

# **Public offer on provision of consulting, development and information services**

## **1. GENERAL PROVISIONS**

P/E Sukhorukov Vasili Leonidi, hereafter referred to as the "Contractor", hereby invites an unlimited number of persons, generally referred to as "Customers", individually referred to as the "Customer", to conclude an agreement on provision of consulting and information services (hereafter referred to as the "Contract") on the conditions set forth in this Offer.

The offer is a public offer (hereafter the "Offer"), the Offer contains the essential terms of the agreement on provision of consulting and information services, defines the rights, duties and responsibilities of the Contractor and the Customer. Within the framework of the Offer, the Contractor and the Customer are referred collectively as the "Parties".

## **2. BASIC TERMS AND DEFINITIONS**

For the purposes of this Offer, the following terms are used in the following meanings:

**"Offer"** - the document, posted on the Internet at: [svmatrix.com/public-offer-am.pdf](http://svmatrix.com/public-offer-am.pdf). In accordance with these terms, the words Offer and Contract are equivalent.

**"Acceptance"** – a full and unconditional acceptance of the Offer by carrying out the actions specified in section 5 of the Offer.

**"Contractor's Website"** – a website located on the Internet in a free access to the address that has the domain name: [svmatrix.com](http://svmatrix.com)

**"Customer"** – any individual or legal entity that has full legal capacity and capacity to enter into this offer.

**"Contractor"** – P/E Sukhorukov Vasili Leonidi

**"Materials"** – any materials that the Contractor provides to the Customer in the provision of services, for example, presentations, links to articles, access to analytical reports, and more.

**"Development, consulting and information services"** – services rendered by the Contractor in electronic form through the information and telecommunication network, also through the information and telecommunication network "Internet", automatically using information technologies.

## **3. SUBJECT OF THE AGREEMENT**

3.1. The Provider shall render Services to the Client (here and after – the **"Development Services"**), and the Client shall accept such Development Services and pay for the Development Services rendered by the Provider in due course in accordance with terms and provisions of this Agreement.

3.2. The exhaustive list of Services is indicated in Annexes to this Agreement, which shall be considered as an essential part of this Agreement.

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

4.1. The Client shall:

4.1.1. Timely procure the Provider with any additional information (relevant data and/or specific documentation) or any other information necessary for proper rendering of Services by the Provider.

4.2. The Provider shall render services to the Client in accordance with Client's written directions and requests, acting in due course and in full compliance with terms and conditions of this Agreement.

4.3. The Provider may at its own discretion use third parties' services in order to perform any of its obligations under the Agreement. However, the Provider shall bear liability for the actions and omissions of such third parties as for its own actions or omissions.

## **5. REMUNERATION**

5.1. The Remuneration for the Services stipulated in Clause 1 of this Agreement is indicated in Annexes to the Agreement.

5.2. The date of payment of the reward is agreed by the Parties in the current Annexes to this Agreement.

5.3. All payments are made in the manner and by means agreed by the Parties in the current Annexes to this Agreement.

5.4. The Client shall additionally cover any expenses of the Provider directly associated with the Services, provided that such expenses have been specifically agreed between the Parties in Annexes to the Agreement or by email.

5.5. The payment shall be considered to be properly done upon actual receipt of the payment to the Provider's bank account.

## **6. LIABILITY OF THE PARTIES**

6.1. In case of any violations of terms and provisions of this Agreement the Parties shall be liable in accordance with the applicable legislation.

6.2. The Provider shall not be responsible for any indirect losses that the Client may incur as a result of using the results of the work (any directly or indirectly lost benefit, any damage caused to business reputation, etc.).

6.3. All related results of work may contain evaluative judgments and recommendations of the Provider if the Provider has sufficient information for this. The Client acknowledges and unconditionally accepts that the opinions and recommendations placed by the Provider are only informative and recommendatory in nature. The Provider does not bear any responsibility for the actions carried out by the Client on the basis of their personal subjective perception of the results of work.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1. Hereby the Provider irrevocably transfers to the Client all intellectual rights created by the Provider under this Agreement: texts, design, audio-visual works, and any other intellectual property associated with the Services under this Agreement and Annexes to it. When using such intellectual property, the Client may, at its own discretion, not indicate the name(s) of the author of such intellectual property.

