

**Terms of Engagement for Provision of Services
for providing access to the Europages resource
of Private Limited Company "Grand Gector OÜ"
("Terms of Engagement")**

01.11.2022

These Terms of Engagement constitute the terms of engagement of Private Limited Company "Grand Gector OÜ" (hereinafter – the "**Contractor**") for the provision of services for providing access to the Europages resource. These Terms of Engagement are included by reference into the contract for the provision of services.

By signing the contract for provision of services for providing access to the Europages resource (hereinafter – the "**Contract**") the Customer (as defined by the Contract) fully acknowledges and confirms its consent with these Terms of Engagement.

1. Services

1.1. The Contractor undertakes to provide services for providing the Customer with access to the Europages resource ("Europages" is an international electronic trading platform), hereinafter referred to as the "Database", in accordance with the access level chosen by the Customer. The list of the services, the procedure for the provision of services by the Contractor, the cost and the payment procedure of the services are specified in the Contract.

1.2. The Customer undertakes to accept the fulfillment of the services properly rendered and make payment in the manner and according to the terms provided for in the Contract.

1.3. For the provision of services by the Contractor under the Contract, the Customer provides the Contractor with the materials about the Customer's company necessary for the provision of the access to the Europages resource (hereinafter – the "**Materials**") according to the list to be provided by the Contractor.

1.4. The result of the services rendered under the Contract shall be the registration of the Customer with Europages, the Customer obtaining access to its own account - myEUROPAGES and the Contractor filling out the Customer's myEUROPAGES account with Materials provided in accordance with the request of the Contractor. The right to access the Database shall include the right of the Customer to use statistical and any other information contained in the Database for the needs of the Customer, as well as publication of Materials provided by the Customer, in the Customer's account.

1.5. The Customer shall be provided the access to the Database is for the period of 12 months starting from the date of publication of the Customer's account on Europages.

1.6. Within 3 (three) business days from the date of the publication of the Customer's account on Europages the Contractor shall provide the Customer with the Acceptance

Certificate for the Services Rendered (hereinafter the “**Acceptance Certificate**”) within 3 (three) business days from the date of provision of services.

The Customer shall sign the Acceptance Certificate within 3 (three) business days from the date of receipt of the Acceptance Certificate from the Contractor. If the Customer has any objections, the Customer shall send to the Contractor a reasoned refusal to sign the Acceptance Certificate within 3 (three) business days from the date of receipt of the Acceptance Certificate from the Contractor. In this case the Contractor shall, within a reasonable time, address the Customer's comments and (or) cure deficiencies. If the Acceptance Certificate within 3 (three) business days from the date of providing the Acceptance Certificate the latter is not signed by the Customer or the motivated refusal of acceptance is not received, the services under the Contract are considered to be provided by the Contractor and accepted by the Customer in full.

1.7. The Contractor states and guarantees that he has all legal grounds for granting the Customer the right to use the Database under the Contract. At the same time, the Contractor is not responsible for the quality of the Materials posted in the Database, as well as for their compliance with the applicable legislation and the conditions for providing access to the Database. Additionally, the Contractor does not give any assurances and guarantees regarding the volume and correctness of the Information contained in the Database.

1.8. The Customer confirms that he is familiar with the terms of service of Europages website, posting of the information in the Database and using the Database which are available online at: <https://www.europages.co.uk/help/terms-and-conditions/>, (hereinafter – the "Rules").

2. Rights and obligations of the Parties

2.1. The Customer has the right to:

2.1.1. Demand from the Contractor proper fulfillment of obligations in accordance with the Contract and applicable legislation, as well as to demand the timely elimination of the identified deficiencies.

2.1.2. Request information on the progress of the services provided. The Contractor shall provide response to this request within 2 (two) business days from the date of receipt of the request.

2.2. The Customer is obliged to:

2.2.1. Provide the Contractor with the Materials in accordance with Clause 1.3. of these Terms of Engagement.

2.2.2. Make payments under the Contract within the time frame established by the Contract.

2.2.3. Observe the Rules specified in clause 1.8. of these Terms of Engagement.

2.2.4. Fulfill other obligations stipulated by the applicable legislation and the Contract.

2.3. The Contractor has the right to:

2.3.1. Request the Customer to provide the Materials in accordance with Clause 1.3 of the present Contract.

2.3.2. Request timely payments for services in accordance with the Contract and Add No. 2.

2.4. The Contractor is obliged to:

2.4.1. Provide services in accordance with the Contract in a timely and acceptable manner.

2.4.2. Ensure the elimination of deficiencies identified during the acceptance of services at its own expense within a reasonable time period.

2.4.3. Fulfill other obligations stipulated by the applicable legislation and the Contract.

3. Force Majeure Circumstances

3.1. The Parties are exempt from liability for partial or complete failure to fulfill obligations under the Contract if such failure resulted from the occurrence of force majeure circumstances, confirmed in the manner prescribed by law, preventing the proper fulfillment of obligations under the Contract.

3.2. The Party for which the proper fulfillment of obligations was made impossible due to the occurrence of force majeure circumstances is obliged to notify the other Party about their occurrence, form and possible duration of force majeure circumstances in writing within 5 (five) calendar days from the date of occurrence of such circumstances.

3.3. If, in the opinion of the Parties, the provision of services can be reinstated in accordance with the procedure specified in the Contract, then the period for fulfilling the obligations under the Contract is extended in proportion to the time during which the force majeure circumstances and their consequences were in force.

4. Other Conditions

4.1. Each of the Parties guarantees that it has all the necessary powers, agreements, approvals and permits necessary for it to sign and execute the Contract (including in accordance with applicable law and the constituent documents of the Party), and also confirms that the person who signed the Contract, has all the necessary powers to sign it on behalf of the relevant Party.

4.2. The Parties undertake not to distribute to third parties any information related to business and commercial secrets, as well as other information with limited access in accordance with the legislation of the other Party and/or use them for purposes not related to the execution of this Contract.

4.3. The relations between the Parties out of or in connection with the Contract shall be governed by the laws of the jurisdiction of the Customer.