**Contract number \_\_\_\_**

**to provide services to find and attract customers**

**Ternopil** **"\_\_\_"\_\_\_\_\_\_\_\_\_\_\_ 201\_\_**

LIMITED LIABILITY COMPANY "Yaware" (hereinafter the "Company"), represented by Director Savchishin Ruslan Volodumurovuch, acting on the basis of the Charter, on the one hand, and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "Partner"), represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the other hand, hereinafter collectively referred as the "Parties" and each individually - "Party", concluded this Contract (the "Contract") as follows:

**TERMS USED IN CONTRACT:**

**"Company’s Services " -** Services provided by the Company with the help of software products in the form of online time tracking system, as well as any other products or services of the Company, which may be offered on the Company's website in the future . Company's services do not include the products and services of third parties that may be placed on the Company's website.

**"Software Products" -** software that is installed on the client's equipment, as well as an online service, located on the Company's website, through which the company provides its services.

**"Company Website" -** the website located on the Internet at: http://www.yaware.ru/, www.yaware.com.ua, www.yaware.com and contains information about the services, software products and the Company's conditions of their use.

**"Customer"**- a natural or legal person who plans to use software products of Company and / or registered on the Company's website and / or pay for services.

**"User’s** **Agreement" and "Privacy Policy" -** an agreement in the form of a public offer, signed between the Company and the Customer before Company’s Services use. Full and unconditional acceptance of the User’s Agreement and Privacy Policy is a requirement for Company’s Service use. Current version of the User’s Agreement is available on the company's website at http://\_\_\_\_\_\_\_\_\_\_\_\_. Current version of the Privacy Policy is available on the company's website at http://\_\_\_\_\_\_\_\_\_\_\_\_

**"Personal Account" -** feature in the Company's website allows Partners to receive personalized information provided by the Company. Such information may include contact details of involved Clients, state settlements, remuneration and other. Enter to Personal Account is accessible through the Internet at the address provided by Company: http://app.yaware.ru/partner/login administration authorization.

**"Account" -** software and hardware of the Company, which can be available through the Internet at http://app.yaware.ru/ # log-in after authorization, to give Client access to the Services of the Company.

**"The authorization data" -** username and password created during the registration of account and used to access it.

**"Referral Link" -** a combination of the Company’s website address and Partner’s unique identifier that allows the identification of Clients registered with it, as the Client attracted by Partner.

**"Promo Code" -** a unique combination of characters used to identify the Customer as a Client attracted by Partner. Promo code is the property of the Company for all duration of its use by anyone.

**"Promotional materials" -** tools and information materials used to draw attention to the object of advertising, to form and maintenance interest in it and its promotion on the market.

**"Banner"-** static or dynamic image (picture box) of certain size, format and technology of submission in electronic form that contains a link to the Company’s website.

**"Spam"-** a massive, non-personified delivery of commercial, political and other advertising information or other similar types of messages to persons who never requested to receive them.

**SUBJECT OF THE CONTRACT**

1.1. The Company charges, and the Partner undertakes the right to provide search services and attract new Clients interested in obtaining Company’s Services.

1.2. Rights provided by the Company to the Partner in accordance with this Contract, may be implemented by the Partner (OPTION number 1 - in the Kyiv region, Ukraine country. OPTION number 2 - no territorial restrictions.)

1.3. Partner undertakes on its own behalf to makes transactions and other necessary legal actions with third parties aimed to implement Company’s Services. For this purpose the Company provides the following non-exclusive rights to the Partner for the period of this Contract:

 - organize their own sales channels for Company’s Services and enter into appropriate contracts to provide Services on behalf of the Partner.

 - take to a personal checking account cash from Customers under Contracts concluded by Partner for their further transfer to the Company.

 - use Company’s Services independently the on the terms contemplated by this Contract;

 - provide presentations and demonstrations of Company’s capabilities to Clients;

 - use Promotional Materials only in amounts and for the purposes set forth herein.

