

ASL

PUBLIC OFFER AGREEMENT

Limassol, Cyprus

This Agreement (this “Agreement”) is made by and between us (hereinafter “offeror”, “we”, “us”, “our” or “the Company”) and you (hereinafter “offeree”, “Contractor” or “You”).

Participation

In order to accept this offer and become a Contractor, You must set up (register) an account on our site. The account requires that you provide Your payment information, full name, your address, telephone number and other information that is requested for internal compliance purposes.

IF YOU DON'T FINISH THE REGISTRATION - IT MEANS THAT YOU REJECTED THE OFFER OR YOUR FAILURE TO ACCEPT THE OFFER.

1. Subject of the Agreement

The Company hereby engages You as an independent contractor to perform the services specified in the Addendum to this Agreement (hereinafter – Services). This Agreement shall not render You an employee, partner, agent of, or joint venturer with the Company for any purpose. You are and will remain an independent contractor in your relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the compensation hereunder.

2. Terms of the Agreement

The Company retains Independent Contractor for 12 (twelve) months since the date of signing hereof by both Parties(the “Term”).

3. Payments

In consideration for Services rendered the Company shall pay You at the rate defined in the Addendum to this Agreement. You shall invoice the Company on a monthly basis for services provided in the preceding month or bimonthly for the services provided in the preceding 2 weeks at the Company's decision. The Company shall pay fees set forth in each invoice within two weeks after the invoice is received and accepted by the Company. A payment can be done in another currency by using the ECB conversion rate, a day prior to the payment.

4. Responsibilities of the Parties. Rights and Obligations of the Parties

The Company will provide You with all the required information and access to Company’s databases and systems in order for You to perform the duties. You will only use an email address provided by the Company during the service. All the Services and responsibilities are defined in the Addendum to this Agreement.

All copyrights and related rights to the results of Services, patent rights, the trade secrets (know-how), and any other intellectual property rights to or connected with the results of Services shall be the sole and exclusive property / intellectual property of the Company regardless of whether such rights are recognized and protected under the laws of the country where such the results are used. You shall not, during or after expiry or termination of this Agreement, in any way whatsoever question, use the results of Services and/or transfer such rights to third parties, claim or dispute the rights held by the Company over the results of



Services.

5. Termination

Either party may terminate this Agreement and their relationship at any time and for any reason or for no reason with a written notification at least 14 (fourteen) days prior to termination, at which point the Your engagement with the Company shall terminate. Upon termination, You are liable and shall return to the Company all documents and property of the Company.

6. Confidentiality

We may disclose to You certain information, which we consider to be confidential (herein referred to as "Confidential Information"). The term "Confidential Information" shall include, but not be limited to, any modifications to the terms of this Agreement, business and financial information relating to the Company`s customer and vendor lists, relating to Company, pricing and sales information for Company and any executor other than You, activities, correspondence, phone talks and etc. Confidential Information shall also include any information that we designate as confidential during the term of this Agreement.

You agree not to disclose any Confidential Information and that such Confidential Information shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by You for Your own business purposes or for any other purpose.

7. Non-Disparagement

You agree that You will not engage in any conduct that is injurious to the reputation of the Company and/or its affiliates, officers and directors or making or causing to be made any statement that is critical of or otherwise maligns the business reputation of the Company and/or its affiliates, officers and directors.

8. Miscellaneous

This Agreement shall be governed by the laws of Cyprus without reference to the principles of conflicts of law. In any such suit, action or proceeding, each party waives, to the fullest extent it may effectively do so, personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail, addressed to such party at its address as set forth in the preamble hereinabove.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

We may modify any of the terms and conditions of this Agreement by sending a 30 day advance notice.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

All prior or contemporaneous agreements, contracts, promises, representations and statements, if any, among the parties hereto as to the subject matter hereof are merged into this Agreement.

9. Registered addresses and signatures of the Parties:

The Company:

Asteri Solutions Limited

Reg.No. HE 401640

Address: Ypatias, 1, 3105, Limassol, Cyprus

X 

Signed By IE Nikita Temnikov
Signed On: 18/03/2022

X *Nicos Hadjinicolaou*

Signed By Nicos Hadjinicolaou
Signed On: 18/03/2022

Signature Certificate

Document name: ASL

Unique Document ID: 63677F475CDBB6FBD61EE38C3A463E847B8BDEE8



IE Nikita Temnikov
Party ID: f224d5b5-9b47-4973-9f86-f40564bc2891
IP Address: 89.179.106.219
Security Level: E-mail

Digital Signature:

Multi-Factor
Digital Fingerprint
Checksum

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Nicos Hadjinicolaou
Party ID: dec4ff1e-7717-4ac4-a5bf-d8e2fd78c4ae
IP Address: 185.191.206.30
Security Level: E-mail

Digital Signature:

Multi-Factor
Digital Fingerprint
Checksum

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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