

## Terms of work

Under these terms WEBVORK LLP, incorporated and registered in the United Kingdom, with registration number OC421818, and whose registered office (place of establishment) is at Wisteria Grange Barn, Pikes End, Pinner, England, HA5 2EX, offers to You provide services to the Company as it described herein.

Attention! These terms are only for person who is tax resident outside of the United Kingdom of Great Britain and Northern Ireland. If You are tax resident of the United Kingdom of Great Britain and Northern Ireland You must not to accept these terms and You cannot work with us. When You accept these terms You warrant that You are tax resident outside of the United Kingdom of Great Britain and Northern Ireland and shall reimburse immediately to us our losses if any amounts will be charged from us because of Your tax residence.

## The conditions to webmaster

The webmaster agrees don't to take any action affecting the operation of the partner network on the website: webvork.com. These types of actions are understood as attempts to technically influence the operation of the servers of the partner network, such as attempts to crack security mechanisms, use viruses, trojans, and other malicious programs for any of their purposes. Use brute force attacks, DoS (DdoS) attacks, spam, use of links and any other processes that can damage the work of the affiliate network. The multiaccounts in the partner network are prohibited. One webmaster could have only 1 active account on the domain: webvork.com.

The webmaster is obliged to immediately respond to inquiries and appeals from the partnership Program (further- PP) Administration, to eliminate the reasons for advertisers' complaints regarding the content of advertising materials, as well as the sources and ways of placing advertising materials. In the event that within 12 hours the request and appeals of the Administration haven't been responded, the administration has the right to apply sanctions to the webmaster.

It is obligatory to follow the conditions to webmaster.

## Requirements for traffic sources to webmasters

- The sources of traffic into the Partnership (PP) webvork.com could be: Own websites of Webmasters;
- Contextual advertising of systems;
- Teaser advertising systems;
- Social networks;
- The doorway traffic;
- Other sources are subjected to prior agreement with the Administration of webvork.com.

## Working restrictions with webvork.com

The webmaster is prohibited by working with PP webvork.com:

- To use unapproved and banned sources by the Administration;
- To use banned sources by the law of those countries with traffic and offers the Webmaster uses;
- To use sources that promote racial and gender intolerance;
- To use sources that contains malicious code;
- To screw the system in anyway, **including**:
  - To execute paid actions independently;
  - To force the target to perform actions to other users as a result of a request, reward, deception or misrepresentation.
- To hide the refer;
- To change the IP address within the same subnet or by using proxy servers and anonymizers;
- Use spam listing;
- Provide users with knowingly false or unreliable information about products in order to stimulate the purchase;
- Initiate automatic target actions of visitors using scripts, bots and any other meanings.
- It is forbidden to use any kind of cookie stuffing (cookie dropping);
- It is forbidden to use scripts that allows you to place cookies on sites that the user hasn't visited or viewed;
- It is forbidden to rearrange, substitute, grind user's cookies to others that do not belong to the sites that the user viewed;

- To ignore requests by the Administration, to provide with the information about traffic sources or any other information related to webmaster's activities in the affiliate program of webvork.com;
- To enter the Administration misled in anyway;
- **It is forbidden to advertise:**
  - on sources that violate legislation, ethical norms and morality;
  - with the call to violence, cruelty or illegal activities;
  - with the formation of a negative attitude towards persons who don't use the advertised goods/services;
  - with an indication that the advertised goods/services are approved by government authorities;
  - with the promotion of smoking, drinking alcohol;
  - using abusive words, obscene and offensive images, comparisons and expressions, official national symbols (flags, coats of arms, hymns), religious symbols, objects of cultural heritage;
  - to use the mechanisms of cheating the volume of provided services;
  - in case of any violations specified in the legislation.

### **The order of imposing sanctions to webmaster**

In the event that webmaster violates the conditions of working with the system, the Administration reserves the right to apply sanctions to him. Sanctions may include imposing a fine on Webmasters (partial writing off funds from the balance to compensate damage to the advertiser) or completely blocking the Webmaster account with deduction of funds on the balance in favor of the advertiser in full. The decision on the degree of misconduct of the webmaster is made on an individual basis.

For the transferring of the User's personal data to the Customer without the consent of the latter, the Webmaster is liable in the form of a fine of five thousand EUR.

