INSERTION ORDER

Date 6/18/2018

- **CONTACT INFORMATION**

	DISTRIBUTOR	**CLIENT**
Name		Maria Souner
Country		Cyprus
Registered Office		50 Un. Nations Rd, Thekla House, 4th Floor, 6042 Larnaca, Cyprus
Phone Number	N/A	
E-mail	advertiser@installcube.com	myprintscrensoftware@gmail.com
Tax ID		

- **BANK DETAILS**

Beneficiary	
Beneficiary's Address	
Account Number	
Beneficiary's Bank	
Bank Address	
Bank SWIFT Code	

- **ORDER DETAILS**

Order No.	Client's Software Name	Distributor's Software Name	Distribution Type	Country	Distribution Start Date	Distribution End Date
	MyPrintScreen Software	Distribution Software Installer	Loader			

- **PAYMENT DETAILS**

Order No.	Calculation Terms	Rate, usd	Budget	Payment Term
		AU CA US, bid 0.15-0.2		Prepay, webmoney

- **SIGNATURES**

By signing this Insertion Order, the Parties agree that it contains exhaustive information about the Client's Order for distributing Client's Software under the terms and conditions set forth

herein, and they acknowledge that they have read and fully accept the Software Distribution Terms and Conditions attached herein. The Parties also acknowledge that the persons signing below are duly authorized to sign this Agreement.

FOR DISTRIBUTOR	FOR CLIENT
	SCHMIDT TECHNOLOGIES LTD. (MyPrintScreen Software) Media Buyer Maria Souner
_____	*Мария* _____

SOFTWARE DISTRIBUTION TERMS AND CONDITIONS

These Software Distribution Terms and Conditions ("Terms and Conditions") are the terms and conditions of Services Agreement for Distributing Software owned by the person specified in the Insertion Order ("Client") on the one part, and Consortium Group Ltd., a company incorporated under the laws of the Commonwealth of Dominica ("Distributor"), on the other part, hereinafter collectively referred to as the Parties, and each separately – the Party.

These Terms and Conditions as well as Insertion Order constitute the Agreement ("Agreement") entered into by and between Client and Distributor, and completely describe agreements reached between the Parties.

• **DEFINITIONS**

In these Terms and Conditions, the following definitions shall apply:

• *Insertion Order* – a written contractual request signed by the Parties containing all essential terms of agreements reached between the Parties, in particular, but not limited to the following: Parties names, addresses and bank details, order details – term, price, placement, details of Client's Software, countries, and other special terms the Parties may deem essential for this Agreement.
• *SW* – software
• *Distributor's SW* – software for which the distribution right is held by Distributor and which shall be used by Distributor to distribute Client's SW under the terms of this Agreement.
• *Client's SW* – software for which the distribution right is held by Client and which shall be transferred to Distributor for distribution in accordance with the terms defined in this Agreement. Client's SW shall meet and comply with the requests and data inserted by the Parties in the IO.

• *Scumware* – software containing a virus or materials prohibited for distribution in the country of services hereunder specified in the IO.

• *Prohibited Material* – materials promoting illegal substances, activities or content, in particular, but not limited to the following: pornography content, racial, religious, interethnic or any otherwise objectionable content, content promoting conflicts, offensive content, materials which are owned by other persons and to distribution of which the Party has no permit, as well as any other materials that violate any applicable laws of any country.

• *Licence* – right to use intellectual property rights held by one Party transferred to the other Party for the purposes of this Agreement.

• *EULA* – End User License Agreement – Agreement with Distributor's SW and Client's SW End User to which End User must provide its assent as part of the relevant Party's SW installation.

• *End User* – a person who installed Distributor's and/or Client's SW on a certain device owned by such person.

• *Privacy Policy* – privacy policy provided by Distributor and Client that governs information of End User collected as a result of End User's installation of the relevant Software. Both Client and Distributor shall inform End User of the Privacy Policy with regard to the relevant Software owned.

• **SUBJECT MATTER**

• Subject to the terms and conditions of this Agreement, by distributing Distributor's SW Distributor hereby agrees to distribute Client's SW in the way specified in the IO.

• In order to perform this Agreement, Client hereby grants Distributor a limited, revocable, non-exclusive, non-transferable License to use Client's SW solely for the purposes of distribution of Client's SW determined under this Agreement.

• All and any other intellectual property rights in the Client's SW remain with the Client.

• During this Agreement, Distributor shall not grant Client a license to Distributor's SW, and all intellectual property rights in the Distributor's SW remain with the Distributor only.

• **DISTRIBUTION OF SOFTWARE**

• Distributor shall distribute Client's SW in accordance with parameters defined in the IO.

• Territory for distributing Client's SW shall be specified in the IO.

• Type of Client's SW, including type of Distributor's SW that is to be used for distribution of Client's SW, shall be specified in the IO.

