

# Public Offer

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## Contract for Rendering Services

Limited Liability Company ATO Events (hereinafter - "the Contractor") in the person of the General Director Olga Rybak, acting on the basis of the Charter in accordance with the Article 437 of the Civil Code of the Russian Federation, on the right of the public offer (hereinafter - "the Offer") offers to any corporate and/or physical body to enter into the Agreement (to accept the public offer) on the terms and conditions specified below.

This Offer defines all material terms and conditions of the Agreement between the Contractor and the Customer.

In accordance with the clause 3 Article 437 of the Civil Code of the Russian Federation, in case of acceptance of the terms and payment for the services corporate or physical body accepting this Offer becomes the Customer. Acceptance of the offer shall equate to entering into the agreement for rendering of the services on the terms and conditions specified in the offer.

### 1. DEFINITIONS AND TERMS

1.1. "The Agreement" shall mean this Offer for rendering Services on arrangement participation of the Customer's representative/s in the Event, entered between the Contractor and the Customer as result of Acceptance of this Offer by the Customer.

1.2. "The Customer" shall mean legal entity, private entrepreneur, or adult capable physical person, that has entered into the Agreement with the Contractor in written digital format in result of the Offer Acceptance, and, therefore, obtained the right to receive the Contractor's Services.

1.3. "The Parties" shall mean jointly referred parties to the Agreement; the Contractor and the Customer.

1.4. "The Offer Acceptance" shall mean performance by the Customer of actions listed in this Offer evidencing acceptance by such person of terms and conditions of the Offer in full, including performance of actions by execution of terms and conditions provided for in this Offer.

1.5. "The Event" shall mean activity of the Contractor related to rendering of the services for arrangement and holding of online/offline conferences, including remote format of online-broadcasting and presentations via Internet in live mode or recorded, and providing the Customer with opportunity to participate in them.

1.6. "The Page of the Event" shall mean page of a conference located on the Contractor's Website.

### 2. SCOPE OF THE AGREEMENT

The subject of the Agreement is the provision by the Contractor a range of services for organizing the participation of the Customer's representatives in conference and exhibitions hosted by the Contractor (hereinafter referred to as the "Event") in an online / offline format.

The following services are rendered for the Client during holding of the Event in offline format:

- participation in all meetings, included in the agenda of the Event;
- supply with information materials;
- participation in coffee breaks, lunches included in the program of the Event and a personal badge, which is a pass to the Event.

The following services are rendered for the Client during holding of the Event in online format:

- Access to online broadcast
- option to refer to moderators / speakers with questions during online broadcast of the Event
- access to video-materials of the conference;
- information materials.

Date and place of the Event holding are indicated on the page of the Event.

### **3. CONTRACT EXECUTION PROCEDURE**

3.1. The Customer fills registration form for participation on the Event's page, and, therefore, consents with the terms and conditions of this Agreement.

The registration form shall be filled after acknowledgement with the text of the Offer, and putting flag in front of the phrase "I accept the terms and conditions of the Public Offer" by activating hypertext element (key) containing inscription "Confirm". Sent application shall form grounds for billing against rendered services in digital format.

3.2. Upon request of the Customer, the Contractor shall provide a copy of the Agreement, signed on behalf of the Contractor. By paying and / or requesting the services, the Customer in accordance with the Article 438 of the Civil Code of the Russian Federation expresses his full and unreversed consent with the terms and conditions of the offer.

3.3. The Agreement comes into force after the monetary funds of the Customer got credited to the Contractor's settlement account.

### **4 PRICE OF WORKS AND PROCEDURE OF SETTLEMENT**

4.1 The Customer shall effect 100% advance payment of the Contractor's services in according to the value indicated in the registration form. The payment is to be made on the basis of the invoice issued by the Contractor within 3 (three) business days from the date of invoicing, but no later than 2 (two) weeks before the Event date.

4.2 Payment of the Event participation cost by the Customer shall be made in cashless form including utilization of software facilities of the payment service and / or payment provider engaged by the Contractor. With above, the date when the monetary funds are credited to the settlement account of the Contractor shall be deemed the date of payment.

4.3. Upon completion of the services the Contractor within Five (5) business days shall provide the Customer with the Services Delivered Certificate signed on his part (hereinafter - "the Certificate"). Should no motivated written objection be received from the Customer within five business days from receipt of the Certificate, the Services shall be deemed duly rendered in full, and the Certificate shall be deemed signed.

### **5 RIGHTS AND DUTIES OF THE PARTIES**

5.1 The Customer undertakes:

5.1.1 to provide the Contractor with the data (including personal data) required by the Contractor to render the services to the Customer and to perform his other obligations provided under the Agreement and under the current law of the Russian Federation;

5.1.2 to independently follow up with any updates of information allocated on the Web-site of the Contractor, including, to follow up with changes in terms of rendering of the services, amendments to this Agreement, and any other materials that are directly or indirectly related to rendering of the service or have influence thereupon. The Customer shall be deprived from the right to refer to absence of awareness of the said changes, if such changes are placed on the Web-site.