### **Reimbursement of losses**

If third parties (users, advertisers, state bodies, etc.) present to the customer claims of violation of law, which was the result of the actions of the Webmaster, and impose on the Customer and/or its officials (if applicable) financial penalty (fine, etc.), the other Party must immediately reimburse such financial losses in the amount of, which is collected from the Customer.

For late payment of services, the Customer must pay to the webmaster a fine in the amount of 0.01% of the unpaid amount for each day of delay, but not more than 5% of the unpaid amount. Charging of penalties occurs only from the moment of receipt of the written request of the Webmaster.

### **The quality of service**

If the provided advertising services are considered substandard:

- with the use of prohibited actions of the Agreement;
- with violation of the rules established by Offer;
- during the processing of the personal data of the user, the Webmaster didn't ensure the User's consent to processing on the terms of the Agreement and/or the Offer.

Low quality advertised services are not payable by the Customer. In cases where the services have already been paid by the Customer, but later it turns out that they were substandard, the Webmaster must return the received money.

### **Calculations to Webmasters**

Payments to webmasters are made on the payment systems chosen by them and available in the system. Payments are made once a week on Thursdays. Bank charges are responsible by webmasters of their country.

Early payments are also available in Agreement with the personal manager of Webmaster.

The minimum amount to be credited for the generation of the planned payment is 60 EUR.

If the Administration has doubts about the quality of Webmaster traffic - the Administration reserves the right to send traffic for verification. Verification period could be processed up to 20 days. During the verification the planned payments to Webmaster are suspended.

The webmaster must independently calculate and pay taxes in the country of which he is a resident.

The Administration reserves the right to change these requirements at any time and without prior notification.

Calculations are made according to the details specified by the Sides. The webmaster must specify his requisites in the System and keep them in the System up to date, immediately updating them in case of any changes.

### **Denial of responsibility**

Administration is not responsible for the actions of Webmasters who caused the violation of the rights of third parties.

Administration is not responsible for the content of information posted by Webmasters and/or Advertisers. The administration has the right not to respond to requests, addresses and letters that do not contain the requisites of the person applying.

Administration is not responsible for the registration data that were specified by the Webmaster and/or the Advertiser when interacting with the registration forms.

Users themselves are responsible for the use of products purchased through the site's information field, as well as the consequences of such use.

## **THE CONTRACT FOR THE PROVISION OF ADVERTISING SERVICES**

### **1. Term of the Contract.**

1.1. The Client orders and the Service Provider performs Internet marketing services (hereinafter the Service) under the terms of the Contract.

1.2. The Contract is concluded for an indefinite period.

1.3. Agreed Services are provided outside of the United Kingdom of Great Britain and Northern Ireland.

### **2. Object of the work.**

2.1. The Service provider shall manage and work with advertising campaigns on the internet.

2.2. The description of main tasks and objectives: advertising and promotion of the agreed campaigns for the targeted markets.

2.3. The Service provider shall fulfil its duties according to the rules of work established by the Client, Service description and other work regulations and legislation.

2.4. The objectives of Service shall be given and controlled by the responsible managers from Client side.

2.5. The Service provider shall perform its duties loyally, bearing in mind the benefit of the Client, in accordance with its knowledge and skills, and with the diligent arising from the characteristics of the Service. The Service provider shall avoid any activities or non-performances of its side, which may compromise the good name of the Client, social connections, client relationships or economical interests or may cause financial or non-financial harm to the Client or to third persons.

2.6. The Service provider shall be obliged to keep in respect the reputation of the Client in the eyes of the clients, business partners and public and avoid any activity or non-performance, which may cause discontentment of clients or business partners or public criticism.

## **OFFER**

### **to conclude the Information and Reference Service Agreement London, Great Britain, version from the 5th of April, 2018**

“WebVork” Limited Liability Partnership hereinafter referred to as "WebVork" and/or “the Customer”, proposes the present Offer for concluding the Information and Reference Service Agreement. Having accepted the present Offer, you hereinafter referred to as “the Contractor”, shall conclude an Agreement on the conditions, procedures, and volumes defined in the present Offer. Further, the Customer and Contractor, jointly referred to as “the Parties”, have concluded the present Agreement (hereinafter – “the Agreement”) as follows.