• Each Party shall provide End User with EULA and Privacy Policy associated with the Party's Software. Neither Party shall be responsible for the other Party's failure to provide End User with EULA and/or Privacy Policy.

• Number of installations of Client's SW, which will influence the size of consideration for the Distributor's services, shall be calculated in accordance with the Distributor's and Client's records produced by their relevant reporting systems.

• The reporting system of the Party specified in the IO and its records shall be the exclusive tracking system and shall be deemed final. Such Party shall provide the other Party with weekly summary reports detailing the number of unique installations of Client's SW on End User's equipment.

• Distributor shall monthly invoice Client based on the above summary reports.

• The other Party shall have the right to keep records of the unique downloads of Client's SW through Distributor's SW. In case of any discrepancy between records obtained from the reporting system of the Party specified in the IO, the Parties may perform a comparative check, which results shall be the basis for the invoice. If the discrepancy cannot be resolved, reporting system of the Party specified in the IO shall prevail.

• When providing Distribution services, Distributor shall refrain from any fraudulent activities associated with distribution of Client's SW, namely: fictitious installations of Client's SW, installing Client's SW without End User's prior consent thereto, incentivizing any person to install Client's SW by payment, lottery, reward or any other similar incentives, incentivizing any person to make bigger number of downloads by reward, using scumware for distribution of Client's SW, using Mass Advertising (SPAM).

• **PAYMENT TERMS**

• Based on the summary reports of number of Client's SW installations, Distributor shall invoice the Client on a monthly basis on the fifth (5) day of a month following the end of the reporting month. Such invoices shall specify the sum due as well as effective bank details of Distributor.

• The invoice shall be deemed as delivered to Client if sent by Distributor by mail, e-mail or any other means agreed on by the Parties.

• Client shall clear the invoice delivered by Distributor within the term specified in the IO.

• Payment shall be made by bank transfer of the sum due to Distributor's bank account.

• Client's obligations in terms of payment shall be deemed as fulfilled at the moment of crediting funds to Distributor's bank account.

• Any costs, including bank fees for transfer of funds to Distributor's bank account, shall be covered by Client.

• The sum specified by Distributor for Client shall be inclusive of any applicable taxes payable by Client.

• Should the Client fail to meet its payment obligations within due time, Distributor shall have the right to suspend distribution of Client's SW until Client pays in full.

• Client shall have the right to refuse from paying the sum in the invoice if it proves that: Distributor invoiced Client for installation of the Software (1) in the number bigger than the one specified in the IO, (2) on the territory not specified in the IO, (3) made through deliberate fraudulent acts by Distributor, (4) by means of any other violation of this Agreement.

• **REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants that:

• It has the authority to enter into this Agreement and to guarantee its performance.

• It is duly organized and in good standing under the laws of its state of organization.

• The performance of its obligations in this Agreement will neither conflict with interests of third parties nor violate applicable laws of either Party's state of organization.

• It is the exclusive owner of all rights, including intellectual property rights, in its Software.

• Its Software does not violate any law of either Party's state of organization, is not scumware, does not contain prohibited materials.

• Its Software operates with no defects or faults during all term of use by End User.
• when installing the Party's SW, the Party will provide End User with EULA and Privacy Policy.
• EULA and Privacy Policy associated with each Party's SW meet and comply with the laws of the countries where such SW is distributed. Discrepancies between EULA and/or Privacy Policy for the Software of one Party will not mean responsibility for the other Party.
• The Party will provide End User with support with using its Software.
• Installation of the Party's SW will not harm the Software of End User, not delete the other Software, not limit its functions.
• End User's installation of the Party's SW should not automaticaly provide installation of another Party's or third person's SW without End User's prior agree for such installation. List of such Party's SW should be agreed by both Parties in Exhibit thereto.

• **LIABILITY**
• In case of violations of this Agreement – failure to perform or improper performance, the Parties shall be liable before each other for any damages of any kind whatsoever.
• Except for cases when provisions of this Agreement have been violated through deliberate acts of one of the Parties, neither Party shall be liable for any damages, or costs derived therefrom, incurred by the other Party or third party as a result of failure to perform or improper performance by such other Party of its obligations under this or any other Agreement.
• Each Party shall defend and hold the other Party harmless from and against any and all losses, damages, claims, penalties and expenses, including reasonable attorneys' fees, incurred by such Party in connection with actions or inactions of the first Party that resulted in violating this Agreement or applicable law of the relevant state.
• Each Party shall be liable to the End User for meeting and compliance with EULA and Privacy Policy, use of personal data of End Users, as well as for normal operation and technical support of its Software. Distributor shall not be held liable for the above violations related to work of the Client's SW, and in the case of any complaints made to the Distributor in relation to such violations, Client agrees to indemnify the Distributor against any costs, damages, claims or penalties associated therewith.

