of the Products to the Buyers;
- conclude an agreement with the company, and/or the credit institution, and/or other organizations participating in payment process for arrangement of the acceptance of Buyers' Payments in favour of the Trade Partner and (in cases provided by the applicable law) a refund of them.

2.4. The Trade Partner shall accept this Public Offer by affixing the "I have read and agree with the terms of the offer" mark in the check-box during the Registration on the Website or affixing the "I have read and agree with the terms of the offer" mark when completing payment details in the Personal Account.

2.5. If the Trade Partner does not agree with any provision hereof and (or) appendices hereto, he/she/it shall immediately stop using the Agent's Services, with a prior notification sent to the Agent's e-mail address specified in the details hereof (section 14 hereof), and fulfill all his/her/its obligations to the Buyers under the Orders already paid and/or received.

2.6. The Trade Partner hereby confirms that he/she is informed of and agrees that if the legal relations between the Buyer and the Trade Partner concerned with the concluding the sales contract for the Products are governed by the Law of the State (see Cl. 11.7 hereof), where in some cases special rules for sale, delivery, exchange and return of some Products (including absence of the right to buy, the right to buy remotely, the right to exchange, and the right to return some Products by the Buyer) are provided, and these special rules provided by the Law of the corresponding state are different from the general rules which are set forth in this Agreement and the User Agreement published on the Website, such special rules for sale, delivery, exchange, and return of some Products mentioned in this sentence above (for example, rules for sale, delivery, exchange, and return of Food) are applied to relations between the Buyer and the Trade Partner.

2.7. The Agent shall not provide the service upon delivery of food to the Buyer, and, therefore, shall not be liable for the delivery of Food.

If legal relations between the Buyer and the Trade Partner concerned with the concluding the sales contract for the Products relate to Food, the Trade Partner hereby confirms that he/she is informed of and agrees that the Agent shall not deliver Food, therefore, if the Buyer wishes to get a service upon delivery of Food, the Buyer concludes the corresponding contract for providing a service upon delivery of Food with the Trade Partner.

3. TERMS AND RULES OF REGISTRATION ON THE WEBSITE

3.1. The features of the Website and its Web Services may be used only after the Trade Partner's Registration and Authorization on the Website is completed in accordance with the procedure established by the Agent. The Registration of the Trade Partner on the Website means full and unconditional acceptance of the provisions of this Public Offer and other documents regulating the activities of the Website.

3.2. The Trade Partner shall complete the Registration procedure on the Website by filling out the registration form on the page <https://wellmax.eu>.

Before the Registration on the Website, the Trade Partner shall be obliged to familiarize himself/herself/itself with the applicable law as well as all the documents regulating the work of the Website which are published on the Website.

3.3. When registering on the Website, the Trade Partner shall specify the following:

3.3.1. If the Trade Partner is a legal entity:

- name of the legal entity;
- location of the legal entity;
- working hours of the legal entity;
- registration data of the legal entity in accordance with the legislation applicable thereto;
- surname, first name, patronymic, passport details and contact details of the head and/or representative of such legal entity (if applicable);
- e-mail address of the legal entity;
- phone number of the legal entity;
- login and password to access the Personal Account.

3.3.2. If the Trade Partner is an individual entrepreneur, an individual or a self-employed person:

- surname, first name, patronymic, passport data;
- location (place of residence);
- working hours;
- registration data and information on registration with the tax authorities in accordance with the legislation applicable to such individual entrepreneur, individual or self-employed person;
- surname, first name, patronymic, passport data of the representative (if applicable);
- e-mail address;
- phone number;
- login and password to access the Personal Account.

3.4. Upon completing the registration form and clicking on the "Register" button, a letter shall be received at the e-mail address specified by the Trade Partner during the Registration on the Website containing a link that the Trade Partner should follow to confirm the Registration on the Website, as well as login and password that can be changed by the Trade Partner at any time in the Personal Account.

3.5. Registration on the Website shall be deemed completed when the Trade Partner confirms his/her/its e-mail address by clicking on the link sent to the Trade Partner's e-mail address specified during the Registration on the Website.

3.6. For each Trade Partner performing the Registration on the Website, a unique user account and Personal Account are created to access the Web Services of the Website. Upon Registration on the Website, the Trade Partner shall log in to his/her/its Personal Account by means of Authorization, i.e. entering the login and password and automatic Authorization using cookies.

3.7. The Trade Partner's Personal Account shall be activated only after the Trade Partner has provided the Agent in the Personal Account with copies of the documents and information specified in Cl. 3.3. and Cl. 4.3.1 hereof. Access to the full functionality of the Web Services of the Website shall be provided to the Trade Partner after the funds have been deposited by the Trade Partner to the account in the Personal Account.

3.8. By registering as a Trade Partner on the Website and specifying the registration and other data, the Trade Partner shall be solely liable for the accuracy, relevance, completeness, as well as compliance with applicable legislation of the information provided in the course of the Registration on the Website.

3.9. Cookies are used on the Website to provide the Trade Partner with the access to the Personal Account, as well as to collect analytics, including the Website traffic.

3.10. The Trade Partner shall be fully liable for the security and safety of his/her/its login and password, independently selecting the method of their storage, as well as for all actions performed using his/her/its login and password, and, furthermore, for any consequences that may have been caused or were caused by such use thereof. In this regard, the Trade Partner undertakes, among other things, to use licensed antivirus programs, to use complex alphanumeric combinations when creating a password, not to make available to third parties a computer, telephone, tablet or other equipment of the Trade Partner with a login and/or password (Account Data) entered thereon, etc.

3.11. The Trade Partner shall be prohibited from transferring or communicating to a third party his/her/its login and/or password (Account Data) in any other way. The Agent shall not be liable for the loss and damage by the Trade Partner of his/her/its registration data, Account Data for any reasons, including due to fraudulent or other illegal actions of third parties.

3.12. Should the Agent establish that third parties have committed fraudulent or any other illegal actions in relation to the Trade Partner's Personal Account which resulted in losses incurred by the Trade Partner, the Agent shall not be liable for such losses incurred by the Trade Partner.

3.13. Should the Trade Partner fail to perform Authorization due to the loss of the password for any reason, the Trade Partner shall fill in the Password Recovery form specifying the e-mail address or phone number that the Trade Partner specified during the Registration on the Website. Upon clicking on the "Send" button, a link will be sent to the e-mail address specified by the Trade Partner which shall be followed to recover the password (and/or a password will be sent to the phone specified by the Trade Partner). Should it be impossible to perform Authorization due to the loss of the password for any reasons, blocking of the Personal Account, as well as for

any other reasons, the Trade Partner shall be entitled to contact the Agent by sending an e-mail to the Agent's e-mail address specified in section 14 hereof.

3.14. Methods to recover access to the Personal Account and of the Authorization of the Trade Partner may be unilaterally changed, cancelled or supplemented by the Agent at any time without any special notification to the Trade Partner.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Agent undertakes to:

4.1.1. Organize interaction between the Trade Partner and the Buyers for the purpose of purchasing, selling, as well as Ordering the Products.

4.1.2. Ensure technical serviceability of the Website, comply with the terms hereof.

4.1.3. Provide acceptance of funds paid by the Buyers for the Trade Partner's Products.

4.1.4. Keep records of funds due to the Trade Partner.

4.1.5. According to the procedure specified in section 5 hereof, transfer to the Trade Partner's current account the funds received from the Buyers less the Agency Fee and the Products delivery price (if the Products are delivered not by the Trade Partner, but by the Agent or by third parties at the instruction thereof) and other amounts due to the Agent.