5.1.3 not to download, distribute, copy, publish, broadcast or otherwise utilize online broadcast of the Event and / or video materials of the Event. The cases provided under this Agreement shall form exception. Presentations of the Event speakers outside the Web-site shall only be possible subject to receipt of the written content of the Contractor.

5.2 The Contractor shall be entitled to refuse from participation in the Event. In any case should the Customer refuse to participate in the Event, the Customer shall provide the Contractor written application by sending message to email address of the Contractor indicated in the details of this Agreement. Should no such application be available, the monetary funds are not refunded by the Contractor.

In case of refuse:

- within 1 month and over till commencement of the Event, the value of the paid services shall be refunded with deduction of 20% from the value of the service,
- within 2 month and over till commencement of the Event, the value of the paid services shall be refunded with deduction of 50 % from the value of the service,

- less than 2 weeks prior to commencement of the Event, the Contractor reserves a right not to refund payment as reimbursement of expenses for organization of the Event.

5.3 The Customer may replace nominated participant free of additional surcharge, but shall notify the Contractor thereof at least One (1) business day prior to holding of the Event.

5.4 In case of offline event the Customer/ the Event participant shall not be entitled to:

- distribute leaflets or other advertising materials in place and during holding of the Event without prior agreement with the Contractor;
- arrange any private conferences or events in place of and during holding of the Event of the Contractor without prior written consent of the Contractor.

5.5 The Contractor shall be entitled:

5.5.1 replace offline event for online event;

5.5.2 to change timings of the Event holding;

5.5.3 to cancel the Event.

5.5.4 Should the circumstances listed in the sub-clauses: 5.5.1-5.5.3 the Contractor sends to the Customer's email ID indicated in the registration form, and on discretion of the Customer expressed in writing:

- changes format of the Event from offline to online, and refunds difference in cost of participation granting the Customer right to participate in online format of the Event;
- refunds value of participation paid by the Customer in full within Twenty (20) business days from receipt of the notice by the Customer;
- renders similar services to the Customer within the framework of other Events arranged by the Contractor with set-off of the value of not rendered services.

Date, place and procedure for rendering of similar services within the framework of other Events in this case shall be defined with agreement of the Parties.

5.5.5 cancel/adjourn holding of the Event due to appearance of the circumstances that are outside responsibility of either of the parties, or due to appearance of over force (force-majeure) circumstances.

5.5.6 cancel holding of the Event in offline format due to adoption of public authorities of the Russian Federation and / or of the city of Moscow, or by authorities of Event participant's states restrictions, quarantine, or other measures related to spreading of epidemy or otherwise preventing holding of the Event or presence his participants on it.

Should it be the case, the Contractor undertakes to notify the Customer on appearance of such circumstances, and on discretion of the Customer expressed in writing:

- changes format of the Event from offline to online, and refunds difference in cost of participation granting the Customer right to participate in online format of the Event;
- the Contractor refunds paid value of participation in the Event paid by the Customer with deduction of 20% from value of the services as reimbursement of expenses for the Event arrangement;
- the Contractor provides the Customer with similar services with the frameworks of rendering other Events arranged by the Contractor with set-off of the value of not rendered Services.

5.6 The Contractor reserves the right to revise the prices indicated in the registration form by unilateral written notice ten calendar days before the expected date of the change in the price of services. The price change takes effect on the eleventh calendar day from the date the Contractor sent such notification by e-mail (the notification sent by e-mail is recognized by the parties as original). Any price change does not apply to services already paid for.

## **6 SPECIAL PROVISIONS ON LIABILITY OF THE PARTIES**

6.1 The Customer shall be liable for completeness and reliability of data (including personal data) provided to the Contractor in rendering of the services. In case of changes in data (including personal data) provided to the Contractor, the Customer shall notify the Contractor on introduced changes within Ten (10) calendar days from enforcement of respective changes, but not later Two (2) days prior to commencement of rendering of the services. The Customer shall independently and in full bear all risks related to absence of actual data (including personal data) with the Contractor.

6.2. Should the Event be held online, the Contractor shall not be liable for:

- any technical failures or other problems of any telephone networks or services, computer systems, servers and providers, computer or telephone equipment, software, failures of email services, or scripts due to technical reasons;
- for smooth and uninterrupted work of web-site, cancellation of access to the web-site not related to actions of the Contractor, safety of login and password ensuring access to the web-site;
- losses arising with the Participants for the reasons related to technical failures of hard- or software equipment;
- if confirmation of registration, Participant's memo or access and link to video-materials of the Event are not received by the Customer due to technical errors or spam-filters settings of email service of the Customer. To exclude such situations, it is advised to add domain atoevents.ru to safe domains or to switch off spam-filter for emails incoming from this domain.

