

# **Public Offer Contract for the provision of information and consulting Services of Business Forums OOO**

## **General provisions**

This document is the official Public Offer of Business Forums OOO (hereinafter referred to as the "Contractor") and contains all the existing terms and conditions for the provision of information and consulting Services.

In accordance with clause 2 of Art. 437 of the Civil Code of the Russian Federation in case of accepting the terms and conditions set forth below and full payment for Services, a legal entity or an individual making the acceptance of this Offer becomes the Customer (in accordance with clause 3 of Art. 438 of the Civil Code: the Offer acceptance is equal to concluding the Contract under the conditions set forth in the Offer), and the Contractor and the Customer jointly become the parties to the Offer Contract.

In connection with the above mentioned, please, carefully read the text of this Offer Contract and if you do not agree with its terms and conditions, or with any clause, the Contractor offers you to refuse to conclude the Offer Contract and use the Contractor's Services.

### **1. Terms and definitions**

**Offer Contract** – a contract published on the Internet at <http://sbs.edu.ru/> concluded between the Customer and the Contractor for the provision of information and consulting Services, which is concluded through the Offer acceptance.

**Offer acceptance** – full and irrevocable acceptance of the Offer by performing all the actions specified in part 4 of this Offer. Offer acceptance implies the Offer Contract.

**Customer** – any individual or a legal person who has accepted the Offer, and thus becomes the Customer of the Contractor's Services under this Contract.

**<http://sbs.edu.ru/>** - website on the Internet, where the Offer Contract is published and located at: [http://sbs.edu.ru/oferta\\_bf](http://sbs.edu.ru/oferta_bf).

**Cost of Services** - determined by the Contractor and published at <http://sbs.edu.ru/>.

### **2. The subject of the Offer Contract**

- 2.1. The subject of the Offer Contract is to provide the Customer with Services for holding Events published on the Contractor's website in accordance with the terms and conditions of this Contract and the individual cost of Services, as well as availability and/or the Customer's compliance with the necessary criteria for receiving the Service.
- 2.2. The Public Offer Contract is an official document and is published on the website <http://sbs.edu.ru/>.
- 2.3. Conditions, venue, schedule, number and term of information consulting Services are published on the Contractor's website. The date and time of the Event can also be reported to the Customer by the Contractor's representatives, by sending a corresponding notification to the e-mail and/or SMS message to the Customer's contact phone number, while the Customer is obliged to verify independently and in advance the receiving of the Contractor's notification.
- 2.4. Conditions on the possibility of participation in the Event in the online broadcast format are specified in section \_\_\_\_\_ of the Contractor's website.
- 2.5. The Contractor provides the following Services under this Contract:
  - 1) Preparation of the Event program;
  - 2) Holding the Event;
  - 3) Consulting support;
  - 4) Full organizational support of the Event.

### **3. The Offer acceptance and conclusion of the Offer Contract**

- 3.1. The conclusion of this Contract by the Customer is carried out by the following actions:
  - 1) Apply for the Event on the website <http://sbs.edu.ru/> on the Event or Contract page.
  - 2) Payment for participation in the Event (by pressing the "pay" button, the Customer agrees with the terms of this Contract).
  - 3) The cost of participation in the Event is indicated on the Contractor's website, as well as information about the cost can be obtained by phone: 8 (495) 787-87-67.
- 3.2. This Contract is considered to be concluded and enters into force for the Parties from the date of the Customer's full 100% advance payment for Services. The date of payment is the date of debiting funds from

the Customer's settlement account to the Contractor's address, or depositing to the Contractor's cash desk, or the date of receipt of funds from partner banks by the Customer when using borrowed funds.

#### **4. Terms and procedure of Services**

- 4.1. Having being acquainted with the list of Services posted on the Contractor's website and selected the type of Service, the Customer must apply in the form posted on the website on the relevant Event Page. When making an Application, all reference information can be obtained by phone: 8 (495) 787-87-67. In this case, all telephone conversations of the Contractor's representative with the Customer can be recorded.
- 4.2. In order to apply, the Customer is obliged to provide the following data:
  - 1) Full name;
  - 2) Contact phone number;
  - 3) Contact e-mail.
- 4.3. The Contractor confirms the receipt of the Application, assigning a number to the Application and issues an invoice for payment (if the payment was not made by the Customer in ways that do not require invoicing).
- 4.4. The Customer pays for the Services under this Contract in the amount established by the Contractor.
- 4.5. Payment for the Contractor's Services is carried out in one of the following ways:
  - 1) by depositing cash in the Contractor's cashier, or transfer of funds to the Contractor's courier (if any);
  - 2) by paying with electronic money;
  - 3) by paying through payment terminals;
  - 4) by payment to the Contractor's account;
  - 5) in other ways, by prior agreement with the Contractor.