4.1.6. Ensure delivery of the Products from the Trade Partner to the Buyers (if the Products are delivered not by the Trade Partner, but by the Agent or by third parties at the instruction thereof).

4.1.7. Ensure delivery of the Products from the Buyer to the Trade Partner (if the Products are delivered not by the Trade Partner and not by the Buyer himself/herself, but by the Agent or by third parties at the instruction thereof) at the expense of the Trade Partner, if the Buyer refused the Products for any reason (in particular, he/she returned the Products of proper quality, refused to fulfill the sales contract due to the violation by the Trade Partner of the obligation to transfer the Products within the established period).

4.1.8. On a daily basis, send notifications to the Trade Partner via his/her/its Personal Account on the Website of the Orders accepted by the Agent from the Buyers (whereas within two (2) working days of receipt of such a notification from the Agent, the Trade Partner shall confirm in the Personal Account the fact of readiness of the Products specified in the notification to be dispatched for subsequent transfer to the Buyer).

4.1.9. Keep the Trade Partners' data confidential.

4.1.10. Provide the Trade Partner with reports (see Appendix No. 3 hereto) in accordance with section 6 hereof, as well as the acceptance certificates for the Services rendered (see Appendix No. 2 hereto).

4.1.11. Should the Buyer repudiate the sales contract due to the violation by the Trade Partner of his/her/its obligation to transfer the Products to the Buyer within the established period, the Products shall be returned to the Trade Partner. In this case,

the Trade Partner is obliged to reimburse the Agent for the losses incurred by the latter (including the amounts that the Agent had to return to the Buyer).

4.1.12. Based on the information provided by the Trade Partner, place in the Trade Partner's Marketplace the information on its full company name (name), location (address), working hours, registration data (for the Trade Partner being a legal entity), his/her surname, name, patronymic (if any) and registration data (for the Trade Partner being an individual entrepreneur), as well as changes in the specified information communicated to the Agent by the Trade Partner, if the Trade Partner did not do it himself/herself/itself.

4.2. The Agent shall be entitled to:

4.2.1. At its own discretion and without the consent of the Trade Partner, conclude Subagent and other agreements related to the fulfillment hereof with third parties, on behalf of the Trade Partner or on its own behalf.

4.2.2. Request any (complete, exhaustive) information about the Products sold by the Trade Partner in the Marketplace.

4.2.3. Should the Buyer make an advance payment for the Products purchased on the Website, withhold the said amount without transferring it to the accounts of the Trade Partner until the Buyer receives the Products.

4.2.4. In case of occurrence of the circumstances beyond the Parties' reasonable control, which, according to the Agent, may entail significant losses for the Agent and/or the Buyers (whereas the Agent shall independently decide whether the losses are significant, without taking into account the Trade Partner's opinion), suspend the Trade Partner's access to the Web Services of the Website for the duration of such circumstances. In this case, the Agent's obligations to transfer funds already received as a result of the sale of the Trade Partner's Products to the Trade Partner's current account shall remain in force.

4.2.5. In case of detection of an alleged offense committed by the Trade Partner when selling the Products, or in the event of violation by the Trade Partner of the terms hereof, the Agent shall be entitled to:

- refuse to provide the Trade Partner with access to the Web Service of the Website and remove the Personal Account of such Trade Partner if the Trade Partner has fulfilled all obligations for the Orders, as well as for the return of funds to the Buyers;
- temporarily suspend the possibility of placing Orders for the Products in the Trade Partner's Marketplace, the possibility of placing Advertisements, limit access to other Web Services of the Website, if the Trade Partner does not fulfill all obligations for the Orders, as well as for the return of funds to the Buyers;
- put the Trade Partner on the "black list" and refuse such Trade Partner cooperation and re-Registration on the Website.

4.2.6. Unilaterally delete the Trade Partner's Personal Account without consent and notification of the latter if the Personal Account has not been used by the Trade Partner for more than three (3) calendar months in a row.

4.2.7. Withhold (write off without acceptance) its Agency Fee and other amounts due to the Agent (in accordance with Cl. 5. hereof) from the amounts received from the Buyers on account of settlements with the Trade Partner.

4.2.8. Provide the Trade Partner with additional Services, the volume, terms and other conditions whereof shall be separately agreed upon between the Trade Partner and the Agent.

4.2.9. Provide the Buyer with additional services, the price whereof shall be paid by the Buyer at the time of the conclusion of the sales contract (unless otherwise agreed upon between the Buyer and the Agent), with the mandatory notification of the Buyer thereof. Such services shall be provided by the Agent on its own behalf and shall not be an instruction of the Trade Partner.

4.2.10. Deviate from the instructions of the Trade Partner, if it is necessary for the benefit of the Trade Partner, and the Agent could not preliminarily request the Trade Partner's consent thereto, or did not receive an answer to such a request within three (3) working days upon sending the appropriate request.

4.2.11. Close the Order placed by the Buyer on the Website if the Trade Partner did not close the Order on his/her/its own, but in this case there should be either a confirmation of delivery of the Products from the Buyer, or a confirmation from the delivery service (courier) of the transfer of the purchased Products to the Buyer, or a confirmation of receipt of the Products by the Buyer at the pickup point. In the above cases, the Order shall be closed by the Agent within three (3) business days from the day the Agent receives one of the above confirmations.

4.2.12. At any time, at its own discretion, perform necessary preventive maintenance or other works on the Website lasting not more than twenty-four (24) hours, both with and without prior notification to the Trade Partner.

4.3. The Trade Partner undertakes to:

4.3.1. Immediately after the Registration on the Website (in any case, not later than the working day following the day of the Registration on the Website), provide the Agent with copies of all necessary documents certified by a notary or an authorized person of the Trade Partner that meet the requirements of applicable law for the purposes of activation of the Trade Partner's Personal Account, including:

- for a legal entity: copies of the charter, other incorporation document, minutes or decision on the establishment of the legal entity, the list of members of the Trade Partner, a document confirming the state registration of the Trade Partner, an order for entry into office of the sole executive body of the Trade Partner and/or power of attorney for the respective representative of the Trade Partner, a document confirming the registration of the Trade Partner with the tax authorities;
- for an individual entrepreneur: copies of a document on the state registration of an individual entrepreneur, a document on his/her tax registration, passport details.

4.3.2. Timely and fully pay to the Agent the Agency Fee and other amounts due to the Agent in the amount and manner established hereby.

4.3.3. Provide the Agent with all the reliable information required for him/her/it to fulfill the obligations hereunder.

4.3.4. Within a period not exceeding two (2) working days from the date of receipt of a relevant notification from the Agent, prepare the Products specified by the Agent in the notification for delivery to the Buyer, and inform the Agent of the readiness of the Products for delivery via the Personal Account (if the Products are delivered not by the Trade Partner, but by the Agent or by third parties at the instruction thereof).

4.3.5. The Trade Partner agrees that the Agent shall not be liable towards the Trade Partner for damages of the latter or the risk of their occurrence, as well as for the occurrence or risk of any type of damage, loss (including direct, indirect, consequential, punitive, any other losses or damages, actual losses determined by the special circumstances of the case, etc.), complaints, claims, expenses (including legal fees), including the lack of the Agent's liability to the Trade Partner for any fines, penalties and other sanctions imposed on the latter, both related and non-related (directly or indirectly) to this Agreement.

4.3.6. Inform the Agent of any changes in his/her/its contact details or of the complete termination of his/her/its activities within seven (7) calendar days from the date of occurrence of the relevant circumstance.

