

Agency agreement (offer)

Terms of use of the products of the DSS Digital Smart Systems brand, Personal Account (web interface of the service and service management system) on the website www.dss.group.

The contract is valid in accordance with Article 435 of the Civil Code.

Digital Smart Systems Limited Liability Company, represented by Director General Kirst Konstantin Wolfgangovich, acting on the basis of the Charter, hereinafter referred to as the "Principal", on the one hand, and any capable individual (who has reached the age of majority) who has registered his personal account as the partner of the company, hereinafter referred to as "Agent" (Distributor), on the other hand, hereinafter individually or collectively referred to as "Party", "Parties", have concluded this Agreement as follows:

TERMS AND DEFINITIONS

For the purposes of this Agreement, the following terms are used:

Product — software and other products of the Principal. They may be computer programs or physical products, including products with integrated software.

Agent (Distributor, Partner) — any individual (having attained the age of majority) or a legal entity that has entered into an agency agreement with the Principal in writing or in electronically, or has accepted an offer on the Principal's website.

User — any user of the Internet who has entered the DSS website at www.dss.group.

Customer — any individual or legal person who wishes to purchase or who has already purchased the Product of the Principal.

Contract — a contract for the provision of services, performance of work, sale of goods, which is concluded with the client.

Personal account — the personal page of the Client, Agent, User, Partner, which is accessible only by login and password, is created using the registration mechanism on the site. Personal account contains information about the partner network, products, financial reports, and other tools for work. The filling of a personal account may vary depending on the new products and developments of the Principal and is not mandatory.

1. THE SUBJECT OF THE AGREEMENT

1.1. In order and on the conditions defined by this Agreement, the Agent searches for any persons (hereinafter referred to as Clients and Partners) for the sale of the Principal's Products, as part of its commercial activities, facilitates the conclusion of contracts between the Principal and the Agent, and also provides advertising and consulting support in promoting the Principal's software and other products, and the Principal rewards the Agent according to the conditions of the agent's fees.

1.2. All products, services and software are available at www.dss.group.

1.3. It is possible to get acquainted with the detailed description of a specific product or all products in the user's personal account.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. In accordance with this Agreement, the Agent undertakes:

- attracting persons interested in the Products of the Principal;
- provide advertising, consulting and marketing support, as well as otherwise help to promote the Principal's Products;
- promote negotiations of the Principal with potential Clients and Partners;
- assist in concluding contracts between the Principal and persons interested in the Products provided by the Principal;
- adhere to the instructions of the Principal regarding the confidentiality of technical documentation and information relating to the use of the Products.

2.2. The Agent is not entitled to independently conclude contracts with third parties on behalf of the Principal;

2.3. In accordance with this Agreement, the Principal undertakes to:

- provide the Agent with the necessary information related to the use and development of the software used;
- provide the Agent with necessary information about the Principal's Products;
- provide technical support for the use of personal accounts on the Principal's website.

3. ORDER OF INTERACTION OF THE PARTIES

3.1. To provide technical assistance to the Agent in mastering the software, as well as for teaching the Agent methods and techniques related to the use and application of the software, the Principal offers consulting and training services on the Internet site www.dss.group.

3.2. The agent carries out independently events, presentations, consultations on the Territory and on time at its discretion. All costs associated with such events are borne by the Agent.

4. AGENT REMUNERATION AND PAYMENT PROCEDURE

4.1. Under this Agreement, the Agent receives a reward. The amount of remuneration is determined by the result of the work done by the Agent and the current marketing of the company.

4.2. All information on the company's marketing, agency remuneration scheme, bonuses and gifts is located on the internal pages and in the Partner's personal account of the website www.dss.group on the Internet.

4.3. The agent program includes the following payments:

- Award for a personal invitation (charged instantly, available for withdrawal daily);
- Group bonus (charged instantly as conditions are met, available for withdrawal on a weekly basis);

