**REFERRAL AGENT AGREEMENT**

V1

 **(PUBLIC CONTRACT-OFFER)**

This Agreement shall be a public offer of Flex Limited Liability Company, hereinafter referred to as the Principal, to any legal entity or individual entrepreneur, hereinafter referred to as the Agent, which accepts this offer on the specified conditions. The acceptance of the offer shall be made in accordance with Clause 2, Article 437 of the Civil Code of the Russian Federation and shall be equivalent to the conclusion of an Agency Agreement in writing.

The moment of full and unconditional acceptance of the terms and conditions of this Offer Agreement - acceptance of the offer shall be the completion and sending of the form posted on the Principal's website at: <https://www.cloud4u.com/referral-program/>

**Terms and definitions**

**Agent –** a legal entity or an individual entrepreneur that promotes the services of the Principal by publishing a unique referral link in personal or other content on the Internet.

**Referral link** – a complete link or suffix that is added to a link leading to cloud4u.com. A referral link contains a "link to cloud4u.com + suffix including a unique agent number, which helps identify all customers coming to the website from this agent. This link is published by the agent in personal or other content on the Internet.

**Principal - Flex LLC –** a party to the agreement who authorizes the Agent and provides a referral link

**Referral Client** – a legal entity or individual entrepreneur who has concluded an Agreement for the services of the Principal by clicking the referral link provided to him by the Agent.

**Agent's Fee** – the amount of money subject to payment by the Principal to the Agent in the event that the Principal enters into Agreements for the Principal's services with Referral Clients attracted by the Agent. Remuneration terms and conditions in accordance with the rules of this Agreement.

The Agreement may use terms not defined in this section of the Agreement. In such a case, the term shall be interpreted in accordance with the text of the Agreement, the legislation of the Russian Federation, and the established definitions of such terms on the Internet.