1.4. Partner bears sole responsibility for all contracts between the Partners and Customers.

1.5. For the purpose of implementing of this Contract Partner is entitled to engage sub-affiliates and conclude sub - partnership agreements with them. Sub-affiliate Contract must contain the requirements set, similar to requirements and responsibilities of the Partner in this Contract. Partner shall be solely responsible to the Company for all actions committed by sub-affiliates.

**2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**2.1. Partner agrees to:**

2.1.1.Conclude service agreement with the Client on condition of full payment only.

2.1.2.Conclude service agreement with the Client at prices no lower than prices established in Annex 2 to this Contract. Exception is Promo Code - discount used by Client under Partners request.

2.1.3. Include a link to the current version of the User’s Agreement and Privacy Policy in all Contracts between the Partners and Customers.

2.1.4. Do not disclose to anyone any information about the Client, which can be accessed through the Personal Office.

2.1.5. Pass registration on the Company's website and create Partner’s Account on 3 days term after this Contract signing by the Parties.

2.1.6. Enter into a Contract with the Client on terms that are not inconsistent with this Contract and does not violate its terms, contain all the obligations of the Client. The Client requirements for the use of the Services and limitations of liability of the Company have to be under this Contract.

2.1.7. Implement payments under this Contract promptly and fully and transfer the Company's cash generated from the sale of the Partner to the Company.

2.1.8. Immediately inform the Company about cases of wrongful use of Company’s Services by anyone become known to the Partner.

2.1.9. Provide timely technical support to attracted Customers according to section 6 of this Contract.

2.1.10. Implement attraction of Customers to the Software and Company’s Services through:

* participation in conferences and seminars, presentations of reports, distribution of Promotional materials;

organize referral links and / or banners, provided by the Company, on sites that allow to place such links and banners ( Referral Link has a limited duration - 3 months. After that period it wil be deactivated);

* e-mail destinations, provided that it is not spam, a violation of applicable laws and / or this Agreement;
* other ways that do not violate applicable laws and this Contract.

**2.2. The Company undertakes to:**

2.2.1. Begin providing Services to Clients within 2 (two) working days from receipt of full payment for such Services to the Company's account.

2.2.2. Provide information to clients about % of Partner reward only by agreement.

2.2.3. Calculate and pay commission to a Partner in the order, in time and under the conditions defined by this Contract and its Annexes.

2.2.4. Upon request, provide Promo Code to Partner, allowing the Customer to obtain a discount on the cost of the Company’s Services in the amount not more than 10%. Resizing discounts provided to Customers in any way, including Promo Code does not apply to Services already paid by the Client.

2.2.5. Provide to Partner information about Services and Software products.

2.2.6. Provide to Partner Promotional materials available at *www.yaware.ru* with login and password use of Partner, and tools to identify the Customer, attracted by Partner, such as referral links and Promo code.

2.2.7. Partner considering applications concerning Customers who were involved without using the proposed tool. Client is reputed as attracted by Partner, if the Partner is able to prove that the Client is registered on the Company's website and pay for services on the recommendation of the Partner.

2.2.8. Partner can get free using of Company’s Services, for their own purposes, in amount of 5-licences per month, in case that the Partner attracts at least 2 new customers per month.

2.2.9. Under Company's discretion to compensate partially involvement of Partners in conferences and seminars. Written approval of the Company's participation in the activities is mandatory. Terms of payment is defined in Annex 3 to this Contract.

2.2.10. Provide to Partner remote access to information about Customers attracted by them, their numbers, as well as statistics related to their activity.

**3. PROMOTIONAL MATERIALS USE**

3.1. Partner agrees that he can use Promo materials only in the form that is provided by the Company and only for the purposes and with methods of identifying and resolving presented herein.

3.2. Partner acknowledges that the Company has and reserves the exclusive rights to the Promotional Materials;

3.3. Partner can’t delete or change the names of brands, patents or other intellectual property notices available in Promotional Materials;

3.4. Partner is forbidden to use Promo Materials, in form that can be interpreted as an expression of the Company's point of view in a manner that discredits or misleading someone, provokes slander or negative impact on the reputation of the Company;

3.5. Partner agrees not to publish information about discounts, promotions, special offers and other similar actions concerning Software products and Company’s Services, unless such information is provided directly by the Company to Partner Promotional materials and approved for use by the Partner;

3.6. Partner agrees not to copy and / or repeat the style of the Company's website, do not perform any actions that may create anyone’s impression that the site of a Partner is a Company's website.