4.3.7. Not to post on the Website information that may violate intellectual property rights of third parties.

4.3.8. Provide the Agent with information on the Products actually sold by the Trade Partner to each Buyer and under each sales contract to the extent necessary for the Agent (this information shall be provided to the Agent within three (3) working days of receipt by the Trade Partner of the appropriate request from the Agent), and close the Order placed by the Buyer on the Website, if there is either a confirmation of delivery of the Products from the Buyer, or a confirmation from the delivery service (courier) of the transfer of the purchased Products to the Buyer, or a confirmation of receipt of the Products by the Buyer at the pickup point (in the above cases the Order shall be closed by the Trade Partner within three (3) working days of receipt of one of the above confirmations).

4.3.9. Independently and properly fulfill obligations to the Buyers under sales contracts, as well as independently settle any Buyers' claims related to such obligations, including claims regarding the quality of the Products and guarantees (applying the terms of the User Agreement posted on the Website to the conditions of the relations between the Trade Partner and the Buyer among other things).

4.3.10. Comply with the requirements of the applicable law, as well as laws of other states and the international law (if application of the laws of other states and the international law, respectively, is required), particularly, in terms of the quality of the Products, as well as the observance of consumer rights. Should the Trade Partner fail to comply with the above conditions, the Trade Partner undertakes to reimburse the Agent for all losses incurred by the latter in this connection, as well as for the reputational damage caused by the Trade Partner's non-compliance with the requirements of the applicable law (including the applicable laws of other countries and the international law).

4.3.11. Provide the Buyer with a quality Product. Information on the term and conditions for the Products return, as well as on the guarantees provided for the Products shall be provided by the Trade Partner to the Buyer in writing together with the Products, when the Products are handed over for delivery to the Buyer.

4.3.12. In case of circumstances under which the guarantee obligations shall be fulfilled in respect of the Products, the Trade Partner shall immediately eliminate the deficiencies (defects) of the Products or replace the Products. Thereupon, the Trade Partner shall sign the appropriate works completion certificate with the Buyer and provide a guarantee for the Products in accordance with the time period established by the manufacturer and producer of the Products or the applicable law.

4.3.13. Specify in the Marketplace and Advertisements relevant and reliable information about the main consumer properties of the Product, the full company name of the Trade Partner, its location, working hours, the state registration number of the record on the establishment of the legal entity — the Trade Partner (for the Trade Partner being a legal entity), about the surname, name, patronymic and the primary state registration number of the record on the state registration of an individual as an individual entrepreneur — the Trade Partner (for the Trade Partner being an individual entrepreneur), about the place of manufacture of the Products, about the price and conditions for the purchase of the Products, about their delivery, service life, shelf life and guarantee period, about the procedure for payment for the Products, as well as the time period during which the offer to conclude a sales contract for the Products is valid.

4.3.14. Conclude a sales contract (with the obligation to deliver the Products to the address specified by the Buyer or without the obligation to deliver the Products) with any person expressing the intention to purchase the Products offered in the Advertisement. The price of the Products delivery to the address specified by the Buyer shall be calculated when placing the Order (based on the delivery address specified by the Buyer) and shall be paid by such Buyer in excess of the price of the Products.

4.3.15. When using the Services, comply with the requirements hereof regarding the provision of information and documents to the Agent necessary to identify the Trade Partner as a Party to the Agreement, including when the Trade Partner sends applications, notifications and other documents and information to the Agent.

4.3.16. Should the activity and/or the Products of the Trade Partner be subject to licensing and/or mandatory certification, the Trade Partner shall provide the Agent with duly certified copies of the relevant licenses and/or certificates not later than two (2) working days before the start of the relevant Advertisement posting, and upon posting of such Advertisement — within one (1) working day of receipt by the Trade Partner of the corresponding request from the Agent.

4.3.17. Inform the Buyer of the need to use qualified specialists in connecting, setting up and putting into operation of technically complex Products that cannot be put into operation according to technical requirements without the participation of appropriate specialists.

4.3.18. Immediately (not later than the next working day after changing the relevant information) post in the Marketplace relevant and reliable information specified in Cl. 4.3.13. hereof, in cases of changes or additions to this information.

4.3.19. Within one (1) working day of introducing changes or additions to the information specified in Cl. 4.3.18. hereof, inform the Agent of such changes and/or additions either via the Personal Account, or by sending a relevant letter to the Agent's e-mail address specified in section 14 hereof.

4.3.20. Independently pay all necessary taxes from the amounts transferred to the Trade Partner by the Agent hereunder.

4.3.21. At the Agent's request, immediately provide the Agent with all documents and information confirming the legality and guarantees of holding the Event at the date and time specified by the Trade Partner.

4.3.22. At the request of the Buyer, return to the Buyer the full value of the Coupons sold via the Website, if such claim is received by the Trade Partner before the date of the Event.

4.3.23. The Trade Partner understands and agrees that all actions performed within the framework of the Web Service of the Website, Personal Account, including non-cash payment, are considered to be performed by the Trade Partner.

4.4. The Trade Partner shall be entitled to:

4.4.1. Via the Personal Account, control the Agent's actions performed by the latter hereunder, without interfering in the technical and any other work of the Agent.

4.4.2. Receive the Agent's reports on the implementation of the Trade Partner's instructions (see Appendix No. 3 hereto).

4.4.3. Receive the amounts due to the Trade Partner to his/her/its current account, less the Agency Fee and the Products delivery price (if the Products are delivered not by the Trade Partner, but by the Agent or by third parties at the instruction thereof) and other amounts due to the Agent.

4.4.4. Change and update information on his/her/its product in the Personal Account and add related materials (video, audio, photo).

4.4.5. View Orders from the Buyers in the Personal Account.

4.4.6. Receive funds to the details specified by the Trade Partner not earlier than the Products of proper quality are transferred to the Buyer.

4.4.7. In the Personal Account, as well as using the details provided, receive the necessary documentation on completed and placed Orders;

4.4.8. Contact the Agent regarding the use of the Web Service, as well as send to the Agent for consideration complaints against the Users, other Trade Partners using the details specified in section 14 hereof or using the feedback form in the Personal Account.

4.4.9. In case of unlawful termination of the sales contract with the Buyer, the Trade Partner shall be solely liable to the Buyer, including under the consumer protection legislation. In addition, in the event of the Trade Partner's unlawful termination of the sales contract with the Buyer, the Agent shall be entitled to issue a warning to the Trade Partner, as well as to take actions in accordance with Cl. 4.2.5. hereof.

4.4.10. Use other available functionality of the Web Service without limitations, unless otherwise specified in this Agreement, law or decision of the Agent.

5. PRICE OF THE AGENT'S SERVICES AND THE PROCEDURE FOR MUTUAL SETTLEMENTS

5.1. The Trade Partner shall pay to the Agent the Agency Fee for the fulfillment of the Trade Partner's instructions (the amount of which shall be set as a percentage of the price of the sold Products and/or Coupons in Appendix No. 1, which is an integral part hereof), as well as other amounts due to the Agent.

The Agent reserves the right, within the framework of cooperation with a specific Trade Partner, to establish a different amount of the Agency Fee if this does not contradict the applicable law.

5.2. The Agent shall withhold (write off without acceptance) the Agency Fee due to the Agent, as well as other amounts due to the Agent, from the amount to be transferred to the Trade Partner. The obligations of the Parties hereunder may also be settled by means of a set-off.

5.3. The Agent's obligation to transfer funds to the Trade Partner shall be considered fulfilled at the moment of debiting of the relevant amount from the Agent's current account to the Trade Partner.