1. **Subject of the Agreement.**
	1. Under this Agreement, Agent undertakes in its own name, at its own expense, but in the interests of the Principal, to perform actions aimed at finding and attracting individual entrepreneurs, organizations, other persons (hereinafter referred to as Referral Clients) by providing them with referral links for further conclusion of an Agreement between Referral Clients and the Principal.
	2. Agent is not the owner and/or provider of the Principal's services, but only acts as an intermediary between the Principal and the Referral Client for the purpose of concluding an Agreement for the Principal's services.
	3. A Referral Client is deemed to be a client under this Agreement only if they follow the referral link provided by the Agent and enter into an Agreement with the Principal for the Principal's services after they follow the referral link.
	4. The Agent carries out the functions assigned to it on behalf of the Principal. Any agreements, contracts, annexes and other transactions with Referral Clients shall be concluded directly by the Principal. The Agent shall not sign any agreements with Referral Clients and shall not accept any funds paid by Referral Clients for the provision of services by the Principal into its accounts.
	5. The rights and obligations under contracts/agreements concluded with Referral Clients attracted by Agent pursuant to this Agreement accrue directly to Principal, with Agent's remuneration depending on the Referral Client's actions under the Agreement concluded with Principal.
	6. The Agent guarantees the absence of contractual and other relationships with persons who could influence the fulfillment of this Agreement. The Agent shall guarantee its independence and objectivity in the fulfillment of this Agreement.
2. **Obligations of the Parties.**
	1. The Agent is obliged to:
		1. Not to perform any actions which may cause any obligations of the Principal to third parties who are not Referral Clients.
		2. To act reasonably and solely in the interests of the Principal and not to breach the obligations imposed on him by this Agreement.
		3. Not to commit any actions which can damage the business reputation of the Principal, diminish the level of confidence in the Principal's service or mislead potential Referral Clients regarding the activities of the Principal.
		4. Contribute to increasing the level of trust of potential Referral Clients and others in the Principal and its service.
		5. In the event that it is discovered that situations or persons are violating the legitimate rights and interests of the Principal or conducting activities with the intent to harm the interests of the Principal, notify the Principal and provide possible cooperation for the Principal's protection.
		6. Notify the Principal at its request of all information about the progress of the execution of this Agreement.
		7. Distribute the referral link for posting on the Principal's own internet resources and/or mailing lists for the purpose of fulfillment this Agreement, informing about the Principal's scope of activities.
		8. Provide the Principal with a monthly report on attracted referral clients upon the Principal's request.
		9. Strictly adhere to the Principal's directives regarding prices, terms of service provision, composition of services provided by the Principal, procedure of payment for services provided.
		10. Take all possible actions in order for the Referral Client to fulfil his/her obligations under the Agreement concluded between such Referral Client and the Principal, including the payment obligation.
		11. The Agent warrants that it has full legal capacity and/or capacity to enter into the Agreement.
	2. Agent is entitled to:
		1. Use a specified referral link to post on its own internet resources and/or mailing lists for the purpose of informing about the Principal's field of activity/ promoting Principal services.
		2. Use screenshots of the Principal's website pages to inform Referral Clients of the interaction procedure.
		3. Receive remuneration from the Principal in accordance with the terms of this Agreement.
		4. Receive the required consultation from the Principal regarding the terms and conditions of the fulfillment of their obligations under this Agreement.
		5. Provide all necessary information to the Principal.
		6. Perform other activities with the purpose of prompting potential Referral Clients to cooperate with the Principal, which are not contrary to the terms and conditions of this Agreement.
	3. Agent is prohibited:
		1. Use any type of Spam as a tool to attract Referral Clients.
		2. Advertise on websites which contain information violating human rights, promote violence, racial discrimination, drugs, as well as contain other materials contradicting to the current legislation of the state in the territory of which the website where the referral link is posted is registered.
		3. Use the Principal's trademarks for purposes other than the fulfillment of this Agreement. Use the Principal's trademarks for personal purposes or for purposes that may be harmful and/or damaging to the Principal.
		4. Violate the terms of the technical aspects of using referral links specified in section 3 of this Agreement.
	4. The Principal is obliged to:
		1. Pay the Agent the remuneration stipulated in the terms and conditions of this Agreement on time.
		2. Provide the Agent with instructions and guidelines binding to the terms and conditions that are the subject of this Agreement.
	5. The Principal is entitled to:
		1. Supervise the activities of the Agent in respect of the fulfillment of this Agreement.
		2. Provide the Agent with instructions and guidelines binding on the latter on the terms and conditions of the fulfillment of the obligations which are the subject of this Agreement.
		3. Independently, without any limitation, carry out activities similar to those of the Agent under this Agreement at any location and in any territory.
		4. Provide informational support and other assistance to the Agent in the fulfillment of the terms of this Agreement.
		5. Unilaterally withdraw from this Agreement without any payment or compensation to the Agent in case of Agent's actions which have negatively affected the business reputation of the Principal, as well as in case of violation of any of the clauses of Section 3 of this Agreement.
		6. Amend the terms and conditions of this Agreement unilaterally. The specified amendments shall take effect as of the date of their publication, unless otherwise specified in the relevant publication.
		7. If Agent does not agree with such amendments, within ten (10) calendar days after publication of the new version of this Agreement it sends a notice to the Principal, otherwise such amendments shall be deemed accepted by Agent.
	6. The Parties shall have other rights and obligations under this Agreement.
3. **Technical conditions for using referral links**
	1. It is forbidden to publish links on websites that contain information violating human rights, promote violence, racial discrimination, drugs, as well as contain other materials contradicting to the current legislation of the state in the territory of which the website where the referral link is posted is registered.
	2. It is forbidden to:
* specify the “rel” attribute in the HTML code of the link;
* block the page or category of the hosted page from indexing;
* specify “get-parameters” in the URL of the hosting page;

3.2.1 The page should:

* return the code 200 (server's response);
* have meta tags;
* contain useful user-generated content: an article, a service, news, a social media post;
* the page must not have more than 100 outbound links and must not contain spammy links;
	1. It is forbidden:
* Use the Cloud4U Brand, the name of the Company's products and services with a negative connotation. If your advertising focuses on a potential customer's problem, do not associate that problem with the Cloud4U Brand in a way that creates a negative impression of the Brand;
* Use link anchors that are irrelevant to Cloud4U services or the landing page to which the link leads.

