

# PUBLIC OFFER

Moscow

\_\_\_\_\_, 2017

The present offer is an official proposal (hereinafter referred to as the "Offer") by "MMG" LLC, represented by the Director General Shulkevich K.K. acting on the basis of the Charter (hereinafter referred to as the "Contractor") to enter into a service agreement (hereinafter referred to as the "Agreement") in the term specified therein (hereinafter – the "Services").

The offer is addressed to legal entities and individuals (hereinafter referred to as the "Customer").

When sending an answer, accepting and attaching the corresponding application, an addressee thereby accepts this Offer. Acceptance of the Offer shall irrevocably lead to concluding the Agreement on the terms and conditions set forth in this Offer. Full and unconditional Acceptance of this Offer is acceptance of its terms by 100% prepayment of the Contractor's Services.

After prepayment for the Services, the Customer gets access to the following services:

## 1. SUBJECT OF THE AGREEMENT

1.1. During the term of this Agreement, the **Contractor** undertakes to provide the **Customer** with information and consulting services in the amount specified in clause 1.2 hereunder according to the application, intended for the listeners indicated by the **Customer** (hereinafter referred to as the "Services"), and the **Customer** shall accept and pay for those services.

1.2. The services are rendered in the manner of providing the listener with access to the following online workshops through the Contractor's website:

"Change Management" - Ichak Adizes;

"A man and a woman" - John Gray;

"Achieving the maximum" - Brian Tracy;

"First class service" - John Tschohl;

"Kama Sutra for the speaker" - Radislav Gandapas;

"Time management: the method by Gleb Arkhangelsky" - Gleb Arkhangelsky.

1.3. The **Contractor**, as agreed with the **Customer**, may use the services of third parties to achieve the objectives hereof. At the same time, the **Contractor** shall be responsible for third parties as if he provided these Services himself.

1.4. Terms of the Services: October 27-28, 2017.

## 2. COST OF SERVICE

1. The cost of the Services under this Agreement is established in the price-list placed on the Contractor's website [www.sgf2017.com](http://www.sgf2017.com).

## 2. PAYMENT TERMS

3.1 The **Customer** shall transfer the full cost of the Services on the basis of an invoice in US dollars within 24 hours from the date of the application, in accordance with clause 4.2. hereof.

3.2 The date of payment for the Services for the purposes of this offer shall be the date of transfer of funds to the settlement account of the **Contractor**.

## 4 SERVICE QUALITY

4.1 The quality of the provision of the Services shall comply with the requirements normally imposed on similar Services.

4.2 The **Customer** is obliged to send to the Contractor an Application for participation in the workshop indicating the listener's name.

4.3 The **Customer** is obliged to notify the **Contractor** in advance in writing in 3 (three) business days, in case of replacement of the listener. In case of default, the **Contractor** shall follow the information available about the listener, and the **Customer** shall not be entitled to submit any claims related to the listener, who already passed the workshop, to the **Contractor**.

4.4 The **Customer** is obliged to notify the **Contractor** in writing about a refusal from the Services.

4.5. In the event of the **Customer's** refusal from the Services, in accordance with clause 4.4 of this Agreement, at least 5 (five) business days prior to the commencement of provision of the Services, the **Contractor** shall return the amount received in full within 5 (five) banking days from the receipt of the original notification-requirement from the **Customer**.

4.6. In the case of the impossibility to perform the Service due to the fault of the **Customer**, if the **Contractor** is notified in written form in less than 5 (five) business days prior to the commencement of the Services, the **Contractor** shall withhold the entire amount transferred by the **Customer** in accordance with clause 2.1 of this Agreement.

4.7. The **Customer** shall not copy or transfer the materials of the Workshops to third parties.

## **5 SERVICE TRANSFER AND ACCEPTANCE**

5.1. Acceptance of Services shall be made by the Parties by drawing up a Services Acceptance Certificate provided by the **Contractor** to the **Customer** after the provision of the Services.