### **TERMS AND DEFINITIONS**

“**Customer**” – a party in Agreement, incorporated and registered in the United Kingdom, with registration number OC421818, and whose registered office is at Wisteria Grange Barn, Pikes End, Pinner, England, HA5 2EX.

“**Contractor**” – a natural person who has reached the age of 18, has legal capacity, who is not a tax resident in the United Kingdom of Great Britain and Northern Ireland.

“**Client**” – the individuals, that receives or consumes services and has the ability to choose between different services.

**"System"** - WebVork's computer system that records the Contractor's actions and route the voice traffic packages, that represents a set of computers (servers), computer software and databases.

**"Territory"** - the territory of the states of the United Kingdom of Great Britain and Northern Ireland.

**"Device"** - the Contractor's device, from which the Contractor gains or may gain access to the System. The Device and its software shall comply with the Contractor's requirements.

**"User Account"** - the electronic register entry contained in the System and relating to (and only to) the Contractor, which includes data on the Contractor and its actions in the System, in particular, identification data for access to the System.

**"Personal Data"** - any information relating to an identified or identifiable the Client ('data subject'). The identifiable Client is one who can be identified, directly or indirectly, in particular by reference to a set of identifiers such as a full name, phone number and email address.

**"Site"** – web-site webvork.com.

## **1. SUBJECT OF THE AGREEMENT**

1.1. The Customer shall assign, and the Contractor shall perform the Work (hereinafter the "Work") for information and reference services by phone of existing and potential Clients, namely:

- detailed consultation of Clients;
- the collection of data on oral appeals;
- registration of applications for calls from customers;
- ensuring the safety of the data entrusted to the Contractor, and the Customer undertakes to accept and pay for the results of the Work.

1.2. The Customer has the right to issue an instruction to the Contractor in the form of the Assignment sent to the Contractor in electronic form. The task contains a list of required Works, the deadline for their execution and other information at the discretion of the Customer. Without a separate task, the Contractor perform the Work specified in the System.

1.3. The Contractor undertakes to perform the Work observing the obligatory requirements to the performance of the Work, established by the Customer.

1.4. For the purpose of the Work performance, the Customer shall transmit the data required for connection to IP telephony to the Contractor via the System, provided that the Contractor shall pay the costs relating to its equipment, Devices, telecommunications services etc. on its own.

1.5. The quality of the Deliverables shall be verified, in particular, according to the Rules on the Contractor's Deliverables Assessment (hereinafter the "Rules") as set forth in Annex No. 1 to the Offer.

1.6. The Work shall be performed outside the Territory and in the period when the Contractor is other than a tax resident of the state located in the Territory. If in the course of Work the Customer discovers that the Work is performed from the Territory or by a tax resident of the state located in the Territory the Customer shall be free to terminate the Contractor's access to the System and require indemnification against losses.

## **2. AGREEMENT CONCLUSION AND PERFORMANCE PROCEDURE**

2.1. The Contractor accepts the Offer by providing the following data (for registration in the System):

- languages the Contractor is fluent at and can speak;
- details of payment;
- acceptance of the Offer and the Contractor's statements concerning the Agreement;
- first login in the System upon the Customer's approval of the Contractor's registration.

The offer is effective from the date first before written. The offer version can be amended by the Customer at its sole discretion and published on the Site. The offer comes into force after taking Contractor all of the above steps.

2.2. The Customer is under no obligation to register the Contractor in the System. The Customer shall resolve on the Contractor's registration in the System at its own discretion. The Customer is under no obligation to explain the registration denial reasons to the Contractor.

2.3. The System is programmed so that the Contractor cannot use the System and perform Work until the Contractor has read, understood and accepted the Offer.

## **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **3.1. The Contractor shall:**

3.1.1. perform the Work by its own effort, without engaging third parties.

3.1.2. ensure safety, correct usage of materials and information required for the Work performance after

their receiving.

3.1.3. notify the Customer promptly and, until further instructions have been received from the Customer, suspend the Work, if the following is discovered:

- the materials/information transferred by the Customer is/are unsuitable or defective;
- the consequences potentially disadvantageous for the Customer of performing its instruction on the Work performance method;
- any other circumstances beyond the Contractor's control, which may affect the Work quality or lead time or prevent from its timely completion.

The Contractor who did not warn the Customer of such circumstances or who continued the Work without waiting for the Customer's response shall not be entitled to refer to these circumstances when the respective claims are asserted against the Contractor or by the Contractor against the Customer.