3.3.1 The use of the anchors must be conducted under the following rules:

Company services as an anchor of the link, as well as the brand name must be used in the following edition: Cloud4U. A brand anchor must be used in conjunction with a link to the homepage that is https://www.cloud4u.com/ and an anchor containing the name of a service with a link to a relevant service page. It is allowed to combine a name of a service with the brand name (e.g.: Cloud4U cloud server).

1. **Payment and Settlement Procedure.**
	1. A condition for Agent's remuneration to accrue is that the Referral Client enters into an Agreement for Principal's services with Principal after the Referral Client clicks on the referral link provided by Agent. By the service of the Principal under this Agreement, the Parties understand and accept all services provided by the Principal with the exception of any Software Products. When calculating Agent's remuneration, the cost of Software Products based on the Agreements between the Principal and the Referral Client under the terms and conditions of this Agreement shall not be taken into account.
	2. The Agent's fee shall be 10% (Ten percent) of the value of the Referral Client's monthly payments to the Principal under all concluded Agreements when the referral link is followed, subject to the application of clause 4.1 of this Agreement.
	3. The Agent's Fee shall only be paid for twelve (12) months after the first payment from the Referral Client to the Principal has been received. If the Agreement between the Referral Client and the Principal is concluded for a period of less than 12 (Twelve) months, the Agent is remunerated for the period of such Agreement, but no more than 12 (Twelve) months.
	4. Remuneration shall be paid to Agent 1 ( One ) time per quarter, subject to payment by the Referral Client to the Principal under the concluded Agreement of all payments for the reporting quarter.
	5. The remuneration includes all taxes, fees and payments provided by the applicable law (if the Agent is a payer of the prescribed taxes). If the Agent is not a payer of taxes provided by applicable law, the payment of remuneration is payed without the amount of such taxes.
	6. The Parties have agreed that all expenses incurred by Agent relating to the fulfillment of obligations under this Agreement shall be included in Agent's remuneration and shall not be subject to additional payment.
	7. Upon payment of Agent's remuneration, the Parties shall sign a Statement of Services rendered.
	8. Agent undertakes to return the accrued or paid remuneration to Principal in case the Referral Client refuses to use Principal's services, but has previously paid an advance payment which was taken into account when calculating Agent's remuneration.
2. **Settlement of Disputes and Liability of the Parties.**
	1. For non-fulfillment or improper fulfillment of this Agreement, the Parties shall be liable in accordance with the applicable law and this Agreement. Herewith, the liability of the Principal to the Agent in the event of a claim for losses, payment of a penalty is limited to the amount of 10,000 (ten thousand) rubles.
	2. The Principal shall not be liable for the Agent's actions related to the publication and/or distribution of the referral link.
	3. The Principal shall not be liable for the actions of third parties aimed at disrupting information security or the normal functioning of the Internet connection, for the use of software and/or equipment unsuitable for the use of the Principal's service, for actions of state and municipal authorities, as well as other organisations in the framework of operational investigations, the establishment of state regulation (or regulation by other organisations) of business activities of commercial organizations on the Internet and/or the establishment by such entities of ad hoc restrictions that make it difficult or impossible to fulfill this Agreement, and other cases involving actions (inactions) of Internet users and/or other entities aimed at worsening the overall situation with the use of the Internet and/or computer equipment that existed at the time this Agreement was concluded.
	4. The Agent shall be liable to the Principal for breach of this Agreement and shall reimburse to the Principal for losses caused by such breaches in full.
	5. Neither Party shall be liable for the total or partial failure to fulfill any of its obligations if the failure is the result of force majeure circumstances which occurred after the conclusion of the Agreement and which are beyond the control of the Parties. In case of force majeure for more than thirty days, any Party shall be entitled to unilaterally refuse to fulfill its obligations under this Agreement and terminate the Agreement.