In case of payment by credit card, the Customer is recommended to use a Bankcard issued in the name of the Customer. In case of refund of the pre-paid funds, the refund is made on the same details from which the payment was received, and on the basis of a personal application of the person in whose name the Bankcard was issued. The payment is not accepted if the Customer finds violations of the payment terms established by this Contract and the legislation of the Russian Federation.

- 4.6. The Customer pays for the Contractor's Services, thereby giving acceptance confirmation of the terms of the Contractor's Offer.
- 4.7. By accepting the Offer terms, the Customer agrees, in accordance with the current legislation, to the processing (hereinafter the "PD processing") by the Contractor of the information provided and (or) its personal data. The personal data processing is performed using means of automation or without such means, including collection, recording, systematization, accumulation, storage, clarification (update, change), extraction, use, transfer (distribution, granting, access), depersonalization, blocking, deletion, destruction of personal data for the purpose of performance by the Contractor of its obligations taken under the terms of this Contract, other obligations stipulated in the Contract and also with the purpose of fulfilling the requirements of regulatory documents on combating legalization of funds obtained by criminal means and other regulatory acts. The term of using the personal data provided by the Customer is unlimited. The Customer also gives the Contractor his consent to the processing and use of the information provided by it and (or) its personal data for the purpose of implementation of the newsletter (about the Contractor's activities) and/or advertising mailing of the Contractor's and/or the Contractor's partner's Services at the contact phone number and/or contact e-mail address. Consent to receive the newsletter is considered to be provided indefinitely until the Contractor receives a written notice by e-mail \_\_\_\_\_ about refusal to receive mailings or change the selected options.
- 4.8. When paying for Services by a third party, in particular, a legal entity, it is necessary to apply directly to the Contractor, in order to conclude the relevant Contract or an Account-Contract in paper form.

#### **5. Cost of Services and payment procedure under the Offer Contract**

- 5.1. Payment for Services provided to the Customer is made on the basis of 100% pre-payment on the invoice issued by the Contractor.
- 5.2. Payment is made by the Customer by transferring funds to the Contractor's account, using the methods of payment specified on the Contractor's website <http://sbs.edu.ru/>.
- 5.3. The Customer independently monitors changing of the Contractor's details specified in this Contract and is responsible for the correctness of the payments made by it.

5.4. The cost of Services is published on the Contractor's website or provided by the Contractor by telephone. The Contractor's Services are exempt from VAT according to paragraph 2 article 346.11 Chapter 26.2 of the Tax Code.

## **6. The Contractor's rights and obligations**

6.1. The Contractor is obliged:

- 6.1.1. To ensure the provision of information and consulting Services under this Contract.
- 6.1.2. To provide the necessary information to Application execution for participation in the Event. The information is posted on the Contractor's website at the Event Page.
- 6.1.3. To provide consulting support regarding the Services provided, the order and rules of registration of the Application by phone or e-mail  
\_\_\_\_\_.
- 6.1.4. In case of changes in the Event's conditions (price, date, venue and other changes) to notify the Customer at least 2 (two) calendar days prior to the commencement of such changes.
- 6.1.5. To return the paid funds to the Customer in case of a full cancellation of the Event by the Contractor.
- 6.1.6. To maintain the confidentiality of Customer's information, except as provided by the current legislation of the Russian Federation.

6.2. The Contractor is entitled:

- 6.2.1. To change the cost of Services, date and time of the Event, as well as other conditions of the Event and the terms of this Contract. The Contractor shall notify the Customer of these changes by posting information on the Contractor's website in the section \_\_\_\_\_ at the address of the Event Page and at the same time the Customer is obliged to be acquainted with these changes. Notice of the Event's time and date changing can also be sent to the Customer no later than 2 (two) days before the start of the Event by directing a corresponding letter to the contact email or by a phone call to the contact phone number specified by the Customer. Notice of changes in other conditions is also posted on the website in the section \_\_\_\_\_ at the address of the Event Page.
- 6.2.2. To develop the Event program and to determine the number and composition of speakers and the Event venue.
- 6.2.3. To take photos and videos recording during the event and use the materials obtained during the photo and video recording at your its discretion. The Contractor shall have exclusive copyright, as well as the rights to the specified materials related to the copyright, the use of the materials obtained during photo and video recording is possible only with the written permission of the Contractor.
- 6.2.4. To refuse the Services provision to the Customer if the Customer violates the terms of payment or fails to provide the necessary documents.
- 6.2.5. Unilaterally terminate this Contract in case of failure by the Customer to fulfill its obligations provided in cl. 6.2 of this Offer.
- 6.2.6. To provide Services with the involvement of third-party specialists.
- 6.2.7. The Customer agrees that in case of violation by the Customer of clauses 7.1.5, 7.1.14, 7.1.15 of this Contract, the Contractor has the right not to give the Customer access to the Event and not to return the money paid for participation in the Event, as the actions of the Customer will be considered a unilateral waiver of its obligations.