### **3.2.The Customer shall:**

3.2.1. provide the Contractor with educational and/or informational materials required for the Work.

3.2.2. provide the Contractor with all necessary information on the required Deliverable.

3.2.3. accept the Deliverable within the period of time envisaged herein.

3.2.4. notify the Contractor of detected drawbacks in the Work, which the routine acceptance method failed to reveal, within One (1) months from their detection.

## **4. USE OF THE USER ACCOUNT**

4.1. The Contractor shall take efforts to prevent third parties' access to the User Account and the Device, from which the Contractor takes steps in the System. The Contractor does not have the right to transmit the data required for authorization in the System to any third parties or provide access to the System to third parties after the Contractor underwent the authorization.

4.2. The User shall, when dealing with the System using the User Account, take implicative steps, with which the Parties connect the occurrence, modification and termination of their rights and obligations. The content of some of the above steps and their consequences not stipulated in the Agreement are described in the System.

4.3. If the password is lost, the Contractor's access to the System shall be restored at the Contractor's application. The Customer has a right to pose any additional questions in order to restore the password. The Customer is under no obligation to restore the password if the Customer believes there is no absolute identity between the Contractor and the person making the password restoration request. In this case, the Customer may require that the Contractor takes some further steps for identification (personal presence, notarial certification etc.), and the Contractor shall take these steps to have the password restored.

## **5. FEE AMOUNT AND PAYMENT PROCEDURE**

5.1. The accounting month shall be fixed as equal to the current calendar month in which the Work is performed (hereinafter the "accounting period").

5.2. The Contractor's fee shall be calculated for each accounting period in the System. The base fee can be reduced or increased by the Customer according to the assessment criteria stipulated in the Rules. The fee for performed Work shall be paid for the accounting period on or not later than the 10th day of the current month following the accounting period, unless the Customer has objections to provided Services. The Customer has a right to pay the fee before the accounting period expiry.

5.3. The Customer shall submit the report of provided services and accrued fee by posting the information in the System or by other method agreed upon by the Parties.

5.4. The fee shall be paid to the Contractor by wire transfer or by electronic payment system at the Contractor's details specified by the Contractor in the System or otherwise, upon agreement between the Parties.

5.5. The Contractor shall pay its own tax itself according to its tax residence. The Customer shall pay the fee without any deductions or withholding.

## **6. CONFIDENTIALITY**

6.1. Any information (oral or written) received by the Contractor from the Customer, its representatives and/or legal entities (employees of such legal entities) controlled by the Customer and/or other legal entities and individuals, which is directly or indirectly related to WebVork, shall be WebVork's confidential information that constitutes WebVorks business secret, whether or not there is a special indication as to the confidential nature of such information (hereinafter "Information"/"Confidential Information").

6.2. Any transfer of this information to third parties is possible only with the prior written consent of

WebVork, except for the cases required for the purposes of fulfilling the obligations stipulated by civil law contracts with WebVork, as well as corresponding to the requirements of the English laws.

6.3. The Contractor undertakes to immediately notify WebVork of any fact of disclosure or threat of disclosure, illegal receipt or illegal use of information that is confidential and constituting a commercial secret by a third party which was committed by or became known to the Contractor.

6.4. All information and documents elaborated by the Contractor after the conclusion date hereof, according to the contractual obligations to WebVork, is WebVork's exclusive property.

6.5. WebVork has a right to unilaterally lift the confidentiality status of any information, with the respective notice to the Contractor.

6.6. The Contractor shall keep this Agreement confidential by reasonable and adequate efforts, according to the professional standards, and in particular, refrain from disclosing to third parties the confidential nature of the information transferred to the Contractor, unless such compliance with confidentiality provisions contradicts English laws.

6.7. The requirements of this article do not apply to information:

- that is generally known;
- disclosing of WebVork to third parties without restriction;
- disclosing in accordance with the requirements of the applicable law.

6.8. The Contractor shall disclose confidential information to governmental authorities that are competent to request such information, according to applicable law, based on a duly issued request for provision of such information, provided that the Contractor shall not be liable for such disclosure but is liable for its content.