- Leadership premium (accrued instantly as conditions are met, available for withdrawal on a monthly basis);
- 4.4. If the Agent has noticed an error in the charges under the agency program, he should immediately contact the Principal's technical support, otherwise appeals on charges more than 3 (three) calendar days after the charges may not be considered by the Principal.
- 4.5. For remuneration, the Agent makes an electronic application for withdrawal in his account on the website dss.group. Available funds for withdrawal are displayed on the account for withdrawal. The Agent can send a request at any time, regardless of the day of the week and the time of day.
- 4.6. Payments at the request of Agents are made daily according to the workload of the company's financial department. The funds are credited to the Agent for some time depending on the payment systems and banking mechanisms, the Principal cannot influence their work and the speed of the transactions.
- 4.7. The application for payment of the Agency fee has a certain form and is placed in the personal account of the Agent on the Principal's website.
- 4.8. By paying the agency fee, the Principal withholds the Personal Income Tax (PIT) from the Agent, equal to 13% of the amount paid. The principal is obliged to fulfill these conditions in accordance with the legislation of the Russian Federation and the Regulations on accounting control, in the event that the Agent is an individual citizen of the Russian Federation.
- 4.9. When paying agency fees to the agent's bank account, the bank commission is paid at the expense of the latter.
- 4.10. Not later than the 15th (fifteenth) day of the current month, the Contractor shall send the Agent a monthly report for the previous reporting month, including information on the contracts concluded by the Contractor with the assistance of the Agent, and the calculation of the Agent's fee via postal, courier, facsimile or electronic communication. The form of the Agency Monthly Report has a certain strict format and is placed in the personal account of the Agent on the Principal's website.
- 4.11. The reporting period under this Agreement is the calendar month.
- 4.12. In case the client has not made timely payment, the bonus to the Agent is not paid to such a client until the client makes payment for the services of the Contractor.
- 4.13. Monthly premium for each customer provided by the Agent is paid after signing a contract with these customers. After 6 (six) months have passed since the conclusion of the contract, if the Products are not paid by the customer, the income from such a customer is not taken into account in the total monthly income from the given customers, and the premium for such a customer is not paid.
- 4.14. The agent has the ability to send Monthly Reports electronically using the service of preparation and sending in his personal account. For this, the Agent, having formed a report, accepts it.
- 4.15. No later than 3 (three) working days, the Principal is obliged to consider the Monthly Report received from the Contractor and, in the absence of objections, accept it.

5. TERMS OF PRIVACY

5.1. The parties undertake to respect the confidentiality of information received from the Principal, which is a commercial secret or so. The parties will take all necessary measures in order to prevent the full or partial disclosure of such information or familiarization of them with third parties without mutual agreement.

5.2. Only persons and its Partners who are directly connected with the use of the Products will be acquainted with the transmitted documentation and information.

5.3. In the event of the disclosure by the Agent of information containing a commercial secret, the Agent will reimburse the Principal for damages incurred in connection with this.

6. RESPONSIBILITY OF THE PARTIES

6.1. The Parties are responsible for the non-fulfillment or improper fulfillment of the terms of this Agreement in the manner provided for in this Agreement and the current legislation of the Russian Federation.

7. FORCE MAJEURE CIRCUMSTANCES

7.1. The parties are exempt from liability for full or partial failure to fulfill obligations under this Agreement, if such failure is the result of force majeure ("force majeure"), that is, extraordinary and unavoidable circumstances, including riots, prohibitive actions of authorities, natural disasters, fires, catastrophes and other circumstances of insuperable force.

7.2. The parties are obliged to notify each other in written or electronic form about the existence of force majeure within 7 (seven) days from the moment of their occurrence.

7.3. If the occurrence of the relevant force majeure circumstances directly affected the fulfillment by the parties of their obligations within the period specified in this Agreement, this period is extended proportionally for the duration of the relevant circumstances.

7.4. If the impossibility of the parties fulfilling their obligations under this Agreement will last more than 2 (two) months, the parties are entitled to terminate this Agreement with the subsequent execution of mutual settlements without the obligation to compensate for possible losses.

8. PROCEDURE FOR CONCLUSION AND TERMINATION OF THE AGREEMENT

8.1. This Agreement shall enter into force upon signature by the Agent and the Principal, or upon acceptance of the offer in the Personal Account of the Agent on the Principal's website.

8.2. The contract may be amended or terminated by agreement of the Parties.

8.3. The agent has the right to unilaterally refuse to perform the Agreement, notifying the Principal in writing or electronically of his intention within at least 5 (five) calendar days.

In this case, the Principal undertakes to pay in full the remuneration due to the Agent for the period preceding the date of termination of the Agreement.

8.4. The Principal has the right to unilaterally refuse to perform the Agreement, notifying the Agent in writing or electronically of his intention not less than 5 (five) calendar days in advance.

9. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

9.1. The relations of the parties under this Agreement are governed by the norms of the current legislation of the Russian Federation.

9.2. The Parties shall take measures to resolve all disputes and disagreements arising from this Agreement or in connection with its execution through negotiations.

9.3. In the event of a dispute, the interested Party shall send a written claim to the other Party by an authorized courier or by registered letter with a return receipt. The deadline for responding to a claim is 30 (thirty) calendar days from the date of its receipt by the Party.

9.4. If it is impossible to settle the dispute by negotiation or in a complaint procedure, or in case of non-receipt by the Party that sent the claim, the answer to the specified in paragraph 9.3. of this Agreement term, the Parties refer the dispute to the resolution of the Moscow Arbitration Court.

10. OTHER CONDITIONS

10.1. Additions and changes made to this Agreement as agreed by the Parties shall have legal force, provided they are made in writing and signed by the authorized persons from each of the Parties.

10.2. The Principal has the right to unilaterally change the terms of this Agreement by notifying in writing, electronically or in his Personal Account on the Principal's website on the day of the amendments.

10.3. Relations arising between the Parties in connection with the subject matter of this Agreement and not regulated by the Agreement are drawn up in the form of Additional Agreements to the Agreement, which are an integral part of the Agreement, subject to the written form and their signing by both Parties.

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WWW.DSS.GROUP