## **7. The Customer's rights and obligations**

7.1. The Customer undertakes:

- 7.1.1. Independently and in a timely manner to get acquainted with the date, time, cost, terms and conditions of the Event, prior the Application submission, as well as with amendments to these conditions, with the current version of the Contract during every visit the Website. After the Offer acceptance.
- 7.1.2. When filling out an Application for the provision of Services, the Contractor shall fill in the required mandatory fields on the Application page indicating the selected Event and reliable information.
- 7.1.3. Timely, in accordance with the terms of this Offer, to pay for the Contractor's Services under the Offer Contract.

- 7.1.4. In case of transfer of the right to participate in the Event to a third party (if this right is presented in a particular Event), not later than 2 (two) working days before the Event, to notify the Contractor and to direct all the necessary data about the new Customer in writing. According to cl. 4.2 of this Contract. In case of transfer of the right to participate in the Event to a third party, such a party is also subject to the terms of this Contract.
- 7.1.5. To visit all days when the Event paid by the Customer is held, as well as to perform and submit to the Contractor a task for checking before the next day of the Event in case if the Event involves the need to perform such a task. In cases where it is provided by the Event conditions, the provision of the completed task is a prerequisite for the Customer's admission to participating in the next day of the Event.
- 7.1.6. If the conditions of a particular Event allow changing the place (city) where the Customer planned to attend the Event in person or change the format of participation from online to personal in another city or Moscow, the Customer must notify the Contractor of his intention to change the place and/or format. Notifications are sent to the address:  
105318, Moscow, Izmailovsky Val, 2 or by phone 8 (495) 787-87-67 at least 5 (five) working days before the first day of the Event in the appropriate place, when changing the place and format. The format change is made on all days of the Event and can not be replaced. This condition applies only to Customers who have fully paid for the Service in the amount of 100%. If the cost of Services after changing place and/or format of participation becomes higher than the amount paid by the Customer, this Service is provided after additional payment by the Customer of the required amount not later than 3 (three) days before the date of the Event.
- 7.1.7. If the Customer does not agree to make an additional payment under the terms of this clause, the Customer retains the right to receive Services in the amount of the previously paid Event (in the previously selected place where the Customer planned to visit the Event and in the previously selected format) or the Customer has the right to refuse to participate under the conditions specified in clause 7.1.10 of this Contract.
- 7.1.8. If it is impossible to provide the Service by the Contractor in the place and/or format after the Customer changes the place and/or format, the Customer has the right to demand the full refund of the money paid.
- 7.1.9. Immediately notify the Contractor in case of changing contact details in writing by e-mail.
- 7.1.10. To notify the Contractor of the refusal to participate in the Event by sending to the Contractor's address the properly formalized relevant application in writing. In all cases of refusal to participate in the Event, the Customer shall provide the Contractor with an application in writing. In the absence of such an application, the funds will not be returned by the Contractor.
- 7.1.11. If the Customer notifies the Contractor of his refusal to participate in the Event no later than 5 (five) working days before the Event, the Contractor shall return the funds in the amount of 100% of the amount paid by the Customer.
- 7.1.12. If the Customer notifies the Contractor of his refusal to participate in the Event within less than 5 (five) working days before the Event, the funds paid to the Customer will not be returned.
- 7.1.13. If the Event is held within a few days, the first day of the Event shall be deemed to be the beginning of the Event.
- 7.1.14. The Customer shall arrive at the event in advance. Otherwise, the Customer may not be allowed to participate in the Event until the next break, in accordance with the program of the Event. The paid money is not returned. To fulfill all conditions of participation in the Event specified in this Contract, announced by the speakers during the event and otherwise become known to the Customer. In case of violation of the conditions of participation in the Event, the Contractor is not responsible for the quality of Services.
- 7.1.15. To observe order and discipline during the Event. In case of violation of the terms of this clause, the Contractor reserves the right not to allow the Customer to participate in the Event or remove the Customer from the site where the Event is held.