6.9. The Contractor shall:

- keep confidential the information by reasonable and adequate efforts;
- not disclose the confidential information, **including** but not limited to information:
  - information on the organizational framework, the information disclosing WebVork's management system, in particular, information on changes;
  - information on the applied original methods to manage WebVork;
  - information on preparation, adoption and performance of individual resolutions of WebVork's management on commercial, organizational and other issues;
  - information on actual hosting, goals, subject and results of meetings and conferences of WebVork's management bodies;
  - information disclosing the safeguarding system, access mode, and safeguarding equipment system;
  - information on WebVork's projects being elaborated, development plans and activities;
  - information on WebVork's internal regulations.
- refrain from disclosing and copying the confidential information that constitutes business secret, which is owned by WebVork and its counterparties;
- advise WebVork of all third parties' that may be prejudicial to the WebVork's interests;
- notify WebVork of loss or shortage information that constitutes business secret and other facts that may lead to disclosure of WebVork's business secret as well as the reasons of information leakage.

6.10. The confidentiality mode shall apply within the term hereof and for Five (5) years thereafter.

## **7. DATA PROTECTION**

7.1. Any Personal Data shall be processed pursuant to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and rules relating to the free movement of personal data. It shall be processed solely for the purposes of the performance, management and follow-up of the Agreement.

7.2. Contractor ensures that he has committed himself to confidentiality to Personal Data or is under an appropriate statutory obligation of confidentiality.

7.3. Contractor processes the Personal Data only on instructions from the Customer received under section 8 of this Agreement.

### **7.4. During processing personal data the Contractor shall:**

7.4.1. use Devices and software approved by the Customer for connection to the System.

7.4.2. not copy information, not make photos and/or screenshots obtained in the process of the Work performance under the Agreement.

7.4.3. update the Device and its software if requested by the Customer immediately.

- 7.4.4. notify the Customer about the process of processing personal data.
- 7.4.5. fulfill any requirements of the Customer at the time specified in its requests. When the time is not specified, the requirements of the Customer are fulfilled during 2 days.
- 7.4.6. take efforts to prevent third parties' access to the User Account and the Device, from which the Contractor takes steps in the System.
- 7.4.7. not transmit the data required for authorization in the System to any third parties or provide access to the System to third parties after the Contractor is authorized.
- 7.5. The Customer shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:**
- 7.5.1. the pseudonymisation and encryption of Personal Data.
- 7.5.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
- 7.5.3. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
- 7.5.4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

## **8. E-INFORMATION AND E-MESSAGE EXCHANGE**

8.1. The Parties exchange electronic information via the System and/or e-mail addresses or the details of the Internet messenger specified on the Customer's side in the System, and on the part of the Contractor in its questionnaire related to the Account. An e-message transmitted via System and/or such addresses (requisites) is deemed to originate from the Party. An e-message transmitted via System and/or such addresses (requisites) is deemed to be delivered, even if the Party has not read such a message.

### **8.2. An e-message shall be deemed delivered:**

- 8.2.1. for a message sent by e-mail, on the date when it was sent, provided that within 24 hours from the date of sending the sender did not receive a message that the mail was not delivered.
- 8.2.2. for a message sent via sms, at the hour of its sending, provided that within 24 hours from the date of sending the sender did not receive a message that the sms was not delivered.
- 8.2.3. for a message sent via the Internet messenger, at the time when the Internet messenger operator confirmed its sending.
- 8.2.4. for a message sent via the System, at the time the System confirmed its delivery.

## **9. INDEMNIFICATION**

- 9.1. The Contractor shall indemnify and hold harmless the Customer from and against all damages, losses, costs, claims, actions, demand, expenses, compensation and liabilities resulting from violation of the Agreement and/or its warranties (guarantees). The Parties are agreed that indemnity can be withhold by the Customer from the Contractor's fee.
- 9.2. The Contractor shall defend and indemnify the Customer and its affiliates, directors, officers, employees and agents from and against any and all third party claims relating to, arising out of or resulting from gross negligence or willful misconduct of the Contractor in the performance of his obligations hereunder, or breach of this Agreement and/or its warranties (guarantees), other than to the extent such third party claims are attributable to the gross negligence, negligence, willful misconduct or breach of this Agreement by any person so indemnified.
- 9.3. The Parties especially agreed and confirm that the Contractor's indemnity shall cover any damages, losses, costs, claims, actions, demand, expenses, compensation and liabilities resulting from its breach of data protection terms and obligations provided for by the present Agreement.
- 9.4. The Customer shall be liable for any loss or damage caused by himself in performance of the Agreement.