5.4. The funds shall be transferred by the Agent using those bank details of the Trade Partner, which the Trade Partner has brought to the Agent's notice in writing or otherwise as accepted by the Agent. It is the Trade Partner's liability to bring to the Agent's notice the Trade Partner's bank account details. The Agent shall transfer no funds to the Trade Partner until the Agent has received from the Trade Partner the latter's bank account details. Such failure to transfer funds to the Trade Partner by the Agent due to non-receipt or late receipt of the Trade Partner's bank details from the Trade Partner by the Agent shall not be considered a delay, late payment or otherwise as the Agent's improper fulfillment of its obligations to the Trade Partner.

5.5. The fulfillment of the Agent's obligation to transfer funds to the Trade Partner may be organized in any possible way as agreed by the Parties. In this case, the Trade Partner is obliged to accept the fulfillment proposed by a third party on behalf of the Agent. In this case, the term for transferring funds to the Trade Partner's account shall be proportionally increased, but in any case it shall not exceed ten (10) working days of the date the Agent receives an appropriate invoice for the transfer of funds due to the Trade Partner.

5.6. The Agent shall transfer funds (less the Agency Fee and other amounts due to the Agent) to the Trade Partner's current account within five (5) working days from the date the Trade Partner issues an invoice to the Agent in his/her/its Personal Account.

5.7. The Agent shall provide the Trade Partner with information on the cash flow in the Trade Partner's Personal Account.

5.8. The Parties shall independently pay taxes on the amounts received by each of the Parties in connection with the fulfillment by the Parties of their obligations hereunder.

The Agency Fee shall include value added tax (hereinafter referred to as “**VAT**”).

5.9. At any time, the Trade Partner may pay money into his/her/its account in the Personal Account by transferring a corresponding amount of money to the Agent's current account.

5.10. The Trade Partner cannot claim funds from the Agent if the Trade Partner has not fulfilled his/her/its obligations to the Buyer and due to this the Agent has decided to return the funds to the Buyer. Such a decision of the Agent may not be disputed by the Trade Partner and shall be recognized as legitimate.

5.11. The Trade Partner shall not be entitled to specify the details of a third party for transfer by the Agent of the funds due to the Trade Partner.

5.12. If otherwise is not provided by this Agreement (cl. 5.17 hereof), the Agent shall transfer funds only to the Trade Partner's (Payment recipient's) bank accounts located in the state where the Agent's location is.

5.13. The Trade Partner undertakes to reimburse the Agent for the amounts recovered from the Agent by payment systems (credit institutions) for violation by the Trade Partner of the applicable laws, rules of international payment systems, committing fraudulent or other illegal actions. The Agent shall be entitled to unilaterally deduct the specified amounts from the amounts due to the Trade Partner. Should funds received from the Buyers be insufficient for the Agent to withhold (write off without acceptance) the above amounts from the Trade Partner, the Trade Partner shall reimburse the Agent for the missing amounts in full within five (5) working days from the date the Agent has issued an appropriate invoice to the Trade Partner. Such an invoice shall be issued by the Agent to the Trade Partner via the Personal Account.

5.14. If the recipient of the Payment is the Trade Partner who/which is not a resident of the country that is the location of the Agent, the Agent reserves the right to withhold (write off without acceptance) additional amounts (taxes, fees, duties, charges, other amounts) from the funds to be transferred in favour of such Trade Partner. In this case, the Trade Partner is obliged to notify the Agent in writing about the need to withhold (write off without acceptance) the above amounts from the funds to be transferred to such Trade Partner. Such notification shall be given by the Trade Partner on the Website via the feedback form.

5.15. The money received from the sale of the Coupons shall be refunded by the Trade Partner independently, based on the relevant claim of the Buyer submitted via the Buyer's Personal Account on the Website.

5.16. Should, for the arrangement of the transfer of funds by the Agent to the Trade Partner, the Agent (or the Agent's bank, or a correspondent bank, or any other bank involved in the transfer of funds, or other organizations participating in payment process, as well as government agencies or municipalities, or any other organisation which is empowered to request information and/or documentation related to the Trade Partner or the arrangement of the transfer of funds by the Agent to the Trade

Partner, all of them are herein jointly referred to as the “**Settlement Participants**” and separately as a “**Settlement Participant**”) require information and/or documents, the Agent and/or Settlement Participants shall be entitled to demand such information and/or documents from the Trade Partner, whereas the Trade Partner shall be obliged to provide the Agent and/or Settlement Participants with such information and/or documents in the form, manner and within the time specified by the Agent and/or Settlement Participants. The Agent shall be entitled to not transfer funds (not arrange for the transfer of funds) to the Trade Partner until the Agent and/or Settlement Participant have received from the Trade Partner the information and/or documents demanded from the Trade Partner. Such failure to transfer funds by the Agent (or by any bank involved in the transfer of funds to the Trade Partner, or by other organizations participating in payment process) to the Trade Partner due to non-receipt or late receipt by the Agent and/or Settlement Participant from the Trade Partner the information and/or documents demanded by the Agent and/or Settlement Participant from the Trade Partner shall not be considered a delay, late payment or otherwise as improper performance by the Agent of its obligations towards the Trade Partner.

5.17. When the Agent arranges for a transfer of the funds in favour of the Non-Resident Trade Partner:

- the Agent orders his/her bank to transfer the funds in favour of the Non-Resident Trade Partner so as the Trade Partner shall be able to receive the funds in the national currency of the state of registration of this Non-Resident Trade Partner in his/her bank account located in this state (if otherwise is not agreed between the Agent and the Non-Resident Trade Partner);
- all expenses related to the transfer of the funds in favour of the Non-Resident Trade Partner by the Agent mentioned in the previous paragraph (taxes, dues, duties, fees, and other expenses, including the expenses for the conversion of the sum in rubles into the national currency of the Non-Resident Trade Partner, transfer expenses, and any other bank or non-bank fees and similar expenses) are entrusted to the recipient of the funds, the Non-Resident Trade Partner (including by deducing such expenses from the funds transferred by the Agent in favour of the Non-Resident Trade Partner).

6. THE AGENT’S REPORT

6.1. Unless otherwise agreed upon by the Parties, the Agent shall, within ten (10) working days of the end of each calendar month, prepare a report on the Services rendered (Appendix No. 3 hereto contains the form of such a report), specifying:

- Products sold to the Buyer (name of the Products sold and quantity of the Products sold);
- amount of payment for the Products accepted from the Buyer (*in applicable currency*);
- amount of the Agency Fee (*in applicable currency*);

- amount of fees for additional Services rendered by the Agent (*in applicable currency*);
- amount to be transferred to the Trade Partner (*in applicable currency*);

and shall send this report (together with the acceptance certificate for the Services rendered — see Appendix No. 2 hereto) to the Trade Partner in the manner provided for in Cl. 6.3. hereof.

6.2. Should the Trade Partner conclude no sales contracts during the reporting month, the Agent shall be entitled not to provide the Trade Partner with both a report on the Services rendered and an acceptance certificate for the Services rendered.

6.3. The Agent's reports on the Services rendered shall be drawn up and sent to the Trade Partner (together with the acceptance certificate for the Services rendered — see Appendix No. 2 hereto) to the e-mail address specified by him/her/it during the Registration on the Website, as well as by posting these documents in the Personal Account within the period specified in Cl. 6.1. hereof.