## 7.2. The Customer is entitled:

- 7.2.1. To receive Services in accordance with the terms of this Offer.
- 7.2.2. To receive necessary and reliable information about the Contractor's work and the Services provided.

7.2.3. Once to postpone the participation in the Event, which is fully paid for on another nearest date of the identical Event, with notifying the Contractor no later than 5 (five) working days before the start date of the Event, participation in which is postponed or until the date of the first day, paid by the Customer of the Event. If the cost of the postponed Event increases, the Customer undertakes to make an appropriate surcharge not later than 3 (three) working days before the start of the postponed Event.

7.2.4. The customer has the right to direct to the Contractor his opinions, suggestions and recommendations for each type of Service under this Offer.

## **8. Responsibility of the parties**

- 8.1. In cases of non-performance or improper performance of their obligations under the Contract, the Parties shall be liable in accordance with the legislation of the Russian Federation, subject to the terms of the Contract.
- 8.2. The Contractor shall not be liable in case of improper provision of the Service, if the improper performance was the result of unreliability, insufficiency or delay of the information provided by the Customer, as well as due to other violations of the terms and conditions of this Contract by the Customer.
- 8.3. The Contractor shall not be liable for non-compliance of the provided Service with the Customer's expectations and/or for its subjective assessment. Such non-compliance with expectations and/or negative subjective assessment are not grounds to consider the Services rendered not qualitatively, or not in the agreed amount.
- 8.4. The Contractor shall not be liable for the inability to provide the Customer with the Services for any reasons beyond his control, including disruption of vehicles, diseases, departures, and other reasons. For the Services not fulfilled because of the Customer, the money paid is not refunded.
- 8.5. The Contractor shall not be liable for damage caused to the activities of the Customer or persons whom he represents, in case of improper performance of its obligations under this Contract, violation of the requirements of the Contractor's employees.
- 8.6. Paying for the Contractor's Services under the Offer Contract, the Customer agrees with the terms of this Contract and the fact that it is not entitled to demand any compensation from the Contractor for moral, material damage or harm caused to the Customer both during the term of this Contract and after its expiration, except as expressly provided by current legislation.
- 8.7. The Customer undertakes to provide reliable data when making an Application. The Contractor has the right to refuse to participate in the Event to a person not specified in the list of participants. The final list of participants is drawn up by the Contractor 2 (two) working days before the Event.
- 8.8. If the Customer, for reasons beyond the control of the Contractor, did not attend the Event and did not notify the Contractor of his desire to refuse to provide Services within the time specified in clause \_\_\_\_\_ of this Contract, or notified after the day of the Event, the Service is considered to be provided properly and funds paid to the Contractor are not refundable.
- 8.9. The Customer is responsible for damage to the equipment and property of the Contractor.
- 8.10. The aggregate liability of the Contractor under the Offer Contract, for any claim or action in respect of the Offer Contract or its execution, is limited to 100% (one hundred percent) of the amount of funds paid to the Contractor by the Customer under the Offer Contract.
- 8.11. Without entering into conflict with the above, the Contractor shall be released from any liability for violation of the terms and conditions of the Offer Contract, if such violation is caused by force majeure, including: actions of public authorities, fire, flood, earthquake, acts of God, lack of electricity, strikes, civil unrest, riots, any other circumstances, not limited to the above, which may affect the performance of the Offer Contract.
- 8.12. The Offer Contract, its conclusion and execution shall be regulated in accordance with the current legislation of the Russian Federation.
- 8.13. According to this Offer Contract, it is not allowed to use, distribute, copy and/or extract any materials or information (including text descriptions, photos, videos, etc.) posted on the Contractor's Website. Materials posted on the Website (productions of Directors, phonograms, databases, works of science, literature and art) are protected by the current legislation of the Russian Federation on copyright and related rights. In case of violation of the legislation in the above-mentioned area, liability is provided in the form of punishment by a fine of up to five hundred thousand rubles or in the amount of wages or other income convicted for a period of up to eighteen months, or correctional labor for a period of six months to one year, or restriction

of liberty for a period of up to two years, or forced labor for a period of up to two years, or imprisonment for the same period. All disputes under this Contract are regulated by the current legislation of the Russian Federation.

