

Offer agreement for the provision of services

This Agreement is a public offer agreement (offer) of the FERFIT Limited Liability Company (hereinafter referred to as the Company) with a legal entity or individual entrepreneur registered in accordance with the legislation of the Russian Federation (hereinafter referred to as the Client), which will accept this offer on the conditions specified below.

The text of this Offer Agreement (hereinafter referred to as the Agreement / Offer / Offer Agreement / Service Agreement) is located at: <http://ferfit.club>

1. Terms and definitions.

1.1. Client - any legal entity (or individual entrepreneur) created (registered) and acting in accordance with the legislation of the Russian Federation, which has accepted this offer in accordance with the conditions contained in section 3 of this Agreement.

1.2. The **FerFit** service - here, among other things, is a system of automated client account management for placing Advertising campaigns and client information in the **FerFit** program for a fee, which is software using the **FerFit** trademark owned by the Company on the basis of an agreement with the copyright holder, with the help of which the services described in this Agreement (hereinafter referred to as the Service).

1.3. Client's commercial account (Personal Account) - a section of the program, which is part of the **FerFit** Service, containing detailed information about the volume of Services provided to the Client, the current balance, information about the Client's services, as well as allowing the Client to access the Company's services in accordance with this Agreement.

1.4. ID number - a unique number of the Client, which is assigned to the Commercial account (Personal Account) of the Client in the Service, access to which is carried out by Internal accounts - through the Service.

1.5. Registration - filling in credentials (e-mail, password, etc.) in the registration form on the **FerFit** Service. As a result of registration, a personal Commercial account of the Client (Personal Account) is automatically created to access and use the services of the **FerFit** Service.

1.6. Balance is a single indicator located in the Service, reflecting the amount of funds of the Client (Clients) contributed to pay for the services of the Service and (or) the amount of funds provided by the Company to the Client on the terms of the Deferred payment in accordance with the Supplementary Agreement signed with the Client.

1.7. Reporting period - a calendar month (from the first to the last day of the month from the moment of registration of the Client in the Service) in which the services were rendered.

1.8. Tariff is a monthly payment in the respective currency made and selected by the Client when using a commercial account.

2. Subject of the contract.

2.1. The Client instructs, and the Company assumes the obligation to provide services on the **FerFit** site in accordance with the terms of this Agreement, as well as in accordance with Appendix No. 1 to this Agreement.

2.2. The Company provides the Client with related services for the creation and maintenance of an Advertising Campaign in the Client's Commercial Account on the site (in the **FerFit** program), as well as other services (hereinafter referred to as Additional Services): website <http://ferfit.club>

3. Acceptance of the Offer.

3.1. Acceptance of this Offer is a series of successive actions of the Client aimed at concluding a Service Agreement, namely:

3.1.1. Registration in the **FerFit** Service (program) and registration of the client's Commercial account in the **FerFit** Service (program).

3.1.2. The first monthly transfer of funds is carried out in accordance with the selected Tariff, through the Client's Commercial Account (Client's Personal Account).

3.2. Acceptance of this Offer means acceptance by the Client of all additional terms of interaction with the Company, published at <http://ferfit.club>, and also means familiarization with the terms of formation of the cost of the Company's services and placement of Internet advertising through the **FerFit** platform (program). The specified additional conditions, if any, are an integral part of this Agreement.

3.3. The person who has passed the Registration and carried out the above actions, by performing these actions, confirms that he is familiar with the terms of this Offer, fully understands them and accepts it in full.

3.4. In the event that the Client receives additional services from the Company, the amount of the minimum payment under this Agreement may be increased in contrast to the payment specified in the selected Tariff.

3.5. Changes in the order, volume, cost, amount of payment and other conditions for the provision of services are made by the Company unilaterally with the notification of the Clients. Notification of changes is carried out by the Company by posting information about this on the Service website at <http://ferfit.club>.

3.6. All changes (additions) made by the Company to this Agreement shall enter into force and become binding on the Parties after 5 (five) days from the date of their posting on the website <http://ferfit.club>. In case of disagreement with the changes to this Agreement, the Client has the right to terminate it, in accordance with clause 10.2. actual agreement.

3.7. All appendices, changes and additions to this Agreement are its integral and integral part. Acceptance of the new version of this Agreement is made by the actions of the Client for the further use of the Service.

3.8. By accepting this Offer, the Client agrees that the Company can contact the Client by e-mail and (or) by phone to inform the Client about the Company's services (subscription to information).