6.4. Within three (3) working days of receipt of the report on the Services rendered for the reporting period, the Trade Partner shall sign it (as well as the acceptance certificate for the Services rendered — see Appendix No. 2 hereto), affix the Trade Partner's seal to the report and certificate, whereupon the Trade Partner shall send to the Agent the originals of the report on the Services rendered and the acceptance certificate for the Services rendered to the address of the Agent's location. Simultaneously with sending to the Agent the originals of the report on the Services rendered and the acceptance certificate for the Services rendered signed and sealed by the Trade Partner, the Trade Partner shall send to the Agent a scanned copy of the originals of such report and certificate to the Agent's e-mail address specified in section 14 hereof. If found unacceptable, the Trade Partner shall send to the Agent a reasoned refusal to sign these report and certificate within the same time period and in the same manner. The report on the Services rendered, the acceptance certificate for the Services rendered, or a reasoned refusal to sign such report and certificate shall be signed by an authorized representative of the Trade Partner.

6.5. Should the Agent receive from the Trade Partner neither a signed report on the Services rendered and an acceptance certificate for the Services rendered, nor a reasoned refusal to sign the above report and certificate within the term specified in Cl. 6.4. hereof, the above report and certificate of the Agent shall be considered to be accepted by the Trade Partner in full without objections and therefore shall be the ground for settlements between the Parties.

Upon signing by the Trade Partner of the report on the Services rendered, the acceptance certificate for the Services rendered, or upon the expiration of the period for receiving by the Agent a reasonable refusal to sign such a report and/or a certificate from the Trade Partner, no objection from the Trade Partner regarding the report and certificate shall be accepted.

6.6. The Products returned by the Buyer to the Trade Partner for any reason (including the return of the non-conforming Products, or the Buyer's refusal of the Products of proper quality, as well as the Buyer's refusal to perform the sales

contract due to a violation of the obligation to transfer the Products within the prescribed period), shall be considered as sold to the Buyer for the purposes of calculating the Agency Fee. Therefore, the funds received by the Agent for the said Products shall not be payable to the Trade Partner, but shall be refundable to the Buyer, which shall not relieve the Trade Partner from the obligation to pay the Agency Fee to the Agent in the amount calculated at the rate specified in Appendix No. 1 hereto, based on the amount of funds to be returned to the Buyer.

6.7. In the event of return of the Products and/or Coupon (both for the reasons specified in Cl. 6.6. hereof, and for other reasons, as well as in the cases specified in Cl. 5.16. hereof, and other cases) the Agent shall be entitled to withdraw without acceptance the amount of losses (expenses) incurred by the Agent, including the price of the Products which the Agent had to return to the Buyer, if the Trade Partner fails to transfer this amount to the Buyer on his/her/its own, or if the Trade Partner fails to transfer this amount to the Agent on his/her/its own within three (3) working days from issuing a relevant request to the Trade Partner by the Agent.

6.8. When drawing up the report sent to the Non-Resident Trade Partner, the report currency is rubles.

7. USE OF THE WEB SERVICE OF THE WEBSITE, MARKETPLACE AND INTELLECTUAL PROPERTY

7.1. The content of the Website, as well as its Web Service and the Website itself, is protected by copyright, trademark law, as well as by other rights related to the intellectual property and unfair competition law, and may not be copied, published, reproduced, transmitted or distributed in any way as well as posted on the Internet global network without a prior written consent of the Agent.

7.2. Any use of materials posted on the Website (including their reproduction and distribution by any means, including on the Internet, public display, making available to the public, copying (full or partial), alteration, etc.) are prohibited, unless the Agent or the copyright holder gives a prior written consent to such actions.

7.3. To obtain consent for any use of the works posted on the Website, it is necessary to contact the Agent via the feedback form in the Personal Account.

7.4. The Website is integrated with various web services, including those of analytics, online payments, mailings and notifications. These web services provide the ability to access the Website and its Web Services only. All issues related to the use of the Website and its Web Service shall be governed by this Agreement and settled between the Agent and the Trade Partner on their own.

7.5. The Web Service of the Website shall be provided on an "as is" basis.

7.6. The Trade Partner understands and agrees that all actions performed within the framework of the Web Service of the Website, Personal Account, including non-cash payment, are considered to be performed by the Trade Partner.

8. REQUIREMENTS APPLICABLE TO THE ADVERTISEMENTS

8.1. The Trade Partner may post Advertisements and comments to the Advertisements on the Website. The Trade Partner is obliged to specify the age restrictions for the Event in the Advertisement on the Coupons sale.

8.2. Advertisements, as well as comments thereto, shall be placed by the Trade Partner on the Website via the Personal Account and posted on the Website upon their approval by the Agent.

8.3. By placing the Advertisements on the Website, the Trade Partner makes the data contained in the Advertisement publicly available and understands that the placed information is posted on the Website publicly available, that is, it is available for review to the unlimited range of persons in all countries of the world where it is possible to use the Internet and to access the Website. The Trade Partner understands and assumes all the risks associated with specifying contact information in the Advertisement, including but not limited to: the risk of putting the e-mail address on the lists for sending spam messages, the risk of the e-mail address getting to various fraudsters, the risk of the phone number getting to text messages spammers and/or text messages scammers and other risks arising from such posting of information.

8.4. The Trade Partner shall be fully liable for the content and form of the Advertisement, as well as for the comments posted thereto. The Trade Partner guarantees that his/her/its Advertisements contain true information, comply with the requirements of applicable law, this Agreement and other documents governing the activities of the Website.

8.5. If the Trade Partner's Advertisement is subject to copyright or include it, by posting such an Advertisement on the Website, the Trade Partner authorizes the Agent to use it in any manner, including by reproducing, distributing, translating, public performing, public showing, broadcasting on air and by cable, bringing to public without restrictions on the territory and period of use.

8.5.1. For the purpose of increasing sales of the Product, by entering into the present Agreement the Trade Partner gives his/her/its unconditional and irrevocable consent that, at any time and without obtaining the Trade Partner's additional consent (apart from the consent given by the Trade Partner by entering into the present Agreement), the Agent is entitled to use, in any way and in any form (including the Agent's right to run sales promotions, advertising campaigns, and the Agent's right to the distribution of advertising in any way, any form, and by any means, as well as on any terms in the course of advertising, particularly the advertising of the Product and/or the Trade Partner), the commercial name and trademark (service mark) of the Trade Partner, references to the Trade Partner's location, legal and/or business addresses, as well as the Trade Partner's rights to products of intellectual activity and the means of individualization (including any word descriptions, photo and video images posted on the Website, inter alia, word descriptions, photo and video images of the Product sold by the Trade Partner via the Website and its Web Services), and any other information posted by the Trade Partner on the Website. The Trade Partner also confirms that, when exercising the Agent's right specified in the present Cl. 8.5.1., it is not the Agent but the Trade Partner himself/herself/itself who/that is the advertiser.

8.6. When placing Advertisements on the Website, the Trade Partner undertakes to:

- place Advertisements on the Website in accordance with applicable law, including consumer protection law, the terms hereof and other documents governing the activities of the Website;
- view Orders placed on the Website and comments to the Advertisements;
- exchange comments with the Buyer regarding the Order placed by him/her.

8.7. It is prohibited to post on the Website Advertisements and comments thereto containing:

- defamation and insult,
- false data;
- obscene information;
- offer of products turnover of which is prohibited or restricted by applicable law;
- information about private life, personal data of third parties, personal and family secrets;
- state secrets, other legally protected secrets, as well as other confidential information;
- obscene words;
- statements of an extremist nature;
- calls for riots, participation in mass (public) events held in violation of the applicable law;
- links to websites and pages on the Internet, the content of which is contrary to applicable law;
- spam and trolling.