3.7. The Parties agree that during the term of this Contract, they have a mutual right to use the logos of Companies-Parties, as well as Customers, attracted by the affiliates.Mutual use of logos to our Customers, Partners and Suppliers is opportunity to learn about our business relationship, emphasizing the desire of the Parties to improve business efficiency and commitment to the latest technologies.

3.8. All the information located on the Company's website is the property of the Company or other copyright owners and can’t be used by the Partner, for the purposes and in ways not specified in this Contract.

3.8. Partner is prohibited to make or attempt to carry out, both independently and through third parties, any action aimed to attract Customers through Spam.

3.9. For conferences and seminars outside the territory allocated to the Partner for activities under this Contract, Partner shall first coordinate with the Company.

**4. CALCULATION AND PAYMENT OF FEES**

4.1. Partner agrees to transfer all cash generated from the sale of Services to Client on Company’s account at three (3) business days term from Clients Contract signing.

4.2. Partner remuneration is calculated based on the results of each calendar month. Payment of remuneration is based on Annex 1 hereto and fixed monthly in Act of Acceptance of Service signed by the Parties (Annex 4 to the Contract).

4.3. Only remuneration from amounts actually received by the Company from the involved Clients of Partners shall be calculated and paid to the Partner, regardless of the total value of the Contract concluded with the Client.

4.4. The Company shall pay remuneration to the Partner within 7 working days from the date of Services Acceptance signing by the Parties.

4.5. All payments under this Contract shall be effected by transfer of non-cash to the account of the Company referred in this Contract or in the exposed side of the account.

4.6. Settlements under this Contract made ​​in the national currency of Ukraine (UAH).

4.7. All costs associated with the payment of fees, including a fee for the transfer of funds, carries Partner.

4.8. Partner’s Reimbursement for participation in thematic workshops/conferences regulated by Annex 3 to this Contract.

4.9. Partner remuneration shall be paid for any Customers who register an account upon termination of this Contract.

4.10. The Company does not reimburse to Partner or anyone any costs directly or indirectly related with implementation of this Contract except costs that were agreed with the Company in writing form preliminarily and in addition to this Contract.

4.11. In cases where the Partner is an employee of a Client or the purpose of entering into this Contract is creation of a fictitious partnership with the Company, payment of remuneration to Partner for this sale will be withhold. If remuneration has already been paid to the Partner, the Company has the right to withhold unilaterally the amount of the consideration paid from subsequent remuneration of Partner or expose an invoice for the same amount to the Partner, to return the Partners funds received as a result of breach of this Contract.

4.12. In case of violation Terms of Contract, the Company has the right to suspend the payment of remuneration to the Partner to eliminate them from the breach.

**5. ORDER OF ACCEPTANCE**

5.1. Partner undertakes to provide monthly to the Company signed in duplicate Act of Acceptance up to 5 of the month following the reporting periodtaken with regards of charges between the Partner and the Company, a model of Act of Acceptance is set out in Annex 4 to this Contract.

5.2. The Company have to sign and return one copy of the Act for Partner within three working days after receipt of the Act of Acceptance or to send a Partner reasoned refusal of signing with the shortcomings in the same period.

**6. PROCEDURE FOR TECHNICAL SUPPORT OF CUSTOMERS**

6.1. Partner provides 1st line of technical support, which includes consideration of appeals made by his Clients on phone and e-mail for assistance in registering an account, the software installation on the Client computer, about the system configuration.

6.2. The Company carries out 2 and 3rd line of technical support,which includes consideration of Customer requests by phone or e-mail andonline chat for the elimination of any malfunctions in software and Services of the Company.