3.8.1. By accepting this Agreement, the Client agrees to receive information about the operation of the **FerFit** Service through the contact information provided by the Client when registering with the **FerFit** Service. Such information notices are agreed by the Parties as necessary to protect the interests of the Client in the **FerFit** Service. The Client's consent to informing is provided to the Company indefinitely for the entire period of validity of the Offer Agreement.

4. Rights and obligations of the parties.

4.1. The company undertakes:

4.1.1. Provide the Client with access to the **FerFit** Service and to the Client's Commercial Account;

4.1.2. Provide the Client with information about his Balance;

4.1.3. Comply with the terms of confidentiality.

4.1.4. Provide the Client with information about the amount of unspent funds transferred by the Client.

4.1.5. Provide the Client with information about the amount of money spent on the services provided on the Client's account.

4.2. The company has the right to:

4.2.1. Temporarily suspend the provision of services to the Client under the Agreement for technical, technological or other reasons that impede the provision of the Services, for the period of elimination of such reasons.

4.2.2. Suspend the provision of Services under the Agreement and (or) terminate the Agreement unilaterally out of court by notifying the Client in cases of violation by the Client of obligations and (or) guarantees accepted in accordance with the Agreement, the absence of a monthly payment for the Client's Commercial account selected according to the Tariffs, and the Company has information, received from Internet sites (Advertising Distributors) or government bodies of the Russian Federation, about the sale by the Client of goods that are recognized (may be recognized) prohibited, in case of violation by the Client of the principles of business ethics of communication, in particular the use of profanity when communicating with employees (representatives) Company, as well as in other cases at its discretion.

4.2.3. In accordance with the principle of prudence, the Company may request documents confirming the legality of the activities of the Client - a legal entity or an individual entrepreneur.

4.2.4. Deactivate the Client's account on the **FerFit** site if the Client violates the terms of this Agreement, as well as additional conditions provided for by the **FerFit** program (site).

4.2.5. Unilaterally terminate the provision of services at the **FerFit** site and (or) delete the Client's account at the **FerFit** site if:

4.2.5.1. The Client has not made payments from his Balance for the specified services within 30 (thirty) days from the date of full use of funds on the **FerFit** platform in his Commercial Account;

4.2.5.2. The Client has not used the services on the **FerFit** platform within 3 (three) months from the date of the last payment for such services, while the remaining funds in the Client's Commercial Account on the **FerFit** platform are not returned to the Client.

4.3. The client undertakes:

4.3.1. Independently study the text of this Offer posted at: <http://ferfit.club>;

4.3.2. Pay for the services of the Company in accordance with the conditions specified in this Agreement, as well as the Appendix to this Agreement;

4.3.3. Timely accept the services rendered by the Company in accordance with section 6 of the Agreement;

4.3.4. Do not transfer your username and password to third parties. All actions performed in the **FerFit** Service using the Client's login and password are considered to have been performed by the Client. The Client is solely responsible to third parties for all actions performed using the Client's login and password. The Company is not responsible for the unauthorized use of the Client's registration data by third parties.

4.3.5. Maintain current and relevant information contained in the Client's Personal Account. Within a period not later than 3 (three) calendar days from the date of registration by the tax authority of changes in the information about the Client, make the appropriate changes to the details of the legal entity (including, but not limited to: name, legal address, KPP) or individual entrepreneur contained in Client's personal account, on the basis of which the necessary documents are generated in the Service. The details are updated by the Client independently by making the appropriate changes in the Personal Account;

4.3.6. Not to license, sublicense, resell, transfer, decompile, disassemble, alienate, distribute or use the Service in ways not provided for in the Offer, without the prior written consent of the Company.

4.3.7. Independently get acquainted and comply with the requirements for the placement of Advertising Materials;

4.3.8. Not to be used for placing online advertisements in the event of actions that are illegal, fraudulent, discriminatory and (or) violating: - the Commercial Terms of the Company, including all applicable additional terms of the **FerFit** site, including those specified in such Commercial Terms; - The rights of others, including intellectual property rights.

4.3.9. Do not download viruses or malicious code or take actions that may lead to a shutdown, disruption of normal operation or deterioration of the appearance of the Service and the site, or to excessive load on them.

4.4. The client has the right:

4.4.1. Receive information about your Balance;

4.4.2. Terminate this Agreement in accordance with clause 10.2.

5. Settlement procedure.

5.1. The client pays for the services of the Company by transferring funds through the system (payment aggregator) installed on the site of the **FerFit** Company. There is no need to issue an invoice for Balance top-ups. After the funds are credited to the Client's personal account, they are reflected in the Client's Balance (Personal Account).