## **10. CONFLICT OF INTERESTS**

10.1. The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Agreement must be notified to the Customer in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

10.2. The Customer reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set.

10.3. The Contractor shall abstain from any contact likely to compromise his independence.

## **11. APPLICABLE LAW AND SETTLEMENT OF DISPUTE**

11.1. This Agreement shall be governed by and interpreted in accordance with English laws.

11.2. The parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of the Agreement. The period of negotiation is 14 (fourteen) calendar days.

11.3. The Parties will also resolve disputes by sending the guilty party a written claim. The response period to a written claim shall be 14 (fourteen) calendar days from the claim receipt by the guilty party.

11.4. The disputes that can not be resolved by the parties in an amicable way, may be referred to the ordinary courts for decision.

## **12. TERMINATION OF THE AGREEMENT**

12.1. The Customer may at any moment terminate the Agreement if the Contractor is not performing his tasks or is performing them poorly or has committed substantial errors, irregularities or fraud, or is in serious breach of his obligations under the Agreement

The Customer must formally notify the Contractor of its intention, include the reasons why and invite him to submit any observations within 30 days of receiving notification. If the Customer does not accept these observations, it will formally notify confirmation of the termination. The termination will take effect on the date the notification is sent by the Customer.

12.2. The Contractor may at any moment terminate the Agreement if he is not able to fulfil their obligations in carrying out the work required. The Contractor must formally notify the Customer and include the reasons why by giving 15 days' notice. The termination will take effect on the date the Customer will formally notify confirmation of the termination.

## **13. WARRANTY**

13.1. The Contractor warrants to the Customer that all Services and this Agreement will be of satisfactory quality and fit for purposes of the Agreement and will be free from defects in providing.

**13.2. If the Services are not performed in whole or in a part in accordance with this Agreement then the Customer shall be entitled where appropriate to:**

13.2.1. require the Contractor promptly to re-perform the relevant part of the Services without additional charge.

13.2.2. assess the cost of remedying the failure the "Assessed Cost" and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.

13.2.3. engage another person or organization to carry out the services, in whole or in part and all additional expenditure properly incurred by the Customer in having such services carried out shall be recoverable by the Customer from the Contractor.

## **14. TERM OF THE AGREEMENT**

14.1. The Agreement shall be valid from acceptance of the Offer and shall be effective for Thirty (30) calendar days.

14.2. Upon expiry of its initial term, the Agreement shall be automatically extended for another calendar month, unless either Party notifies the other Party in writing of its intention to terminate the Agreement.

## **15. MISCELLANEOUS**

15.1. The Parties shall communicate the change in their location, bank details, telephone numbers, telefax numbers to each other within two days from such changes.

15.2. The relations of the Parties under this Agreement are not the relations of the Employee and the Employer. This Agreement does not create any right enforceable by any person who is not a Party hereto except that a person who is the permitted successor to or assignee of the rights of a Party hereto is deemed to be a Party to this Agreement and the rights of such successor or assignee shall, subject to and upon any succession or assignment permitted by this Agreement, be regulated by the terms of this Agreement.

15.3. Any amendment to the Agreement shall be the subject of a written agreement concluded by the Parties of the agreement. An oral agreement shall not be binding on the Parties of the agreement.

15.4. Upon conclusion hereof, this Agreement shall supersede and invalidate all prior correspondence, documents and negotiations between the Parties on issues being the subject matter hereof.