8.8. It is prohibited to place on the Website Advertisements that violate the intellectual property rights of third parties.

8.9. The Agent shall be entitled to delete Advertisements and comments thereto at any time at its discretion in case of violation by the Trade Partner of the applicable law, the terms hereof or other documents regulating the Website activities.

8.10. It is prohibited to place Advertisements that do not correspond to the type of the Products, their description, characteristics, purpose, name in the heading of the Advertisement and/or specification of other information that may mislead the Users. All information in the Advertisement shall be true.

8.11. It is prohibited to place Advertisements for the following Products or services related thereto:

- production and (or) sale of which is prohibited by applicable law;
- explosives and pyrotechnic products;
- products subject to licensing and/or certification, in the absence of the necessary certificates and/or licenses;
- tobacco products, smoking accessories, and smoking mixtures;
- weapons, ammunition, military products;
- securities, information about their issuers, as well as about financial services and financial activities;
- lotteries and promotional events, risk-based games, betting, as well as information about their organizers;

- any alcoholic beverages (including beer);
- precious metals, precious stones and items made thereof.

8.12. It is prohibited to remotely distribute (sale) the Products, free sale of which is prohibited or limited by applicable law.

9. LIABILITY OF THE PARTIES

9.1. The Agent shall not be liable for the Trade Partner's obligations related to the provision to the Buyers of the Products that are the subject of the sales contract, as well as for the Trade Partner's refusal to conclude a sales contract with the Buyer or for the Trade Partner's unilateral termination of the sales contract.

9.2. The Agent shall not be liable if the Agent, the Trade Partner or the Buyer fails to conclude any contracts due to a malfunction of software and hardware used by the Agent and/or the Trade Partner and/or the Buyer, as well as communication channels provided by third parties.

9.3. Should the Trade Partner violate Cl. 4.3.7. hereof, the Agent shall not be liable for the violation of third parties' intellectual property rights. Should the Agent be held liable, inter alia in the pre-trial order, due to the violation by the Trade Partner of Cl. 4.3.7. hereof, the Trade Partner shall be obliged to reimburse the Agent for the losses incurred by the Agent in full, within three (3) working days of filing by the Agent of the relevant claim.

9.4. The Agent shall not be liable for the non-receipt by the Trade Partner of necessary information or non-receipt thereof within the period specified herein due to the Trade Partner's technical problems with access to the Internet, as well as due to a malfunction of the Website and/or the network, or due to maintenance works on the Website.

9.5. The Trade Partner undertakes to reimburse the Agent for all losses incurred if the Buyers and/or other persons file any complaints and/or claims against the Agent related to the fulfillment by the Trade Partner of his/her/its obligations under the sales contracts concluded by the Trade Partner, or due to other circumstances, liability for which is borne by the Trade Partner. Furthermore, the Trade Partner undertakes, firstly, at his/her/its own expense to negotiate on behalf of the Agent with persons filing complaints and/or claims against the Agent in order to minimize the Agent's liability or release the Agent from liability in full, as well as to act on behalf of the Agent in the court with the same purpose.

The Trade Partner shall reimburse the Agent for the above losses in full within ten (10) working days of receipt by the Trade Partner of the relevant written request from the Agent.

Should the Agent be brought to liability (civil, administrative, any other):

- by international bodies or organizations (including non-governmental);
- by non-state, state or municipal bodies or organizations of the country where the Agent is located or any other country;

for reasons caused by guilty or non-guilty action or inaction of the Trade Partner, the Trade Partner undertakes, firstly, at his/her/its own expense to negotiate on behalf of the Agent with persons holding the Agent liable in order to minimize the Agent's liability or release the Agent from the liability in full, to act on behalf of the Agent in the court for the same purpose, and, secondly, to fully reimburse the Agent for all losses of the latter (particularly, both the amount of the fine imposed on the Agent and all expenses/costs of the Agent related to the challenging/imposing/recovery of such fine). The Trade Partner shall reimburse the Agent for the above losses in full within ten (10) working days of receipt by the Trade Partner of the relevant written request from the Agent.

9.6. The Agent undertakes to reimburse the Trade Partner for actual damage caused by the loss of the Product or damage to the Product during the Product delivery to the Buyer (if the Product is delivered not by the Trade Partner, but by the Agent or by third parties at the instruction thereof). Such actual damage shall be reimbursed by the Agent to the Trade Partner after actual reimbursement of this actual damage to the Agent (that is, after the corresponding actual receipt by the Agent of funds from third parties (particularly, from subagents) and/or other parties which caused damage).

9.7. All textual information and graphic images posted on the Website and in the Marketplace have a legal right holder. Unauthorized use of such information and images is punishable in accordance with applicable law.

The Trade Partner hereby confirms that any use by the Agent in accordance with Cl. 8.5.1. hereof of any textual information, and/or photo, video, and graphic images posted on the Website and in the Marketplace either by the Trade Partner himself/herself/itself, or at the instruction of the Trade Partner, shall not constitute unauthorized use. Should third parties file any claims against the Agent due to such use, the Trade Partner shall undertake to act for the Agent in order to release the Agent from any liability resulted from the claims filed, as well as to reimburse the Agent in full for all losses which can be incurred by the Agent due to such claims filed against the Agent.

9.8. The Agent shall not be liable for failure to comply with the terms hereof if the failure occurred due to non-provision and/or late provision and/or provision by the Trade Partner of inaccurate and/or incomplete information, the provision whereof is stipulated hereby, as well as due to any non-compliance by the Trade Partner with the terms hereof.

9.9. Should the Agent receive from the Trade Partner no objections regarding the withdrawal of funds from the Trade Partner's account by the Agent for losses (expenses) in the manner specified in Cl. 6.7. hereof within three (3) working days of the withdrawal of funds, the withdrawal of funds performed by the Agent shall be considered reasonable, not inconsistent with the applicable law and the terms hereof and therefore approved by the Trade Partner, and therefore shall serve as legal ground for the final financial settlements between the Parties hereto.

The term for filing objections to the Agent by the Trade Partner specified in the previous paragraph (three (3) working days of withdrawal of funds by the Agent)

shall be applied to all cases of funds writing off without acceptance by the Agent from the Trade Partner's accounts provided for herein. Should the Agent receive no objection from the Trade Partner regarding such withdrawal of funds from the Trade Partner's account within this time period, it shall mean that the Trade Partner has recognized that the funds withdrawal was performed by the Agent reasonably, in full compliance with applicable law and the terms hereof, therefore approved by the Trade Partner, and therefore it shall serve as legal ground for the final financial settlements between the Parties hereto.

9.10. The Trade Partner guarantees the Agent the availability of sufficient documents enabling the conclusion of a sales contract for the Products throughout the term hereof.

9.11. For the late payment of the Agency Fee, Agent Commission and other amounts due to the Agent, the Trade Partner shall pay the Agent a penalty in the amount of 0.1% (zero point one percent) of the amount not paid to the Agent for each day of delay.

10. CONFIDENTIALITY

10.1. By accepting the terms of this Public Offer, the Trade Partner being an individual entrepreneur gives his/her consent to the processing by the Agent of the registration data provided during the Registration on the Website, namely to perform, inter alia, the following acts: collection, systematization, accumulation, storage, refinement (update, change), use, dissemination (including transfer), depersonalization, blocking and destruction of any information related to the personal data of the Trade Partner, with the aim of concluding with the Agent this Agreement for the sale of the Products via the Website, as well as with the aim of meeting the requirements of the law in terms of countering the legalization (laundering) of criminal proceeds and the financing of terrorism.