 6.3. Response time of Company on request by the technical support is 24 hours on working days.Clients support is accepted by phone, email, online chat. Information about methods of treatment and support are posted on the website of the Company at http://www.yaware.ru/contacts.

6.4. Technical changes in Software products and Services are made ​​solely at the discretion of the Company.

**7. WARRANTY AND LIMITATION OF LIABILITY**

7.1. The Company ensures that it has all the necessary copyright and other rights to enter into this Contract or has obtained all necessary permissions from the copyright owner, and that the conclusion of this Contract will not infringe the rights of any third party.

7.2. The Company guarantees the correct tracking of received fees and accruals of Partner.

7.3. Partners ensures that Internet resources used by them to promote the Company's Services does not contain information and images of a pornographic nature, does not promote violence, racial, sexual, religious and other forms of inequality, or any other activity prohibited by applicable law,donot violate copyright law and other legislation of the country of the Company, Partners, Customers.

7.4. Partner ensures that before signing of Service Agreement with the Customer, Customer read User Agreement and Privacy Policy, adopted all the provisions contained therein and undertakes to comply with them.

7.5. Services and Software is provided "as it is". The Company is not responsible for any problems arising in the process of access, update, support and operation of the Services(including compatibility issues with other Software,discrepancy concerning customer expectations, etc.).The client should understand that he bears full independent responsibility for any negative consequences arising from the use of the Services and Software.

**8. FORCE MAJEURE**

8.1. Parties are not responsible for the complete or partial failure of obligations under this Contract in case of force majeure (force majeure).Force majeure insert any action, including, but not limited to armed insurrection, riots, war, strikes, fires, flood, earthquake or storm, acts and actions of government agencies that make it impossible to execute the Parties of their obligations.

8.2. The Party, that can’t fulfill obligation due to force majeure shall immediately notify theother side.

8.3. If the force majeure circumstances affect directly the fulfillment of the obligations withinthe time specified in this Contract, the terms of obligations occurs according to the time of the relevant circumstances.

**9. ADDITIONAL CONDITIONS**

9.1. This Contract shall take effect from the date of its signature and it’s valid for one (1) calendar year. This Contract shall be deemed extended by the Parties on the same time and under the same conditions if in thirty (30) days before the date of its expiry, neither Party declares its intention to terminate this Contract.

9.2. If one of the Parties violates the terms of this Contract, the other Party have the right to send a written claim to violator, containing elimination essence of violation.If the Party will not eliminate the claimed violations within 30 days from the date of the claim receiving, other Party has the right to terminate this Contract unilaterally by sending the corresponding letter of termination to violator.

9.3. In case of Contract termination, regardless of the reason of termination, the Company has right to defer settlement to the Partner rewards to 60 working days to determine the exact size of the final payment.

9.4. The Company has the right to unilaterally change the terms of our User Agreement, Privacy Policy and other documents governing the provision and use of the Services of Company. A detailed procedure for making such changes is subject of these document.

9.5. Partner shall not transfer all or part of their rights (obligations) under this Contract to anyone without the prior written consent of the Company.

9.6. Parties are obliged to inform each other about changes in their addresses, telephone numbers, email addresses, within three days from the date of such changes.

9.7. The Parties recognize the validity of the documents received by fax and e-mail prior to receipt of the originals of these documents.

9.8. The Parties recognize the facsimile reproduction of signatures of persons who are authorized to sign the Contract, by signing of the Contract properly with appendices, amendments and supplements thereto.

 9.9. Company and Partner agree to take all possible measures to protect confidential information,which is received as a result of co-operation,and to prevent confidential information from getting into the property of unauthorized persons.

9.10. Parties shall use their best efforts to solve all disputes which may arise between the Parties concerning this Contract or in connection with it, through negotiations.If agreement is not reached, the disputes between the Parties concerning this Contract or in connection with will be resolve in a court of Ternopil based on the current legislation of Ukraine.

9.11. The laws of Ukraine are applicable to this Contract.

**10. RECVISITS AND SIGNATURES**

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| --- | --- |
| **COMPANY**  | **PARTNER** |
| **Limited Liability Company "Yawarе"**  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_/** |