

# **AGENCY AGREEMENT-OFFER OF PARTICIPATING IN CASHBACK PROGRAM** *(as amended on August 25, 2020)*

## **1. Terms and definitions**

The terms and definitions in this Agreement are used to mean the following:

“**Agent**” is International Financial Community Limited, registration No. 1491371, located at 19 Waterfront Drive P.O. Box 3540, Road Town, Tortola, VG1110, British Virgin Islands, email: [office@wmifc.com](mailto:office@wmifc.com), carrying out the processing of information on the purchases of Partner’s Products made by the Partner’s Customers; verification of information uniqueness by making a corresponding request to the Partner; crediting of bonus compensation (Cashback) to the Buyer; “**Agent Commission**” is Agent’s commission fee for implementing actions according to this Agreement. The procedure for determining the commission fee rate is set by the Agreement and Appendices thereto;

“**Security Payment**” is monetary funds transferred to the Agent by the Partner to credit the bonus compensation (Cashback) to the Partner’s Customers, and to pay the Agent Commission;

“**Customer**” is a person, having purchased the Cashback Partner’s Product or Service and addressed to the Agent for paying out Cashback within a specified period of time;

“**Cashback Partner**” “**CP**”, “**Partner**” is a legal entity, an individual entrepreneur or any natural person registered in the Web Service, entitled to deposit the Security Payments by any means available in the Web Service and participate in “Cashback” program;

“**Cashback**” is a form of encouraging the Partner’s Customers, the party to this Agreement, constituting the bonus compensation credited to the Partner’s Customer on the basis and under the terms set by this Agreement;

“**Personal Account**” is a program interface of interaction between the Partner and the Agent, which contains the data on statistics and other information as to Cashback Program and provides with the opportunity of remote interaction between the Parties within the framework of the Agreement, available following the authorization by means of Partner’s login and password on the Web Service website, including by the applications.

“**Web Service**” is a website of <https://www.wellmax.eu>, providing with access to participate in “Cashback” program.

“**Agreement Currency**” is a US dollar.

The terms, which are not defined in this section, may be used in the Agreement. In this case, that term is interpreted in accordance with the Agreement text. In the absence of unambiguous interpretation of a term in the Agreement text, one should be guided by the interpretation of the term defined, first, by the legislation, and, second, formed (widely used) on the Internet.

## **2. Subject matter of the agreement and procedure for its concluding**

2.1. According to the Agreement, the Agent shall on his/her behalf, but for the Partner’s account interact with the Customers as to charging the compensation (Cashback) for purchasing the Partner’s Products.

2.2. Whereas the Agent shall interact with the Partner’s Customer on his/her own, for the purposes of preserving the guarantee of the rights to crediting the bonus compensation (Cashback) to the Partner’s Customers, the Partner shall settle the Security Payment to the Agent.

2.3. The Agent shall credit the bonus compensation (Cashback) if the Customer complies with the terms of crediting the bonus compensation (Cashback) and the following terms:

2.3.1. The funds of the Security Payment available are enough to pay out the bonus compensation and pay the Agent Commission;

2.3.2. The Partner has confirmed the actuality of the purchase made and the validity of information provided by the Customer, thus entrusting the Agent with crediting the bonus compensation (Cashback) in favour of the Customer.

2.4. The Agent shall credit the bonus compensation (Cashback) on the basis and under the terms set by the corresponding sections of this Agreement and Appendices thereto.

2.5. When making a final decision on crediting the bonus compensation (Cashback) to the Customer, the Parties shall follow the principle of first satisfying the Customer's interests.

2.6. The procedure for concluding the Agreement:

2.6.1. The Partner shall initiate the concluding of the Agreement by performing the following actions: careful examination of this Agreement text, consent to the terms of the Agreement (by transferring to the next steps of involvement in the Cashback system), performing actions as to Cashback settings in the corresponding section of the Personal Account, performing actions as to the registration in the system as Cashback Partner, crediting the Security Payment (following the moderating the Cashback Partner by the Agent in the system);

2.6.2. Performing actions stated in cl. 2.6.1. means the full understanding of the "Cashback" program terms, the terms of this Agreement, and unconditional acceptance of the terms of this Agreement and involvement in participating in the "Cashback" program by the Partner.