5.2. Payment is considered made from the moment the Company enters (receives) and receives the entire amount of the monthly payment to the actual settlement account of the Company.

5.3. The amount of payment is determined by the Client independently based on the Tariff, but it cannot be less than the selected Tariff.

5.4. All settlements under this Agreement are made in Russian rubles.

5.5. The client can make a bank transfer from any bank.

5.6. The Client's payment obligations are considered fulfilled from the moment the funds transferred by him in accordance with clauses 5.1., 5.2 of this Agreement are received to the Company's current account.

5.7. In the event that during the current and previous months the Client did not top up the balance, and during the last 2 months, including the current one, the Client did not use the services of the **FerFit** Service, then for the subsequent months in which the Client does not use the services of the **FerFit** Service, and this does not notify the Company about the desire to delete the account in the **FerFit** Service and terminate this Offer, a service fee is charged in the amount of the Tariff per

month. This fee is charged until the balance of funds on the Client's Balance reaches zero. If the Client's funds on the balance in the FerFit Service are not spent or are not claimed by the client within 6 (six) months, these funds are debited to the Company's income in the amount of the balance on the Balance.

6. The order of delivery and acceptance of services.

6.1. Once every three months, the Company, upon the written request of the Client, draws up a Certificate of Services Rendered (hereinafter - the Act) for the total amount of Services actually provided in the Reporting Period and sends electronic Acts to the Client's email address. In the absence of a written request, Acts are not provided.

6.2. The Parties agreed that the Services are considered to be provided by the Company properly and accepted by the Client in the amount specified in the Act, if within 3 (three) working days from the date of sending the notification by e-mail to the Client, the Company has not received from the Client motivated written objections regarding the quantity (volume), the cost and quality of the services provided or refusal to accept the Services. After the expiry of the period specified above, claims regarding the shortcomings of the Services, including the quantity (volume), cost and quality, will not be accepted. Claims are also not accepted if the Client does not make a written request for the provision of such Acts.

6.3. Acts and other documents in hard copy are provided by the Company to the Client at the individual request of the Client. If such provision is necessary, the Client makes a corresponding note about this when sending a request. In this case, the Client undertakes, upon receipt of the Acts in hard copy, within 5 (five) working days from the date of receipt, to sign these Acts and send one copy to the mailing address of the Company by mail of the Russian Federation or by courier service, in accordance with the details of the Company specified in section 12 of this Offer. Acceptance of these services by the Client is carried out in accordance with cl. 6.1., 6.2. actual agreement.

6.4. The parties agreed that the Acts and other documents sent by the Company to the Client's email address are legally binding and will be applied by the Client on an equal basis with the originals.

6.5. The Parties will try to resolve all disputes and disagreements through negotiations. If it is impossible to resolve disputes and disagreements through negotiations, they are subject to consideration in the Arbitration Court of the city of Tomsk.

7. Responsibility of the parties.

7.1. The Parties are responsible for non-fulfillment or improper fulfillment of the terms of this Agreement in the manner prescribed by this Agreement, the current legislation of the Russian Federation and International law.

7.2. The Company is not responsible for losses incurred by the Client as a result of using the services provided.

7.3. The Company is not responsible for interruptions in the provision of the Services in the event of software or hardware failures not owned by the Company.

7.4. The Company is not responsible for full or partial interruption of the provision of the Services associated with the replacement of equipment, software or other work caused by the need to maintain operability and upgrade software and (or) hardware.

7.5. The company is not responsible for the functioning and availability of individual segments of the Internet. The Company does not guarantee the possibility of information exchange with those nodes or servers that are temporarily or permanently unavailable through the links posted on the Site.

7.6. The Company is not responsible for any possible undesirable consequences for the Client that have arisen as a result of the provision of advice to the Client.

7.7. The Company is not responsible for ensuring the safety of the Client's hardware and software used to receive the Services.

7.8. The company is not responsible for the actions, services, content and data of third parties.

7.9. In case of violation by the Client of the conditions specified in paragraphs. 4.3.7., 4.3.8. of this Agreement, the creation by the Client of risks or adverse legal consequences for the Company or the site, the Company has the right to suspend the Client's access to his account or disable such access.

7.10. The Company's liability to the Client is limited to an amount equal to 5% (five percent) of the total cost of the Services provided to the Client by the Company over the last 12 (twelve) months.

7.11. The client bears full responsibility for compliance with all the requirements of the current legislation of the Russian Federation, as well as the validity of the norms of International law, including (but not limited to) the legislation of the Russian Federation on advertising, on fair competition, on the protection of copyright and related rights, on the protection of trademarks and marks services, including in relation to the content of the advertisements placed by him.