	6. In the event of any disputes or disagreements between the Parties resulting from or related to this Agreement, the Parties shall take all measures to resolve them with the mandatory application of the pre-trial claim procedure. The claim procedure shall be mandatory for the Parties. The deadline for replying to the claim is ten calendar days from the date of receipt of the claim by the respective Party.
	7. If the dispute cannot be settled through negotiations, it shall be referred to the Arbitration Court in the accordance with the applicable law.
3. **Term and procedure for termination of the Agreement.**
	1. This Agreement shall enter into force from the date of its acceptance and shall remain in force until the Parties have fulfill their obligations in full.
	2. Each of the Parties has the right to unilaterally withdraw from further fulfillment of obligations under this Agreement by notifying the other Party thereof at least ten (10) calendar days prior to the date of termination of this Agreement. In case of the Principal's unilateral withdrawal, the Agent shall not be entitled to demand and the Principal shall not pay to the Agent and other parties arising out of this Agreement any damages, lost profit, fines, penalties and other sanctions provided by law.
	3. If the Principal unilaterally terminates this Agreement for reasons of the Agent's breach of its obligations, the Agent shall in such case pay to the Principal a penalty in the amount of the remuneration for the previous accounting quarter.
	4. This Agreement shall terminate due to the declaration of bankruptcy of the Agent.
	5. If the Agent terminates the Agreement on condition that the Principal is unable to secure its interests in any other way, the Agent shall reimburse the damages caused by the termination of the Agreement.
4. **Other terms and conditions.**
	1. By agreeing and accepting the terms and conditions of this Agreement by accepting it, the Agent confirms that it enters into this Agreement willingly, has read and accepted all its terms and conditions and has all the rights and authorities necessary to enter into and fulfill this Agreement. The Agent also confirms that it is aware of the type of the Principal's activity in relation to which this Agreement is concluded, its legal aspects and possible risks arising in connection with these aspects.
	2. The Parties acknowledge any information relating to the fulfillment of this Agreement considered to be a trade secret and undertake to strictly maintain the confidentiality of such information without disclosing it to third parties, except where necessary for the purposes of the Agreement or for disclosure to relevant state authorities in cases specified by law. This shall not apply to information that is publicly known or publicly available.
	3. Each of the Parties undertakes to ensure the confidentiality of information about the means of identification, authentication and obtaining access rights (login, password, etc.) to their own e-mail.. Each Party shall independently bear any risks and consequences arising from the disclosure, dissemination or misuse of the above confidential information caused by the fault (including negligence) of such Party, its employees and/or representatives who had access to such information. The Party that has had an unauthorised disclosure shall immediately (no later than the next business day) notify the other Party in writing thereof.
	4. The Parties acknowledge that the documents provided electronically and signed with the analogue of the Parties' handwritten signature shall have the same legal force as the documents on paper, signed in handwriting by the authorised persons of the Parties and sealed.
	5. The Agent may not transfer its rights and obligations under the Agreement to a third party without the consent of the Principal.
	6. In all other matters not provided in this Agreement, the Parties shall be governed by the applicable law.
	7. Any amendments and additions to this Agreement shall be valid provided that they are made in writing and signed by duly authorised representatives of the Parties.
5. **Address and bank details of the Principal**

LLC "FLEX"

Limited Liability Company "FLEX"

INN 7743122379, KPP 774301001

Legal address: 125493, Moscow, Avangardnaya street, 3

Mailing address: 125493, Moscow, Avangardnaya street, 3

OKATO: 45277571000

OGRN: 1157746911816

OKPO: 49951824

Phone: +7 (495) 268-04-12

Bank: Payment / Account: 40702810302190000794, JSC "Alfa-Bank" Moscow,

BIK: 044525593, Correspondent / Account: 30101810200000000593;

ADDITIONAL OFFICE "marching passage" in Moscow JSC "Alfa-Bank"