2.7. The Partner is considered to be involved in the "Cashback" program from the date of consent to participate in the program, the evidence of which is the publication of corresponding information in the Personal Account (status of "Cashback" program Partner).

### **3. Partner's obligations**

3.1. The Partner shall:

3.1.1. Settle the Security Payment to the Agent on the basis and under the terms set by the corresponding section of the Agreement;

3.1.2. Process the request received from the Customer to confirm the fact of purchasing the Partner's product by the Customer;

3.1.3. Confirm or deny the validity of information provided by the Customer within the time limits specified by the corresponding section of the Agreement;

3.1.4. Send the corresponding response-order to the Agent to credit the bonus compensation (Cashback) to the Customer;

3.1.5. Pay the Agent Commission on the basis of and under the terms of the Agreement;

3.1.6. Provide the Agent with information on the Partner's services provided, which is necessary to perform activities, price lists, promotional materials, etc.;

3.1.7. Be liable on his/her own for integrity and confidentiality of registration data (login and password). All actions performed by means of Partner's (Partner's representative's) login and password in the Personal Account are considered to be performed by the Partner. The Partner is liable on his/her own for all the actions performed by means of Partner's (Partner's representative's) login and password. The Agent is not liable for unauthorized use of Partner's registration data by the third parties.

### **4. Procedure for interaction**

4.1. The Agent shall interact with the Partner (Partner's representative) through the Personal Account. The Partner shall have access to the data of statistics as to the payment of bonus compensation (Cashback) to the Partner's Customers, write-off of the Agent's fee, and information on the history of crediting the funds to the Partner's balance and the current Partner's balance in the corresponding section of the Personal Account. At the same time, the Agent is not liable if it is impossible for the Partner to examine the data of statistics and other information for the reasons independent of the Agent.

4.2. When receiving Agent's request for confirmation of the purchase made by the Customer, the Partner shall process the incoming request and confirm the actuality of the purchase made no more than two (2) months ago within no more than one (1) month from receiving the corresponding request.

4.3. In case of violation of terms of cl. 3.1.2-3.1.4, including in case of absence of confirmation or denial of information on the purchases made by the Partner's Customers provided by the Agent, the information is considered to be unconditionally accepted by the Partner, and in compliance

with cl. 2.3.1, the Agent shall be entitled to credit the bonus compensation (Cashback) to the Customer on his/her own.

4.4. The Agent shall credit the bonus compensation (Cashback) to the Customer by means of automated system of crediting the bonus compensation (Cashback) when receiving the confirmation of information provided by the Partner on the purchase of Partner's product made by the Customer.

4.5. If the Partner shall not participate in "Cashback" program within three (3) months (including, for example, failure to pay the tariff following the registration as a Partner, but not limited to the stated), the Agent shall withhold the information on him/her as a participant of "Cashback" program in the Web Service.

## **5. Security payment**

5.1. The Security Payment is the amount of funds transferred to the Agent by the Partner to ensure the discharge of obligations for crediting the bonus compensation (Cashback) to the Partner's Customers as well as the obligations for payments of Agent Commission.

5.2. The amount of Security Payment shall be determined according to the tariff chosen by the Partner in the corresponding section of the Personal Account and confirmed by the transferring of the Security Payment in the amount not less than prescribed by the tariff chosen. The list of tariffs may be found in Appendix No. 1 to this Agreement.

5.3. In case of repeated deposit of Security Payment by the Partner and available balance on the Partner's account, the tariff shall be prescribed based on the amount of funds on the Partner's balance and single amount of Security Payment deposited.

5.4. The Partner shall deposit the amounts of Security Payment as ensuring of discharge of obligations for crediting the bonus compensation (Cashback) to the Customers. The failure to deposit the Security Payment involves failure to discharge the obligations according to this Agreement by the Agent, which results in the fact that Agent shall be released from his/her liability for failure to discharge the obligations provided by this Agreement.

## **6. Mutual payments**

6.1. The Agent shall perform actions provided by section 2 of the Agreement solely under the terms of transferring the Security Payment by the Partner. In case of lack of funds of Security Payment and/or lack of funds for Agent Commission, the Agent shall be released from discharge of obligations to the Partner for crediting the bonus compensation (Cashback).

