

ENGLISH

Agency contract

(Referral program)

Yerevan city

Limited Liability Company "ECLIPS," hereinafter referred to as "Eclipse" or "Company," on the one hand, and any individual, legal entity, or individual entrepreneur, hereinafter referred to as "Partner" or "Agent," on the other hand, who is invited to enter into this agreement, collectively referred to as the "Parties," have entered into this agreement, hereinafter referred to as the "Agreement" or "Agency Agreement," as follows:

In accordance with clause 2 of Art. 453 of the Civil Code of the Republic of Armenia, this document constitutes a public offer. The agreement is concluded with the full consent of the Partner to this public offer, which contains all the essential terms of the agreement. This document has legal force in accordance with Art. 450 of the Civil Code of the Republic of Armenia and is equivalent to an agreement signed by the parties and is valid in electronic form.

This edition is valid from January 23, 2024.

Eclipse' or 'Company' refers to the limited liability company 'ECLIPS', registered at the following address: Republic of Armenia, Yerevan, Nork 2nd Street, 52 Taxpayer Identification Number: 00523082.

1. Terms and their definitions

'Service' pertains to the copyrighted result of intellectual property in the information technology field, known as 'Global Hub', encompassing a suite of software services (tools for organizing conference calls, messenger, task setting, etc.) accessible for download at <https://eclipse.club/>, <https://agent.eclipse.club/>, or <https://hub.eclipse.club/>.

'Portal' refers to <https://agent.eclipse.club/>.

'Referral' denotes a user registered on the Portal using the Partner's referral link.

‘Agent’ or ‘Partner’ signifies an individual, legal entity, or individual entrepreneur who has accepted the offer to enter into this agreement.

‘Client’ represents an individual or legal entity, irrespective of ownership form and organizational legal norms, including an individual entrepreneur who has acquired the right to utilize the Service, particularly by paying the subscription fee for the Service.

‘Referral link’ is a link provided to an Agent, intended for attracting new clients to the Company's Service on behalf of a specific Agent.

‘Account’ constitutes the personal section of the Service for the Agent.

‘Personal Account’ denotes the workspace of the Portal, designed for creating referral applications, establishing a register of paid Customer orders, as well as completing an electronic form by the Agent to finalize an agreement. Further details regarding the utilization of your Personal Account can be found on the Portal.

‘Remuneration Account’ refers to the account utilized by the Company to accrue Partner Remuneration, located within your personal account.

‘ID number’ is an identification number assigned to the Partner upon signing an agreement with Eclipse.

Should terms arise within the Agreement not defined in this section, their interpretation shall be conducted in accordance with the text of the Agreement, the legislation of the Republic of Armenia, explanations provided on the pages of the Service, as well as established definitions of such terms on the Internet

2. Subject of the agreement

This agreement entails the Company's instruction to, and the Agent's undertaking to perform, legal and other actions specified herein on behalf and at the expense of the Company. In return, the Company commits to remunerating the Agent as outlined in this agreement.

Rights and obligations arising from transactions executed by the Agent pursuant to this agreement directly emanate from the Company.

The Agent does not possess or provide access to the Service but solely acts as an intermediary between the Company, providing access to the Service, and the Clients.

All agreements, contracts, applications, and other transactions with Clients are directly concluded by the Company. The Agent does not execute any agreements nor accept funds from Clients for access to the Service.

By entering into this agreement, the Parties unconditionally accept the terms of use of the Portal, as published on the Internet at the following addresses:

https://eclipse.club/legal_information, https://agent.eclipse.club/legal_information.

Processing of personal data provided by the Client for the purpose of concluding and executing the Agency Agreement adheres to the terms outlined in the Eclipse Privacy Policy, available on the Internet at the following addresses:

https://eclipse.club/legal_information, https://agent.eclipse.club/legal_information.

Through the conclusion of this agreement, the Parties fully acknowledge and unconditionally agree to all its terms.

The Partner's implicit actions (including accepting the terms of this agreement online by consenting) in accordance with Articles 451 and 454 of the Civil Code of the Republic of Armenia constitute complete acceptance of the Agency Agreement, without any defects or limitations, and confirmation that the Agent has reviewed the current version of the Agency Agreement at the time of acceptance. Once the Agent performs the Conclusive Actions, this agreement is deemed concluded. Both Parties acknowledge the concluded Agency Agreement as being executed in writing.

Eclipse assesses the electronic application and verifies its compliance, ensuring the accuracy of the content.

Eclipse grants the Agent access to the Personal Account and assigns an ID number.

During the verification process, if it is discovered that the data provided by the Client/Agent is incomplete and/or unreliable, Eclipse reserves the right to deny access to the Personal Account.