• **FORCE MAJEURE**
• Neither Party shall be liable to the other for any default or delay in the performance of its obligations hereunder or any other violation of this Agreement resulting from force majeure circumstances: fire, act of God, war, riot, governmental action, earthquake or any other cause beyond the Party's reasonable control.
• Failure to perform or improper performance by a third party of its duties before the Party to this Agreement, which led to breach of the Party's obligations hereunder, shall not be deemed force majeure and shall not relieve such Party from its liability.
• In case the Party suffers force majeure due to which it can not properly fulfil its obligations, such Party shall notify the other Party within three (3) days at the latest from the date of commencement of such circumstances and give as confirmation the act of the competent authority of the state in which such circumstances have arisen, if such act is reasonable. Failure to comply with this requirement shall deprive the Party of the right to refer to force majeure.

- **CONFIDENTIALITY**
- During the term of this Agreement and within five (5) years thereafter, each Party agrees that it will not disclose to any third party or make public information regarding existence or content of this Agreement, information acknowledged by Parties as confidential.
- The Parties have agreed that confidential information is information transferred by one Party to the other for the purposes of this Agreement and could have commercial value, bring benefit to one of the Parties or any third party, could be used for commercial purposes by one Party or third party in the prejudice of the other Party hereto, distribution of which may cause direct or indirect damage, including lost benefit, for one of the Parties, as well as any other information the Parties ought to consider confidential.
- Confidential information includes, but is not limited to, information about: technologies of either Party, customers, corporate structure, capital structure, business projects, financial reports, advertising and marketing plans and projects, etc.
- The Parties have agreed that confidential information shall not include any information (1) generally available or known to the public; (2) the disclosing Party has got permit for disclosure; (3) independently obtained by the disclosing Party; (4) obtained by the disclosing Party from a third party who is not under confidentiality obligations; (5) which was known to the disclosing Party prior to taking confidentiality obligations.
- Disclosure of information by the Party at the legal request of the relevant authorities of either Party's state of organisation or country of this Agreement shall not be the breach of confidentiality obligations hereunder.
- The Parties also agreed that during the term of this Agreement and for a period of one (1) year after termination of this Agreement, neither Party shall not solicit for employment or any other cooperation with any of the employees of the other Party, except that when contact with the Party is initiated by such employee in response to an advertisement published by the Party in a newspaper, magazine, trade publication or other publication or by electronic means, such as posting on the Internet, on job search website or another way which is available to the general public. Breach of this Section makesanother Party entitled to injunctive relief (including temporary and preliminary relief) and liquidated damages of two (2) times the employee's total salary for a period of one year.

- **TERM AND TERMINATION**
- This Agreement shall commence upon the execution of the IO and shall be in effect until the Parties' fulfilment of all their obligations hereunder or until terminated.
- This Agreement may be terminated upon the Parties' mutual consent by means of signing of the relevant Agreement, or unilaterally by any Party by sending a written notification to the other Party thirty (30) calendar days prior to such termination at the latest.
- Termination of this Agreement shall not release any Party from fulfilling its obligations as well as from responsibility which had occurred before such termination of this Agreement.
- After expiration of this Agreement the Parties agree to return to each other any information, copies and samples of each other's Software, as well as Software of third parties obtained for the purpose of performing and controlling performance of this Agreement, and make all settlements.

- **GOVERNING LAW AND ARBITRATION**

• The Parties have agreed that this Agreement shall be construed, controlled and governed by the laws of Ukraine.

• Should any relation between the Parties remains ungoverned by this Agreement, the Parties have agreed to apply to it the laws above.

• Any dispute, controversy or claim arising under this Agreement or in connection therewith, including regarding interpretation, performance, breach, termination or invalidity thereof, shall be settled by the International Commercial Arbitration Court at the Chamber of Commerce and Industry of Ukraine in accordance with its Rules.

• The arbitral tribunal shall consist of 3 (three) judges, the city for considering a case – Kiev, Ukraine, the venue of consideration shall be agreed on by the Parties separately, language of arbitrage – English.

• **MISCELLANEOUS**

• These Terms and Conditions, together with the IO, fully completed and signed by both Parties, constitute the entire Agreement, and are the final expression of agreements reached between the Parties. All and any oral or written communications, discussions, negotiations shall lose force since the moment this Agreement enters into force.

• Amendments in the Agreement – Terms and Conditions and IO – may be made solely upon the Parties mutual consent by signing the relevant written agreement.

• The Parties acknowledge that they enter into this Agreement as independent contractors and that there is no relationship of corporate subordination or other ties between them, they are not members of a partnership or any other association or relationship except as contractors to this Agreement. This Agreement does not give rise to any relationship between the Parties other than independent contractor relationship.

• Should any provision of this Agreement be due to any reason held invalid, this shall not make the other provisions of this Agreement or the Agreement in general invalid, and the Agreement shall be considered as never containing such invalid provision.