7.12. The Client bears full responsibility for the accuracy of the information specified by him during Registration (including, but not limited to: name, legal address, TIN, KPP), as well as for maintaining up-to-date information contained in the Client's Personal Account, and timely updating the details of the legal entity or an individual entrepreneur. The obligation of the Company to provide the Client with the services rendered (including those reflected in the Acts and other documents) is considered to be duly fulfilled, including without the formation of such documents based on the actual use of the site by the Client.

7.13. The client is responsible for the safety of his username and password, as well as for losses that may result from their unauthorized use.

7.14. The Client bears full responsibility for the information, requests, requests received from the Client's e-mail, to which the Client's Personal Account is registered. The Parties agree and establish that all such requests and requests, information received from the Client's e-mail, to which the Client's Personal Account is registered, are recognized as official orders on behalf of the Client to the Company. In the event that the Client has reason to believe that his e-mail, to which the Client's Personal Account is registered in the Service, has been hacked, access to it by third parties, the Client immediately notifies the Company by sending a notification via e-mail signed by an authorized person and sealed The Client, in order to take the necessary measures to protect the Client's data. In the event that such a notification from the Client has not been received by the Company, the Company is not responsible for the consequences of such non-notification, including actions taken in the Service and (or) to the Company's address using this mail.

7.15. In case of violation by the Client of the conditions specified in paragraphs. 4.3.7., 4.3.8. of this Agreement, the Client pays a fine in the amount of transfers to the Company's site for three months (from the amount of the selected Tariff).

7.16. The parties are exempt from liability for full or partial failure to fulfill obligations under this Agreement if such failure is a consequence of force majeure circumstances ("force majeure"), that is, extraordinary and unavoidable circumstances under these conditions, including riots, prohibitive actions authorities, fires, natural disasters, epidemics, emergency situations, disasters and other circumstances recognized as such.

7.17. The parties are obliged to notify each other in writing by sending an e-mail about the existence of force majeure circumstances within 5 (five) calendar days from the moment of their occurrence.

7.18. If the occurrence of force majeure circumstances directly affected the performance by the parties of their obligations within the period specified in the Service Agreement, then such period is proportionately extended for the duration of such circumstances.

7.19. Nothing in this Offer shall exclude or limit the liability of the Parties for intentional violations of its terms; for fraudulent actions and knowingly false assurances and / or guarantees; for misuse of Confidential Information.

8. Assurances and Warranties.

8.1. The client represents and warrants that:

8.1.1. The Client enters into an Agreement on the terms of this Offer voluntarily, while the Client (Client's representative): a) fully familiarized himself with the terms of the Offer, b) fully understands the subject of the Agreement, c) fully understands the meaning and consequences of his actions in relation to the conclusion and execution of the Agreement.

8.1.2. The Client (Client's representative) indicated reliable data, including the personal data of the Client (Client's representative) when registering as a user of the Service, and reliable data, including the Client's personal data when processing payment documents for payment for the Services.

8.1.3. Received the consent of the Client's representative to process, provide to third parties and enter his personal data into the Client's Personal Account in the FerFit Service, as a result of which such data becomes publicly available.

8.1.4. The use of the Service will be carried out in accordance with the terms of the Offer, all norms and requirements of Russian legislation (including, but not limited to, legislation on advertising, protection of competition and legislation on intellectual property), the norms of International legislation, and also does not violate any rights of third parties and the rights of the Company, as well as the requirements of such Internet sites posted on the relevant Internet sites.

8.1.5. The Client's advertising materials placed by the Client through the Platform exclusively comply with all the requirements established by the current legislation of the Russian Federation, including (but not limited to) the legislation of the Russian Federation on advertising, on fair competition, on the protection of copyright and related rights, on the protection of trademarks and service marks, International law.

8.1.6. The Client has read and complies with the requirements, including for the placement of Advertising Materials through the Site.

8.2. The company assures and warrants that:

8.2.1. The exclusive rights to the Service belong to the Company.

8.2.2. The Company has all the necessary rights and permissions to provide the Services under the terms of this Offer.

9. Confidentiality.

9.1. The Parties agree to keep secret and consider confidential the Service Agreement, as well as all information received by one Party from the other Party and designated by the transmitting Party as confidential information of such transmitting Party (hereinafter - "Confidential Information"), not to disclose, not to disclose, not to make public or otherwise not provide such information to any third party without the prior written permission of the Party transmitting this information, with the exception of cases provided for by the legislation of the Russian Federation.