6.2. The amount of Agent Commission shall be determined depending on the tariff chosen. When choosing the tariff in the corresponding section of the Personal Account, the Partner shall agree with the amount of Agent Commission set for this tariff, the information on which is provided to the Partner by the Agent when choosing the tariff. The tariffs are set in the US dollars. The Agent shall reserve the right to change the amount of Agent Commission at his/her discretion within limits specified by Appendix No. 1 to this Agreement.

6.3. The Agent shall be entitled to credit the Agency Fee of all the amounts received by the Agent from the Partner.

6.4. Acceptance of payments is carried out directly by the Agent or the third party on behalf of the Agent (subagent, payment processor). The Agent shall be under an obligation from the moment of crediting the Security Payment to him/her or the third party on behalf of the Agent. The list of the legal entities authorized to accept Security Payments by the Agent may be found in Appendix No. 2 of this Agreement.

6.5. If the acceptance of Security Payment is carried out by the third party on behalf of the Agent in currency other than the Agreement Currency, in order to calculate the amount of Security Payment, the rate of the central bank of that country, where that third party is registered, at the time of choosing the currency of Security Payment shall be applied. When determining the amount of Security Payment, the value is considered to be to two (2) decimal places, the rounding is carried out to the whole number upwards.

6.6. The amount of Security Payment due for payment according to the Tariff chosen in currency other than the Agreement Currency is valid within one working day from the date of issuing an invoice to the Partner. In case of payment of an invoice on the day of issuing that, the Agent shall reserve the right to change the rate of crediting the funds.

## **7. Liability**

7.1. The liability is provided for the violation of terms of the Agreement according to the terms of the Agreement and the applicable legislation.

7.2. The Parties shall be released from the liability for partial or complete failure to discharge the obligations according to the Agreement if it resulted from the force majeure circumstances. The Party that failed to discharge the obligations shall immediately inform the other one on beginning and cessation of the circumstances mentioned above.

7.3. If the breach of obligations by the Partner assumed by this Agreement constituted a ground to lay claims, bring suits and/or orders on payment of the penalties from the side of authorities and/or third parties (including the Customers), upon Agent's request the Partner shall without delay provide the entire information requested concerning the contract concluded between the Partner and the Customer, settle those claims and suits on his/her own as well as recover losses to the Agent (including court costs, costs of paying the penalties) caused to the Agent as a result of laying him/her those claims, bringing him/her those suits and orders in view of violation of third parties' rights and/or the current legislation as a result of providing the Service by the Partner.

## **8. Period of validity of the agreement, terms of its amendments, termination**

8.1. The agreement is concluded for uncertain term and enters into force from the moment set in cl. 2.3, 2.6 of the Agreement.

8.2. The Agreement terminates when Partner is ceased to be posted in the Web Service.

8.3. The Agent reserves the right to amend the terms of Agreement which are published in the Web Service in the corresponding section of the Partner's Personal Account at [https://wellmax.eu/assets/site/docs/en/agency\\_agreement\\_offer.pdf](https://wellmax.eu/assets/site/docs/en/agency_agreement_offer.pdf) at any moment at his/her discretion. In case of amendments made to the Agreement by the Agent, those amendments enter into force from the moment of publication the modified Agreement text in the corresponding section of the Partner's Personal Account at [https://wellmax.eu/assets/site/docs/en/agency\\_agreement\\_offer.pdf](https://wellmax.eu/assets/site/docs/en/agency_agreement_offer.pdf) if another term of entering into force of the amendments is not separately determined by that publication.

8.4. The Agent shall inform the Partner on the amendments mentioned above by any of the following means: in the Personal Account and/or by email to the address specified in the Personal Account.

8.5. In case of disagreement with the modified terms of the Agreement, the Partner shall be entitled to cease participating in "Cashback" program and decline the Agreement, informing the Agent within fifteen (15) calendar days from the date of sending the notification to the Agent by sending this notification to the e-mail specified as the Agent's feedback address in the corresponding section in the Web Service.

8.6. The Agreement may be dissolved as agreed by the parties at any time.

8.7. In case of dissolution of the Agreement at the Partner's initiative or by agreement between the Parties, according to cl. 8.5 and 8.6 of this Agreement, the Partner shall be entitled to submit an application to the Agent for a return of unused portion of the Security Payment (by deducting 50% as provided below in cl. 8.8). The application for a return of unused portion of the Security Payment shall be submitted by sending a letter by the Partner to the Agent's e-mail specified in the Agreement.