Rights and obligations of the parties

The Agent has the right to:

- Utilize the referral link specified in the account to post on their own Internet resources and/or mailings, informing about the scope of the Company's activities for the purpose of advertising the Service;
- Use screenshots of the Service pages to inform the Client about the procedure for interacting with the Service;
- Receive remuneration from the Company in accordance with the terms of this Agreement;
- Receive necessary consulting support from the Company regarding the implementation of its obligations under this Agreement;
- Provide all necessary information, including addresses and contact details of the Company, as well as the conditions for providing access to the Service;

- Seek potential Clients for the sale of the Company's products, and undertake other actions aimed at encouraging potential Clients to cooperate with the Company, provided such actions do not contradict the terms of this agreement.

The Agent undertakes to:

- Act in good faith and solely in the interests of the Company, following the instructions of the Company, and in the absence of instructions, observing business customs and other usually imposed requirements;

- Conduct activities aimed at enhancing the Company's reputation;

- Contribute to increasing the level of trust among potential Clients, Agents, and other individuals in the Company and the Service;

- Immediately notify and provide all possible cooperation to protect the Company upon discovering situations or individuals violating the legal rights and interests of the Company, as well as engaging in activities aimed at undermining the Company's reputation;

- Diligently and conscientiously search for Clients;

- Maintain confidentiality regarding trade secrets contained in the data provided by the Company;

- Refrain from entering into similar agency agreements with other principals operating in the territory of the Republic of Armenia during the term of this Agreement;

- Abstain from engaging in activities within the territory of the Republic of Armenia during the term of this Agreement that are similar to or related to the Subject of the Agreement or the Service;

- Periodically review the published version of the agreement on the relevant website to ensure the possibility of exercising the rights provided for in paragraph 3.5.3 of this agreement.

The Agent is prohibited from:

- Using any form of spam as a means to attract Clients;
- Placing advertisements on websites containing information that violates human rights, promotes violence, racial discrimination, drugs, or any other materials contrary to the current legislation of the Republic of Armenia;
- Using the Company's trademarks, except as specified in clause 3.1.2 of this agreement;
- Performing actions on behalf of the Company that exceed the scope of this agreement and/or may negatively impact the Company's activities or level of trust.

The company undertakes to:

- Timely pay the Agent the remuneration specified in this Agreement;
- Provide necessary instructions to the Agent upon request to fulfill the obligations outlined in this Agreement.

The company has the right to:

- Monitor the Agent's activities regarding the fulfillment of their agency powers as provided for in this agreement;

- Provide the Agent with information support and other assistance in executing this Agreement;

- Unilaterally amend the terms of this Agreement. The Company's publication of a new version of the agreement or its amendments on the Portal or in the Partner's Personal Account will constitute a change to this agreement, with all clauses of the published version applicable. These changes take effect from the date of publication, unless otherwise specified. If the Agent disagrees with such changes, they must notify the Company within 30 calendar days of the publication date of the new version of the Agreement. Failure to notify will be considered acceptance of the changes to the Agreement.

The parties are subject to other rights and obligations as provided for in this Agreement.

Partner Remuneration (Agency Remuneration)

Accrual and payment of agency fees are conducted by Eclipse on a weekly basis, as per the terms outlined in this agreement. The basis for remuneration calculation is the Agent's activity in attracting new partners or Clients for the Company using the referral link provided to them. The amounts of the Agent's remuneration, based on their position, are publicly disclosed on the website <https://agent.eclipse.club/>. Remuneration is disbursed upon the Agent's request to the bank account specified by the Agent.

The Agent acknowledges and understands that the Company serves as its tax agent, and taxes will be withheld and remitted on the fees owed to them, in accordance with applicable law.

Remuneration is paid to the Agent under the following circumstances:

- Payment from the registration of a Client using the referral link is credited to the Company's account;

- The document flow procedure is followed: specifically, Eclipse receives reports, invoices, and closing documents from the Agent.

Additionally, if a Client requests a refund or initiates a “chargeback” operation on a paid invoice (in the case of card payment), the remuneration for that paid invoice is not disbursed to the Partner. If a Client demands a refund after the remuneration for the paid invoice has already been transferred to the Partner, the remuneration amount for that paid invoice shall be returned to Eclipse's settlement account, or (at Eclipse's discretion) deducted by Eclipse from the Affiliate's remuneration for subsequent Reporting Periods.

Responsibility of the parties

In case of non-fulfillment or improper fulfillment of obligations stipulated by this agreement, the Parties shall be liable in accordance with the current legislation of the Republic of Armenia and this agreement.

At the same time, the Company's liability to the Partner in the event of a claim for compensation of losses and/or payment of a penalty is limited to an amount of 50,000 (fifty thousand) Armenian drams.

The Company is not responsible for the Partner's actions related to the placement and/or distribution of a referral link.

The Company is not responsible for the actions of third parties aimed at violating information security or the normal functioning of the Service.

Eclipse is also not responsible for non-payment and/or late payment of the Agent's remuneration if the Agent fails to promptly notify Eclipse of changes in contact information and bank details. At the same time, until the Agent is notified of a change in the details, the remuneration paid by the Company to the Agent, according to the details available to the Company at the time of transfer of money, is considered proper fulfillment of the obligation.