6.3 The Parties shall be relieved from liability for default or improper execution of their obligations under the Agreement if due execution of obligations became impossible due to over force circumstances that could be neither foreseen nor avoided by the parties, and in case of adoption by state authorities of restrictive measures in either way preventing execution of terms and conditions of this Agreement. Execution of obligations under the Agreement shall be deferred for validity of such circumstances, term for execution of obligations accepted by the Parties of the Agreement shall be extended till the time of completion of over force circumstances validity, force-majeure, and etc.

## **7 CLAIMS AND DISPUTES RESOLUTION PROCEDURE**

7.1 Customer's claim for default and / or improper execution by the Contractor of his obligations under the Agreement shall be made on paper in writing, and shall be subject to registration on the date of its receipt by the Contractor. All documents required for consideration of claim indicating details of default or improper execution of obligations by the Contractor under the Agreement shall be attached to a claim.

7.2 Should the claim be recognized valid, the detected defects shall be subject to settlement. Refuse to settle the claim shall be reasoned. The following ways of settlement may be offered to the Customer:

7.2.1 receipt of service in other time;

7.2.2 receipt of other service, equal in price;

7.2.3 receipt of discount on services;

7.2.4 return of monetary funds (or part thereof) paid by the Customer in Advance.

7.3 All disputes directly or indirectly related to the Offer and the Agreement concluded in result of the Offer Acceptance shall be solved by the Parties by way of negotiations. Should it be impossible to resolve the dispute by way of negotiations, all disputes shall be subject to consideration by Arbitration Court of the city of Moscow. Compliance with claim procedure for dispute resolution (prior to submission to the court) shall be mandatory.

## **8 PERSONAL DATA STORAGE AND PROCESSING**

8.1 In accordance with the Federal Law of 27.07.2006 No. 152-Φ3 On Personal Data the Customer shall provide the Contractor with consent for collection, storage and processing including automatic processing of information related to personal data (hereinafter - "the Personal Data") of the Customer or of third party in interests of which the Customer enters into the agreement (family name, name, patronymic, registration address, residential address, contact phone numbers, email addresses, amounts of payment) including collection, systematization, accumulation, storing, clarification (update, alteration), usage, distribution (including transfer), depersonalization, blocking, disposal of personal data. Personal data processing shall be performed for the purposes of conclusion with the Contractor of the Agreement on the basis of this Offer, any other agreements and its further utilization, performance of settlements with the Customer, adoption of resolutions or performance of other actions furthering legal consequences in regards to the Customer or third parties, provision to the Customer with information about services rendered by the Contractor, execution of contracted obligations before third parties, and for the purposes of informing the Customer on changes in terms of rendering of the services, terms and conditions of the Offer, on new products or services developed and/or offered by the Contractor and/or his

counteragents and partners. Offer Accept shall be deemed consent to receive advertising materials.

8.2 Consent granted by the Customer in regards to personal data processing, stipulated in the clause 8.1 of the Offer shall be granted prior to expiry of storing time-limits for respective information or documents containing the above information defined in accordance with the law of the Russian Federation, and later may be recalled by the Customer by forwarding of respective written notice to the Contractor not later Three (3) months till recall of consent. Recall of consent for personal data processing shall automatically mean unilateral refuse from the Customer's services.

## **9 MISCELLANEOUS**

9.1 The Agreement shall come into force from the time of Acceptance of this Offer in a manner stipulated in the clauses 3 of the Agreement, and shall remain valid throughout the term of rendering of the services in part of obligations on rendering of the services, and throughout other terms, if such terms are specified in the Offer (e.g. in regards to personal data processing) or till the time of its termination on the grounds provided for under this Agreement, including in case of absence of technical ability for rendering of the services.

9.2 The Parties agree to apply to signing of the documents compiling contents of email correspondence rules on common digital signature, considering such common digital signature electronic mail IDs, indicated in details of the Contractor, and contained in the Customer's details, indicated in registration form, equating such common digital signatures to substitutes of own true signatures of the Parties, and the documents in digital form to substitutes of paper documents.

## **10 DETAILS OF THE CONTRACTOR**

ATO Events LLC

TIN (INN): 7704706476

PSRN (OGRN): 5087746533111

Address: Komsomolsky Prospekt 42, bldg. 1, floor 3, office 1/5, 119048 Moscow, Russia

Beneficiary's bank Raiffeisenbank AO 129090, Russia, Moscow, Troitskaya str. 17, bld. 1

SWIFT: RZBMRUMM

Beneficiary's Account No.: 40702978800000010270

Email: events@ato.ru