**ANNEX № 1**  
**RULES ON CONTRACTOR'S DELIVERABLES ASSESSMENT**

**1. Assessment criteria**

#	Criterion	Criterion description	Grade
<b>Base unit</b>			
<b>1</b>	Dialoging	<ul style="list-style-type: none"> <li>● Civility of welcome</li> <li>● Communication style</li> <li>● Civility of the speech</li> <li>● Civility of dialogue completion</li> </ul>	<b>Excellent</b>
			<b>Good</b>
			<b>Satisfactory</b>
			<b>Poor</b>
<b>2</b>	Rightness and reliability provision of product/service information	<ul style="list-style-type: none"> <li>● Reporting of reliable information on WebVork's products and services</li> <li>● Detailed answers and explanations that are well understood by the customers</li> <li>● The defined action procedure is complied with, according to procedures and instructions</li> <li>● Correct procedure for proposing the application issue/card receipt methods</li> </ul>	<b>Excellent</b>
			<b>Good</b>
			<b>Satisfactory</b>
			<b>Poor</b>
<b>3</b>	Accuracy of the information recording	<ul style="list-style-type: none"> <li>● Accuracy of the information recording in the system, according to the procedural requirements</li> <li>● Accuracy of the data entry into the application form fields: without grammar mistakes and missed letters</li> <li>● Reconciliation of names that are difficult to pronounce</li> </ul>	<b>Excellent</b>
			<b>Good</b>
			<b>Satisfactory</b>
			<b>Poor</b>
<b>Sales unit</b>			
<b>4</b>	Open/specification questions are made to identify the needs The technique is intended to identify the client's needs, to understand the reason for doubts/fears, to involve the client into the dialogue and to collect as much information as possible, which will later be processed		<b>Excellent</b>
			<b>Good</b>
			<b>Satisfactory</b>
			<b>Poor</b>

<b>5</b>	Product presentation depending on the identified needs and benefits for the client	<b>Excellent</b>
		<b>Good</b>
		<b>Satisfactory</b>
		<b>Poor</b>
<b>6</b>	Objections handling The reason of the client's objection is identified, to reveal the need and to propose the solutions that are advantageous and relevant to the client	<b>Excellent</b>
		<b>Good</b>
		<b>Satisfactory</b>
		<b>Poor</b>
<b>7</b>	Authenticity of completion the transaction. Summarizing the sales, logical completion	<b>Excellent</b>
		<b>Good</b>
		<b>Satisfactory</b>
		<b>Poor</b>
<b>Agitation bonus</b>		
<b>8</b>	Client's answers and opinion are rewarded/compliments are given	<b>Yes/No</b>
<b>9</b>	Active listening technique is used	<b>Yes/No</b>
<b>10</b>	Life examples well understood by the client are given	<b>Yes/No</b>
<b>11</b>	Getting the feedback (consent with the voiced benefit)	<b>Yes/No</b>
<b>12</b>	Adaptation to the customer, winning the client over	<b>Yes/No</b>
<b>13</b>	Client's gratitude	<b>Yes/No</b>
<b>14</b>	The client emphasized professional skills	<b>Yes/No</b>
<b>Downgrading</b>		

<b>15</b>	Sound environment. No outside noise in the line: child's weaning, mobile phone sound (call/sms sound), animal sounds, external sounds untypical for the working environment	<b>Excellent</b>
		<b>Good</b>
		<b>Satisfactory</b>
		<b>Poor</b>

## 2. Score

<b>Excellent</b>	No objections or recommendations to the Contractor's further work
<b>Good</b>	Some non-critical violations of procedures/instructions, objections to the dialogue skills or free sale skills that did not affect the Client and the advice quality in general
<b>Satisfactory</b>	There are errors and violations that influence on the advice quality But the consequences for the Client have been virtually eliminated
<b>Poor</b>	The score refers to the Contractor's gross violations of the procedures for and instructions on dialogue with the client and on handling the interface, by gross mistakes in providing information to the client and by any errors arised in the dialogue that may entail the client's claims or have critical impact on other business units' processes The score is also given if there is absolutely no promotion or if objection handling is poor (the Contractor made use of one argument only, and the promotion was over. The Contractor voiced the unsuitable advantages to meet the client's objection)

## ANNEX № 2

### The Contractor's guarantees

I hereby represent and guarantee that:

1. I have read the offer published at webvork.com, agree with it and understand it.
2. I am not a tax resident of the United Kingdom of Great Britain and Northern Ireland.
3. I wish WebVork would process my personal data to enable me to provide information and reference services to WebVork.
4. I understand that the services are provided via Internet and I confirm availability of the equipment that allows taking steps in the System via Internet and I consider constant access to the Internet for myself affordable. I understand WebVork's written documents may be provided to me electronically, via the System my e-mail address or Internet messengers, and I consider this form of obtaining documents available to me.
5. I guarantee I have obtained all necessary permits and consents required to conclude the Agreement and the Agreement conclusion will not breach any obligations.