5.2. The **Customer** is obliged to return to the **Contractor** a signed Services Acceptance Certificate or provide a written justified explanation of a decision to refuse to sign it within 5 (five) business days after receiving a Services Acceptance Certificate

5.3. If the Customer fails to return it within 5 (five) business days upon receipt or to provide a written reasoned refusal to accept the services rendered, the Services shall be deemed fully accepted by the **Customer**, hence stating that the **Customer** has no claims regarding the Services rendered by the **Contractor**.

## **6 LIABILITY OF THE PARTIES**

6.1. In the event of non-performance or improper performance of obligations hereunder, the Parties shall be liable in accordance with the current legislation of the Russian Federation.

6.2. This Agreement does not allow the use, distribution, copying and / or extraction of any materials or information (including descriptions, photos, videos, etc.). The materials (directors' productions, phonograms, databases, works of science, literature and art) are protected by the current legislation of the Russian Federation on copyright and related rights.

6.3. When accepting this offer, the **Customer** agrees to the processing by the **Contractor** of his personal data, solely to enable the **Contractor** to inform the **Customer** about his services, as well as to the transfer of such information to third parties, in cases established by regulatory documents of higher bodies and legislation.

## **7 DISPUTE SETTLEMENT**

7.1 All disputes and disagreements hereunder shall be resolved by the Parties through negotiations, and in case of failure to reach agreement on disputable issues, the Parties shall address to the Arbitration Court of Moscow, in accordance with the current legislation of the Russian Federation.

## **8 FORCE MAJEURE CIRCUMSTANCES**

8.1 The Parties shall not be liable for partial or complete non-fulfillment of obligations under this Agreement, if improper performance of obligations by the Parties is caused by force majeure circumstances, i.e. extraordinary and unavoidable circumstances that are not subject to reasonable control by the Parties. These include natural disasters (fire, floods, earthquakes, hurricanes), epidemics, military actions, emergency situations, strikes, changes in existing legislation, and any other circumstances beyond the reasonable control of the Parties that impede the fulfillment of their obligations hereunder.

8.2 A Party that is unable to fulfill its contractual obligations shall immediately inform the other Party about the beginning and termination of the above circumstances, but in any case, not later than 14 days after the commencement of their action. The untimely notification of the circumstances of force majeure deprives the relevant Party of the right to an exemption from contractual obligations due to the circumstances mentioned above. The notification of the occurrence and termination of force majeure circumstances shall be documented by the relevant state organizations.

8.3 In the event of force majeure circumstances, the fulfillment of obligations by the Parties shall be postponed proportionally to the duration of the specified circumstances.

## **9 TERM AND TERMINATION OF THE OFFER**

9.1. The offer shall come into force from the moment of posting on the web site and is valid until its withdrawal by the **Contractor**.

9.2. The **Contractor** reserves the right to amend the Offer conditions and / or withdraw the Offer at any time at its discretion. Information on the modification or withdrawal of the Offer shall be published on the web site. Any amendments to the Offer shall not apply to the Agreements concluded earlier.

9.3. In the event of the withdrawal of the Offer or the introduction of amendments to the Offer, the latter shall come into effect from the moment of the publication on the web site.

## **10 DURATION, TERMS OF AMENDMENT AND TERMINATION OF THE AGREEMENT**

10.1. The Agreement comes into force from the moment of acceptance of the Offer by the Customer and is valid until fulfillment of obligations by the Parties in full.

10.2. In the event that the Contractor withdraws from the Offer within the term of the Agreement, the Agreement is deemed to be in effect on the terms of the Offer in its latest version.

#### **11 BANK DETAILS OF THE CONTRACTOR**

“MMG” LLC

129090, Moscow, 9/14, Mestchanskaya str., bld. 1, 2<sup>nd</sup> floor, premises I, office 3

TIN 7743904190

RRC 770201001

Primary State Registration Number (OGRN) 1137746956203

s/a 40702840438000011285

Beneficiary bank

SBERBANK , MOSCOW, RUSSIA

Correspondent bank

Deutsche Bank Trust Company Americas, New York, USA

Acc. 04403077

SWIFT – BKTRUS3