8.8. When returning the Security Payment, the Agent shall deduct 50% of its balance as of the date of submitting the application for a return of unused portion of the Security Payment. This payment shall include the Agent's costs of keeping the Agent's record for the entire period of work, serve

as the payment for the advertising services in the form of posting the Partner's company on the Website as well as make up the bank and other commissions for transactions.

8.9. At the Agent's initiative, the Agreement may be unilaterally dissolved without delay by means of sending the corresponding notification to the Partner at the e-mail address specified in the Personal Account or by means of notifying the Partner in the Personal Account in case of breaching the obligations assumed by the Partner to the Customers, violation of the terms of this Agreement by the Partner as well as the terms of other documents regulating arrangements for using the Web Service.

8.10. At the same time, all the obligations of the Parties according to the Agreement, which by their very nature should remain in effect (including the obligations regarding confidentiality, making mutual payments, but not limited to the stated), remain in force following the expiration of the Agreement.

## **9. Statements and guarantees**

9.1. Each Party states and guarantees another Party that in order to perform this Agreement:

9.1.1. he/she has full rights and authority to conclude and perform this Agreement;

9.1.2. he/she has made the corporate decision necessary to authorize the performance of this Agreement.

9.2. he/she shall without delay inform the Agent on any data modifications specified by the Partner by e-mail (at the address specified in the corresponding section in the Web Service) subject to receiving confirmation of receiving information by the Agent.

## **10. Miscellaneous**

10.1. The Agreement and its performance are regulated in accordance with the legislation of the Agent's host country.

10.2. All the disputes and disagreements emerging between the Parties shall be settled by means of negotiations. If the points at issue are not settled in the negotiations, all disputes under this Agreement or concerned therewith are subject to consideration according to the applicable legislation.

10.3. If one or more provisions of this Agreement are for some reason invalid, unenforceable, that invalidity shall not affect the validity of any other provision of this Agreement, and the Agreement shall be interpreted in such a way as if it should not contain that invalid provision.

**APPENDIX NO. 1**

**TO THE AGENCY AGREEMENT-OFFER OF PARTICIPATING IN CASHBACK PROGRAM**

*(as amended on August 25, 2020)*

Tariff	Test	Basic	Start	Business	Pro
Security Payment	0-290 \$	from 290 \$	from 990 \$	from 2,990 \$	from 6,990 \$
Agent Commission	No more than 45%	No more than 35%	No more than 30%	No more than 25%	No more than 20%

## APPENDIX NO. 2

### TO THE AGENCY AGREEMENT-OFFER OF PARTICIPATING IN CASHBACK PROGRAM

*(as amended on August 25, 2020)*

The list of legal entities authorized by the Agent to accept the Security Payments:

1. “Eurasian Financial Community” Limited Liability Company (abbreviated name: EAFC LLC), the legal entity registered in accordance with the legislation of the Russian Federation (INN 7801282960, OGRN 1157847212170), legal address: office 051, letter A, 22 Zvenigorodskaya Street, 191119, St. Petersburg, is authorized to accept the Security Payments in Russian rubles;
2. “WellMax Kazakhstan” LLP, the legal entity registered in accordance with the legislation of the Republic of Kazakhstan (BIN 150340010512), legal address: office 822, 50 Nursultan Nazarbaev Avenue, Medeusky District, 050004, Almaty, Republic of Kazakhstan, is authorized to accept the Security Payments in tenge of the Republic of Kazakhstan;
3. WELLMAX SLOVAKIA s.r.o., the legal entity registered in accordance with the legislation of the Slovak Republic, registration No.: 50 428 365, legal address: 821 09, Plynárenská 1, Bratislava – mestská časť Ružinov, Slovenská republika, is authorized to accept the Security Payments in euros;
4. Nadand Kft., the legal entity registered in accordance with the legislation of Hungary, registration No.: 13-09-170119/14, tax No.: 12909559-2-13, legal address: office 231, 150 Dózsa György St., 1134, Budapest, Hungary, is authorized to accept the Security Payments in euros.
5. “Wellmax KG” Limited Liability Company, the legal entity registered in accordance with the legislation of the Kyrgyz Republic, registration No. 181163-3301-000, INN: 02702201910352, legal address: 108 Toktogula Street, 720000, Bishkek, Kyrgyz Republic, is authorized to accept the Security Payments in soms of Kyrgyz Republic.