9.2. Each of the Parties will take all necessary measures to protect the Confidential Information with the same degree of care with which a reasonable bona fide person takes the necessary measures. Access to the Confidential Information will be provided only to those employees of each of the Parties who reasonably need it to perform their labor (official) duties aimed at fulfilling this Agreement. Each of the Parties will oblige such employees to accept the same obligations in relation to Confidential Information that are imposed by this Agreement on the respective Party.

9.3. Confidential information always remains the property of the transmitting Party and should not be copied or otherwise reproduced without the prior written consent of such transmitting Party.

9.4. In order to prevent possible abuse in determining the volume and content of Confidential Information, the obligation to protect and keep confidential the Confidential Information of the Party that disclosed this information also applies to information that: - at the time of disclosure was or became public domain; - becomes known to the receiving Party from a source other than the disclosing Party, without violation by the receiving Party of the terms of this Agreement; - was known to the host Party prior to its disclosure under the Agreement.

9.5. The obligation to keep confidential information confidential in accordance with the terms of this section comes into force from the moment the Client accepts this Offer and remains in effect for 3 (three) years after the termination of this Offer Agreement for any reason.

9.6. The Company has the right to transfer to third parties any Confidential Information without obtaining consent from the Client in the event that such transfer is due to the need to protect the rights and legitimate interests of the Company, including (but not limited to) in the case of transfer of such information to persons involved by the Company in order to ensure payment of the cost Services rendered.

10. Termination of the Offer Agreement.

10.1. In case of violation by the Client of clause 4.3 of the Service Agreement, the Company has the right to unilaterally and extrajudicially terminate this Agreement with a notification sent to the Client's e-mail address specified in the Client's personal data. The balance of funds is not returned to the Client in accordance with the procedure described in clause 10.3. Of the contract.

10.2. In the event that the Client decides to terminate this Agreement and notifies the Company about it by sending an official letter to the Company's e-mail, signed by an authorized person and sealed by the Client. The Agreement is considered terminated after 7 (seven) days from the date of receipt of the notification by the Company.

10.3. Refunds to the Client upon termination of this Agreement are not made.

11. Final provisions.

11.1. The Client hereby agrees that the Company has the right to use, free of charge, the trademark and (or) logo, corporate name of the Client, as well as a link to the Client's Site for non-commercial purposes on the **FerFit** platform, for demonstration to potential clients, on the pages of the **FerFit** platform in any social networks, when speaking at public events, as well as in presentations intended for distribution to third parties, printed promotional materials, articles and publications in the media and (or) on the Internet, which include this information.

11.2. This Agreement is unlimited.

11.3. Appendix No. 1 to this Agreement is its integral part.

11.4. Applications, letters, files, including those containing the results of services sent using electronic communication (via the Internet, using e-mail), are recognized by the Parties in court as written evidence. When presenting them as evidence, it is enough to submit a printed e-mail, a file certified by the signature of an authorized person and the seal of the presenting Party.

11.4.1. The Company identifies the Client in e-mail by means of the domain name, the name of the Advertising campaign, the number of the advertisement, the invoice number for payment of the Company's services, the ID number of the Client's account in the Service, the ID number of the Client's account on the **FerFit** platform, the name and other details of the legal entity or individual entrepreneur.

11.5. The relations between the Client and the Company relating to the subject of this Agreement and not regulated by the terms of this Agreement shall be governed by the rules established by the Company.

11.6. If between the Company and the Client, in addition to this Agreement, other agreements for the provision of services are concluded, the terms and conditions of these agreements have a priority in relation to the terms of this Offer Agreement.

11.6.1. An exception to the rule established by clause 11.6. Is the case when this Offer, at the initiative (desire and application) of the Client, is drawn up between the Client and the Company in the form of a bilateral written agreement signed and sealed by the Parties. In this case, all changes made by the Company to this Offer (in the manner prescribed by clause 3.5., 3.6.), From the moment of their acceptance (in the manner prescribed by clause 3.7.) Are considered accepted by the Client and have a priority in relation to a written bilateral agreement concluded between the Parties.

12. Company details:

LLC "FERFIT" Legal address: 634041, Tomsk, st. Chkalova, 14-10 Mailing address: 634041, Tomsk, st. Chkalova, 14-10 OGRN 1207000002220 INN 7017471392 KPP 701701001 Account No. 40702810570010209476 in the Moscow Branch of JSC CB MODULBANK C / c 30101810645250000092 BIK 044525092 OKVED 63.11 e-mail: info@ferfit.club

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