7.2. The remuneration for transfer of indicated intellectual property is included in the Remuneration for the Services and comprises 1% of the Remuneration indicated in Annexes to this Agreement.

7.3. All the rights to the intellectual property indicated in Clause 6 of this Agreement shall be automatically transferred to the Client upon receipt by the Provider full payment for the Services.

## **8. FORCE MAJEURE**

8.1. Neither Party shall be liable for any failure to perform its obligations under this Agreement, other than obligations to make payment of money due, to the extent that such performance has been delayed, hindered, or prevented by any circumstances beyond the reasonable control of that Party (an "**Event of Force Majeure**") provided that such relief shall continue only for the duration of such Event of Force Majeure and the Party affected shall use its best efforts to remedy the failure as quickly as is reasonably possible upon termination of the Event of Force Majeure

## **9. CONFIDENTIALITY**

9.1. All information disclosed by either Party to the other in connection with the performance of this Agreement, except such information as may be generally available to the public shall be disclosed in confidence and each Party is obliged to keep any such information as it may acquire confidentially and not disclose it to any other person or otherwise improperly use it while this Agreement is in effect or after its termination except as required by law.

## **10. TERM AND TERMINATION OF THE AGREEMENT**

10.1. This Agreement is operative as from the day of its signing by both Parties and will be valid until obligations of the Parties performed in full.

10.2. The Party intending to unilaterally terminate the Agreement shall send the other Party written notice (or notice in the form of a scanned document by means of e-mail). This Agreement shall be deemed terminated from the date indicated in such notice but not earlier than 15 business days from the receipt thereof.

10.3. In the case where the Client does not comply with its payment obligations in due course under Annex to this Agreement and delayed the payment for more than 30 days, the Provider shall be entitled to cease rendering Services and terminate the Agreement giving to the Client a notice 3 days prior to the date of such termination.

10.4. Termination of the Agreement shall bring termination of all of its Annexes and any other additional parts, provided that termination of any additional part of the Agreement shall not invoke termination of this Agreement in its entirety.

## **11. ASSIGNMENT**

11.1. Neither Party may assign or transfer its rights and obligations hereunder.

## **12. ENTIRE AGREEMENT**

12.1. This Agreement supersedes all other prior agreements made between the parties with respect to the subject matter of this Agreement and contains the entire agreement between the parties.

## **13. APPLICABLE LAW AND JURISDICTION**

13.1. This Agreement shall be governed by and construed in accordance with the legislation of the Republic of Armenia.

## **14. OTHER**

14.1. In the event that due to some circumstances one of the provisions of this Agreement is found to be void, illegal, or unenforceable, the voidance, illegality, or unenforceability of the provision in question shall not in any way affect the validity, legality, and enforceability of the other provisions. In this situation, the Parties shall amend this Agreement in a diligent manner to preserve the meaning and intent of the stricken provision as much as is legally possible.

14.2. This Agreement cannot be amended by the Parties orally. Any amendments shall only come into effect if executed in writing and signed by both Parties.

14.3. Any notice, instruction, consent, or other correspondence sent in relation to this Agreement shall be considered to have been properly served if it has been delivered in person, by courier with confirmed receipt, or sent by fax, telex, or e-mail with electronic confirmation of receipt. The notice shall come into effect as soon as it is delivered personally or as soon as it is delivered to the address of the recipient in the event of delivery by courier, telex, fax, or e-mail.

14.4. This Agreement has been drafted in 2 (two) copies, one for each of the Parties, with both copies having equal legal power.

**IN CONFIRMATION OF WHICH**, the Parties signed this Agreement on the date specified on the first page of this Agreement

## **15. REQUISITES OF THE CONTRACTOR**

P/E Sukhorukov Vasili Leonidi

Register Number - 278.1225296

TIN - 23330699