10.2. The Agent shall collect and store only the information that is necessary for the provision and use of the Web Service by the Trade Partner and Buyers. The Agent shall take the necessary and sufficient organizational and technical measures to protect the Trade Partner's registration information from illegal or accidental access, destruction, alteration, blocking, copying, dissemination, as well as from other illegal acts therewith committed by third parties.

10.3. The information transferred by the Trade Partner hereunder shall be kept confidential, unless the Trade Partner has voluntarily provided information about himself/herself/itself for public access to an unlimited range of persons on the Website.

10.4. When processing all the data of the Trade Partner being an individual entrepreneur, the Agent undertakes to comply with the provisions of the applicable legislation on personal data, as well as other regulations issued for the purposes of extension and enforcement thereof.

10.5. Under this Agreement, the confidential information is understood as:

- information and data of business, economic, financial, operational and other nature which are provided by the disclosing Party to the receiving Party or became known to the receiving Party in connection with the performance of obligations under this Agreement or other agreements concluded between the Parties;
- the contents of this Agreement, as well as all the documents transferred by the Parties to each other in relation to this Agreement, shall be considered to be confidential and referred to the commercial secret of the Parties which shall not be subject to disclosure by one Party without the prior written consent of the other Party, except for information that may not constitute a commercial secret of a legal entity or an individual entrepreneur in accordance with applicable law;
- information in respect of which the Agent or the Trade Partner transferring it has assumed obligations to third parties being owners of the information to keep its confidentiality;
- subject, content, price and other essential terms of any sales contract concluded with the Buyer;
- any other information received by the Trade Partner or the Agent in the course of fulfillment hereof, including that received by employees of the relevant Trade Partner or Agent, except for the cases when it was specified by the Trade Partner or the Agent during the transfer of such information that the information is not confidential.

10.6. The Parties shall not disclose or transfer to third parties information related to the fulfillment of the terms hereof, which is confidential. If one of the Parties needs to transfer such information to third parties, this can be carried out with the prior written consent of the other Party.

11. SETTLEMENT OF DISPUTES. APPLICABLE LAW

11.1. Should any disputes arise from the use of the Web Service, the fulfillment of obligations hereunder, the Trade Partner and the Agent shall take all measures to settle them through negotiations.

11.2. Unless otherwise provided hereby, the Agent accepts the Trade Partner's claims for consideration either in written form, or via the Personal Account, or via the Web Service. Such claims shall be received by the Agent from the Trade Partner not later than within fifteen (15) working days of occurrence of the circumstances in respect of which the Trade Partner sends a claim to the Agent.

11.3. The term for responding to a claim shall be fifteen (15) working days of receipt thereof by the relevant Party.

11.4. Should the Parties fail to settle a dispute through bilateral negotiations, such a dispute shall be settled in court.

11.5. The Trade Partner's claim shall contain the following information: the date and time of occurrence of the circumstances in respect of which the claim is filed; conditions for such circumstances; content of the Trade Partner's demands; the

Trade Partner's details for sending a reasoned response to the filed claim; the Trade Partner's mobile phone number and e-mail address, as well as other information necessary for the Agent to consider the Trade Partner's claim on the merits.

11.6. The Agent shall be entitled to refuse to accept and consider the Trade Partner's claim if the Trade Partner provides false information.

11.7. When deciding which law shall be applicable to the relations between the Agent and the Trade Partner, it is necessary to be guided by the following:

11.7.1. In the event of the Trade Partner's Registration on the Website, the legal relations between the Trade Partner and the Agent shall be governed by the law of the location of the relative Website Administration.

11.7.2 In the event of the conclusion of a sales contract for the Products, the legal relations between the Buyer and the Trade Partner shall be governed by the law of the location of such a Trade Partner.

11.7.3 When applying the above Cl. 11.7.1. and Cl. 11.7.2., it is necessary to be guided by the following:

- located on the territory of the Russian Federation, the Trade Partner, performing the Registration on the Website, concludes the Agency Agreement-Offer with the Agent — Eurasian Financial Community LLC (abbreviated name — EAFC LLC), a legal entity incorporated under the legislation of the Russian Federation (INN 7801282960, OGRN 1157847212170), located at the address: 22A Zvenigorodskaya Street, office 051, 191119, Saint Petersburg; e-mail: office@wellmax.eu;

- located on the territory of the Republic of Kazakhstan, the Trade Partner, performing the Registration on the Website, concludes the Agency Agreement-Offer with the Agent — WellMax Kazakhstan LLP, a legal entity incorporated under the legislation of the Republic of Kazakhstan (BIN 150340010512), located at: 50 Nazarbaeva Street, offices 808 and 831, 050004, Almaty; e-mail: wellmaxkazakhstan@mail.ru.

- located on the territory of the Kyrgyz Republic, the Trade Partner, performing the Registration on the Website, concludes the Agency Agreement-Offer with the Agent – Wellmax KG LLC, a legal entity incorporated under the legislation of the Kyrgyz Republic (registration number: 181163-3301-000, INN 02702201910352), located at the address: 108 Toktogula Street, Bishkek, Kyrgyz Republic; e-mail address: Kuttubaeva65@mail.ru ;

- located outside the territory of the Russian Federation, outside the territory of the Republic of Kazakhstan, and outside the territory of the Kyrgyz Republic, the Trade Partner, performing the Registration on the Website, concludes the Agency

Agreement-Offer with the Website Administration — Eurasian Financial Community LLC (abbreviated name — EAFC LLC), a legal entity incorporated under the legislation of the Russian Federation (INN 7801282960, OGRN 1157847212170), located at the address: 22A Zvenigorodskaya Street, office 051, 191119, Saint Petersburg; e-mail: office@wellmax.eu.

11.7.4. Except for the cases mentioned below in Cl. 11.7.5., the acceptance of payments from the Buyers concluding a sales contract with the Trade Partners is carried out by **WELLMAX MARKETPLACE Limited Liability Company** (abbreviated name – **WELLMAX MP LLC**, OGRN 1157847460968, INN 7810422363, located at the address: office 12, premises 10-H, letter A, 126 Ligovsky Avenue, 191119, Saint Petersburg, Russian Federation). Therefore, WELLMAX MP LLC is charged with the complying with the legislation applicable by settling such accounts (particularly, the duty of issuing a cash register receipt and complying with other requirements of the legislation on using cash register equipment when settling accounts in the Russian Federation).

11.7.5. Exceptions to the general rule stated above in Cl. 11.7.4.:

11.7.5.1. If:

- either the Buyer concludes a sales contract with the Trade Partner being at the territory of the Republic of Kazakhstan,
- or the Buyer concludes a sales contract for the Products which are paid by the Republic of Kazakhstan currency – tenge (KZT),

the acceptance of payments is carried out by WellMax Kazakhstan Limited Liability Partnership registered according to the legislation of the Republic of Kazakhstan (BIN 150340010512), the legal entity located at the address: 50 Nursultan Nazarbaev Avenue, office 822, Medeusky District, 050004, Almaty, Kazakhstan, e-mail: wellmaxkazakhstan@mail.ru.

11.7.6. The legal relations between WELLMAX MP LLC and the Agent – EAFC LLC (see Cl. 11.7.3 hereof above), and the legal relations between WELLMAX MP LLC and the Agent – Wellmax KG Limited Liability Company (see Cl. 11.7.3. hereof above) shall not affect the legal relations between the Agent mentioned above – EAFC LLC and the Trade Partner, and they shall not affect the legal relations between the Agent mentioned above – Wellmax KG Limited Liability Company and the Trade Partner.