Electronic Document Management and Remuneration Payments

The parties have agreed to utilize electronic document management. Henceforth, any documents can be electronically transmitted via telecommunication channels in the form of legally significant electronic documents, as well as using an electronic digital signature (EDS). The parties acknowledge that electronically signed documents or those signed using an electronic digital signature (EDS) serve as full equivalents of traditional paper documents. Documents transmitted in this manner do not require duplication in paper form.

All notifications and messages sent by the Parties to each other using the Personal Account are recognized as official correspondence under this Agreement.

Subject to the conditions specified in this chapter, files transmitted via email containing scanned pages of this agreement have the legal force of the original.

The date of transmission of the relevant message is considered to be the day the fax or email message was sent.

Responsibility for receiving messages and notifications in the above manner lies with the receiving Party. The party sending the message is not liable for the delay in delivery of the message if such delay was the result of a malfunction of communication systems, actions/inactions of providers, or other force majeure circumstances.

Each Party is responsible for ensuring the confidentiality of electronic signature keys.

Eclipse, within 7 (seven) business days from the date of receipt of the documents, signs the Report and pays remuneration for the corresponding Reporting period within 7 (seven) business days from the date the Parties signed the Report, or provides a revised version.

Release from Liability (Force Majeure)

Any party to this agreement shall be released from liability for its violation if such violation was the result of force majeure circumstances that arose after the conclusion of the agreement as a result of extraordinary events that the parties could neither foresee nor prevent by reasonable measures. Force majeure includes events beyond the control of the parties, such as earthquakes, floods, fires, hurricanes, as well as uprisings, civil unrest, strikes, military actions of any nature, and other circumstances that hinder the performance of this agreement.

If the circumstances specified in clause 7.1 of this agreement occur, each party must notify the other party in writing. The notice must contain information about the nature of the circumstances and an assessment of their impact on the party's ability to fulfill its obligations under this agreement.

If the circumstances listed in clause 7.1 of this agreement and their consequences persist for more than two months, the parties may conduct additional negotiations to identify acceptable alternative ways of executing this agreement, or one of the parties may unilaterally terminate this agreement by sending a notice to the other party to that effect.

Dispute Resolution

Disputes and disagreements that may arise during the execution of this agreement will, if possible, be resolved through negotiations between the parties.

The parties undertake to comply with the claims procedure for resolving disputes. A Party whose rights are violated by non-fulfillment or improper fulfillment of its obligations under the Agreement by the other Party has the right to file a claim against it. The claim must be accompanied by documents confirming the stated requirements. The response to the claim must be given within 30 (thirty) days from the date of its receipt.

Disputes and disagreements arising during the execution or arising from this agreement, which will not be resolved through the claim procedure, are subject to consideration in the state courts of the Republic of Armenia.

Duration, Modification, and Termination of the Contract

This Agreement becomes effective on the date of full payment and remains valid until the Parties fulfill their obligations completely.

The Agent also agrees to and accepts the terms of this offer by making a payment in the amount specified on the Portal or the websites: <https://eclipse.club/>, <https://hub.eclipse.club/>. The Agent guarantees that they entered into this agreement voluntarily, have read all its terms and conditions, and accepted them, possessing all the rights and powers necessary to enter into and execute this agreement.

The Agent acknowledges being aware of the Company's activities, legal aspects, and potential risks associated with this agreement.

This agreement is open-ended, allowing either party to terminate it at any time without notice or reason by expressing their intention in a notice sent by registered mail or email. Such notice must be sent 30 (thirty) calendar days before the termination date of the Agreement.

The Company reserves the right to suspend and/or unilaterally terminate this agreement, as well as disable the Partner's Personal Account in case of repeated violations by the Partner of the agreement terms. In such cases, the Agreement is considered terminated within the period specified in the notice from Eclipse.

Upon termination of this agreement, including early termination and/or unilateral refusal, the Parties are obligated to settle their accounts within 30 (thirty) calendar days from the termination date.

Other Conditions

In the event of concluding an agency agreement with an individual (agent, partner), this Agent, in accordance with the Law of the Republic of Armenia № ZR-49-N dated May 18, 2015 "On the Protection of Personal Data," consents to the Company processing their personal data in documentary and/or electronic form. This includes last name, first name, patronymic, registration address at the place of residence and/or address of actual residence of the subject of personal data, date of birth, and information about the main identity document. The Agent confirms the accuracy of the personal data provided. Any changes to personal data must be promptly notified to the Company in writing within two days. The Agent's consent to the processing of their personal data by the Company remains valid for the duration of this agreement.

The Parties acknowledge any information related to the execution of this Agreement as confidential and undertake to maintain its confidentiality, except where disclosure is necessary for the purposes of the Agreement or as required by law. This provision does not apply to publicly available information.

Assignment of rights or claims under this agreement is not permitted.

Any matters not addressed by this agreement are governed by the legislation of the Republic of Armenia.