### **9. Intellectual property**

- 9.1. All informational materials provided by the Contractor to the Customer during the Event, as well as results, photos, and videos obtained by the Contractor during the Event, are the result of intellectual activity, the exclusive copyright, including the rights adjacent with the copyright, belongs to the Contractor.
- 9.2. Photo, audio and/or video recording of the Event is possible only with the permission of the Contractor. The use of the results of intellectual activity without the written consent of the Contractor is a violation of the exclusive right of the Contractor, which entails civil, administrative and other liability in accordance with the current legislation of the Russian Federation.
- 9.3. Also, the Customer has no right to copy audio and video materials of the Contractor's Events online broadcasting, in whole or in part, to record broadcasts of Events, as well as to record the content of such Events in whole or in part in any way and/or on any material carrier, as well as to use the content of these Events without the written consent of the Contractor, which will be considered a violation of the exclusive right of the Contractor and results civil, administrative and other liability in accordance with the current legislation of the Russian Federation.

### **10. Dispute settlement procedure**

- 10.1. In case of improper performance of the Contract by one of the Parties, which caused adverse consequences for the other Party, the liability shall be in accordance with the current legislation of the Russian Federation.
- 10.2. All disputes and disagreements are resolved through negotiations between the Parties. If disputes and disagreements cannot be settled through negotiations, they are referred to the Arbitration Court of Moscow.

### **11. Term, prolongation, amendment, termination of the Offer Contract**

- 11.1. The Contractor reserves the right to introduce amendments to the terms of the Offer. If the Contractor introduces amendments in the Offer, such amendments come into force from the moment of publication on the Contractor's website.
- 11.2. The Customer agrees and acknowledges that amendments in the Offer shall entail the introduction of these amendments in the Contract concluded and in force between the Customer and the Contractor, and these amendments to the Contract shall enter into force simultaneously with the entry into force of such amendments in the Offer.
- 11.3. The Customer has the right to unilaterally refuse the Contractor's Services at any time. In this case, the Customer is obliged to notify the Contractor 14 days prior to the date of termination of the Public Offer. In case of early termination of Services, in accordance with this Offer, the Customer shall be refunded less the amount of expenses for compensation of the Contractor's losses in the amount of a penalty of 50% of the cash balance in connection with the early termination of the Contract upon presentation of the relevant financial documents by the Customer. In case of violation of this Offer, the funds will not be returned. The refund period is up to 20 working days.

### **12. Confidentiality**

12.1 The Parties undertake, without mutual consent, not to transfer to third parties the organizational, technological, commercial, financial and other information constituting a commercial secret for any of the Parties, and not to use it in any other way not provided for by the terms of the Contract, provided that:

- such information has actual or potential commercial value due to its unknown to third parties;
- there is no free access to such information on legal grounds;
- the holder of such information takes appropriate measures to ensure its confidentiality.

12.2. The term of confidential information protection is established by the Parties at least one year from the date of the Offer Contract expiration.

### **13. Miscellaneous**

13.1. This Contract is valid until the Parties fulfill all their obligations. All annexes are an integral part to this Contract.

13.2. The Customer's Application form, which is filled out on the Contractor's website, is an integral part of this Contract.

13.3. By entering into this Agreement, the Customer agrees to use the Customer's image, included in the results of the intellectual activity. In case of Customer's disagreement to grant the rights to use his image, he shall notify the Contractor in writing by e-mail \_\_\_\_\_.

13.4. The Offer Contract is a complete agreement between the Contractor and the Customer. The Contractor shall not assume any terms and obligations with respect to the subject matter of the Offer, except as specified in the Offer, which governs the execution of the Offer Contract, except when such terms and conditions or obligations are recorded in writing and signed by authorized representatives of the Contractor and the Customer. If any of the terms of the Annexes or Additional Agreements to the Offer Contract contradict the terms of the Offer, the terms of the Offer will prevail.

13.5. The Customer signs the Offer Contract voluntary, and the Customer approve that it:

- has read the terms of the Offer;
- fully understands the subject of the Offer and the Offer Contract;
- fully understands the meaning and consequences of its actions in relation to the conclusion and execution of the Offer Contract.

13.6. The Customer has all the rights and powers necessary for the execution of the Offer Contract.

13.7. If any of the terms of the Offer is declared invalid or illegal, or can not enter into force in accordance with the current legislation of the Russian Federation, it is removed from the Offer and replaced by a new provision that best meets the original intentions contained in the Offer, while the remaining provisions of the Offer (the Offer Contract) are not changed and remain in force.

13.8. In all other respects that are not provided for in this Contract, the Parties will be guided by the current legislation of the Russian Federation.

The Customer confirms that all the terms of this Contract are clear to it, and accepts them unconditionally and in full.

### **13. Contractor's Details**

#### **Business Forums OOO**

INN (Taxpayer Identification Number) 7719439745, KPP (registration reason code) 771901001

Legal address: 105318, Moscow, Izmailovsky Val, 2, s/a

40702810938000102569 to Sberbank of Russia Moscow c/a

30101810400000000225 BIK 044525225