Both the Agent mentioned above – EAFC LLC and the Agent mentioned above – Wellmax KG Limited Liability Company have a right to inform the Trade Partner of accounts settled with the involvement of WELLMAX MP LLC provided getting the request from the corresponding Trade Partner in writing.

12. GROUNDS FOR RELEASE FROM LIABILITY

12.1. Either Party shall be released from liability for full or partial non-fulfillment of its obligations hereunder, if such non-fulfillment was caused by force majeure occurred after signing hereof. Force majeure shall be understood as emergency events or circumstances that such Party could not have foreseen or prevented by the means available thereto. Such emergency events or circumstances include, but not limited to: strikes, floods, fires, earthquakes and other natural disasters, wars, military actions, actions of state bodies or foreign state bodies, as well as any other circumstances beyond the reasonable control of any Party.

12.2. Equally, the circumstances that release the Parties from liability for delays in the fulfillment or non-fulfillment of their obligations hereunder shall be the declaration of an embargo or sanctions, other actions or inaction of public and/or administrating authorities that directly affected or will affect the possibility of fulfillment of the obligations hereunder by the Parties.

12.3. The claim of any Party to pay damages thereto caused by force majeure shall be void and shall not be subject to satisfaction.

12.4. Should force majeure continue to operate after sixty (60) calendar days from the date of its occurrence and this causes a substantial violation of the rights and interests of any Party, such Party shall be entitled to notify the other Party in writing of its intention to terminate this Agreement. In this case, this Agreement shall be deemed terminated upon the expiration of thirty (30) calendar days of receipt by the other Party of the above notice from the Party the rights and interests of which have been substantially violated.

13. TERM OF THE AGREEMENT

13.1. This Agreement shall enter into force upon the Acceptance of this Public Offer by the Trade Partner and shall be valid until the time of its termination in the manner provided for hereby.

13.2. The Agent shall be entitled, at any time, to unilaterally introduce any amendments and/or additions to this Agreement and all appendices hereto (in whole or in part) without prior coordination with the Trade Partner. Such amendments and/or additions shall enter into force for the Agent and the Trade Partner on the next calendar day upon posting of such amendments and/or additions on the Website, unless otherwise specified by the Agent.

13.3. The Trade Partner undertakes to independently monitor amendments and additions to this Agreement and appendices hereto by reviewing their current version on a daily basis. The Trade Partner shall be solely liable for any consequences arising from the fact that he/she/it failed to get familiarized with the version of this Agreement and appendices hereto being in force on a specific date, and shall not impose such liability on the Agent (shall release the Agent from such liability).

13.4. The Agent shall be entitled to unilaterally terminate this Agreement at any time without obtaining any consent of the Trade Partner, by notifying the Trade Partner via the Personal Account, at the e-mail address or in other way in writing not less than twenty (20) working days before the date of termination hereof. In this case, this Agreement shall be deemed terminated as of the date specified in such notice. The termination hereof shall not entail automatic settlement of the Parties' debts to each other that have arisen before the date of termination hereof. During the above-mentioned 20-day period, the Parties shall make mutual payments, sign reconciliation statements, reports, certificates and other necessary documents.

13.5. The Trade Partner shall be entitled to unilaterally suspend the execution of this Agreement in full or in part (by notifying the Agent thereof via the Personal Account and/or the Agent's e-mail address at least twenty (20) working days before the date of suspension of the execution hereof) in the event of the dispute between the Agent and the Trade Partner regarding the coordination and/or payment of the amount of the Agency Fee, Agent Commission, other amounts due to the Agent, as well as regarding the performance hereof.

13.6. The documents transmitted by e-mail, via the Personal Account, using the facsimile communication, and scanned copies thereof shall have full legal force. The risk of data corruption shall be borne by the Party that sent the data in the way concerned. The originals of the documents which were previously sent by one of the Parties to the other Party using one of the above methods, shall be transferred by the Parties to each other not later than ten (10) working days of signing such documents.

13.7. For convenience, the Parties shall also be understood in this Agreement as their possible legal successors.

13.8. The Parties hereby confirm that their seal affixed to any document drawn up in relation to the execution hereof shall be an unconditional confirmation that the person signing such a document was duly authorized by the Party concerned to sign such document.

13.9. Nothing in this Agreement may be interpreted as a term violating the applicable law.

If any term of this Agreement contradicts the applicable law, that term shall not be subject to application, but the applicable law shall be applied in the corresponding part. At the same time, other terms of this Agreement shall be applied in that part, in which they do not contradict the applicable law.

14. DETAILS

Agent: as stated in Cl. 11.7. above

Agency Fee

Agency Fee
(expressed in percentage)

1. For all Agents (except the Agent – Wellmax KG LLC – see Cl. 11.7 hereof):
 - in accordance with the rates specified in the Trade Partner’s Personal Account, but no less than 8% (eight percent) of the price of the Products and/or Coupons sold to the Buyer.
2. For the Agent – Wellmax KG LLC (see Cl. 11.7 hereof):
 - 15% (fifteen percent) of the price of the Products and/or Coupons sold to the Buyer

CERTIFICATE No. _____
of acceptance of the Services rendered
for the period from _____, 20__ to _____, 20__

_____ , _____

We, the undersigned, *(full name of the Agent, its location and other details)* represented by the Director General _____, acting on the basis of the charter, hereinafter referred to as the **Agent**, on the one part, and _____, represented by _____ acting on the basis of _____ *(charter, power of attorney, other document — specify the name of the document, its number and date)*, hereinafter referred to as the **Trade Partner**, on the other part,

have drawn up this Certificate stating that the Agent rendered, and the Trade Partner accepted without complaints the following Services:

for the period from _____, 20__
to _____, 20__
for a total amount of _____
(amount in words in the applicable currency),
including VAT in the amount of _____
(amount in words in the applicable currency).

This Certificate witnesses the proper provision of the Services by the Agent to the Trade Partner during the above period. The Parties have no claims against each other in relation to the provision of the above Services during the above period.

on behalf of **the Agent**:
(position)
(full name)

Seal here

on behalf of **the Trade Partner**:
(position)
(full name)

Seal here

Appendix No. 3
to the Agency Agreement-Offer
(as amended on 29 January, 2020)

(specify the addressee)

The Agent's Report
on the Agency Agreement-Offer No. ____ dated _____, 20__

_____, 20__

(Full name of the Agent, its location and other details), acting as the Agent, hereby sends the Agent's report under the Agency Agreement-Offer dated _____, 20__.

Over the period from _____, 20__ to _____, 20__, the Agent has performed the following actions (operations) and rendered the following Services:

No.	Products and/or Coupons sold to the Buyer		Amount of payment for the Products and/or Coupons accepted from the Buyer <i>(currency)</i>	Agency Fee amount <i>(currency)</i>	Amount of fees for additional Services rendered by the Agent <i>(currency)</i>	Amount to be transferred to the Trade Partner <i>(currency)</i>
	Name of the Product and/or Coupon sold	Quantity of the Products and/or Coupons sold				

Should the Agent receive from the Trade Partner neither a copy of this report signed and sealed by the Trade Partner, nor a reasoned refusal to sign this report, in accordance with the terms of the Agency Agreement-Offer, this Agent's report shall be deemed to be accepted by the Trade Partner in full without objections and therefore shall be the ground for settlements between the Parties.

Report submitted by:

_____/_____/_____

On behalf of **the Agent**

Report accepted by:

_____/_____/_____

On behalf of **the Trade Partner**

Seal here

Seal here