

# Agency Agreement (Public Offer)

LUMINIUM GROUP LTD (Company Number 15025093), hereinafter referred to as "Agent", concludes an agency agreement on the terms contained in this Public Offer with individuals, hereinafter referred to as "Users".

## 1. Basic concept

1.1. Agent - workstant.com service, is a party to this Agreement and provides services to User in the manner and on the terms of this Agreement.

1.2. Acceptance of the Offer - full and unconditional acceptance of this Offer by User in the order provided by paragraph. 2.2. of this Offer.

1.3. Reserved amount - an amount of money corresponding to the amount paid by the Payer to the Agent as a security payment for the subsequent transfer of the specified amount of money (including proportionally reduced) to the User for services provided to the Payer in accordance with the User Agreement.

1.4. "Personal profile" - is a personal section of the User on the Website, which is associated with an individual Account, where Services provided on the Website are available.

1.5. User - a party to this Agreement (Customer and Contractor under the User Agreement) who buys or sells services through the workstant.com Website.

1.6. Public Offer (Agency Agreement) - this document posted at: <https://workstant.com/public-offer/>

1.7. Website - the website located in the Internet at: <https://workstant.com>

1.8. Services - functionality, services, tools available on the Site.

1.9. Payer - a person who purchases services from the User on the Agent's Website (Customer under the User Agreement).

## 2. Subject of the contract

2.1. The Agent undertakes, on its own behalf and at the User's expense, to accept funds from Payers for the User's services and transfer them to the User, and the User undertakes to pay the Agent remuneration in the amount and in the manner set out in this Agreement. The Agent is the User's agent only in terms of accepting from the Payer and transferring the Reserved Amount to the User or returning the Reserved Amount to the Payer in cases, in the manner and on the terms provided by this Public Offer.

2.2. User accepts this Offer when registering on the site (automatically) and confirms acceptance of all clauses when using the workstant.com website in the future.

2.3. If the User does not agree with any provision of the Agreement and/or its appendix, the User must immediately stop using the Agent's services.

## 3. Rights and obligations of the parties

3.1. The Agent undertakes:

3.1.1. Organize interaction between Users and Payers in accordance with the User Agreement for the purpose of buying, selling, and ordering the execution of services.

3.1.2. Ensure that the workstant.com website is technically sound and complies with this agreement.

3.1.3. Receive funds from Payers for Users' services.

3.1.4. Keep records of money owed to Users.

3.1.5. To carry out the transfer of funds accepted from the Payers in the order established by Section 5 of this Agreement.

3.1.6. Provide the User with the Agent's reports according to clause 4.2. of this Agreement.

3.1.7. Maintain the confidentiality of personal data of Users and Payers.

3.2. The Agent is obliged to perform the actions stipulated in paragraph. 2.1. of the Public offer in a proper and timely manner.

3.3. The Agent may deviate from the User's instructions if, under the circumstances of the case, it is necessary in the interests of the User and the Agent could not request the User in advance or has not received an answer to its request within 3 working days after sending it.

3.4. The user is obligated to:

3.4.1. To pay the Agent remuneration in full and in a timely manner in the amount and manner prescribed by this Public offer.

3.4.2. Provide the Agent with all necessary information to perform obligations under this Agreement.

3.4.3. Provide the Agent with reliable information.

3.5. The Agent has the right to involve other persons, subagents, for reception of payments of individuals (Payers) for the purpose of execution of orders of the User under this Agreement. The subagent has the right to carry out reception of payments or on behalf of itself, or on behalf of the Agent. The Agent shall remain liable for the subagent's actions to the User. 3.6.

3.6. User has the right to:

3.6.1. Control the Agent's actions under this Agreement through myAlpari.

3.6.2. Receive Agent's reports on the execution of User's Orders. 3.7.

3.7. The Agent accepts payments from Payers provided that:

3.7.1. When making a payment, the Payer provides information that allows to uniquely identify the Payer.

3.7.2. The Payment is made in United Kingdom currency.

3.8. The reserved amount is received by the Agent solely to guarantee and ensure the transfer of payment for the User's work (including commensurately reduced) in the cases stipulated in the User Agreement.

3.9. The Agent may not use the Reserved Amount for any purposes other than those provided for in the User Agreement and the Public Offer, except as expressly required by applicable law, of which the Agent shall notify the User and Payer by email to the addresses indicated in myAlpari.

3.10. After payment of the Reserved Amount, the funds are reserved on the Agent's account until they are paid to the User or returned to the Payer.

## 4. Agent's remuneration and Agent's report

4.1. The User (Provider, Seller of services and/or goods) shall pay the Agent remuneration for ensuring safe transaction and execution of the order in the amount of 20% of the transaction amount with the Payer (Buyer of goods and/or services).

4.2. The Agent provides the User with the Agent's financial report. The report is posted in the Personal Office of the User on the page "Balance" (available only to registered Users).

4.3. The report is not provided if the Agent has not paid money to the User.

4.4. The User shall read the report within three (3) working days from the date of its appearance in myAlpari and, if there are objections, notify the Agent of them in writing within the period specified above. Otherwise, the report shall be deemed accepted and

the Agent's services shall be deemed rendered in full. After the expiration of the three-day period, claims for the reporting period shall not be accepted.

## 5. Settlement procedure

5.1. The Agent shall transfer all funds, except as provided in paragraphs 5.3, 5.11 of the Public Offer, received by the Agent for the execution of orders under this Agreement, made in the interests of the User, to the User's account.

5.2. The transfer of funds to the User is processed on the third working day after receipt of the request for withdrawal by Users.

5.3. The transfer of funds to the User is made within seven days after the work is deemed accepted in accordance with paragraph 2 of section "Rights and obligations of the Customer" of the User Agreement.

5.4. When withdrawing the money from the User (Seller of services and/or goods) the payment system's commission shall be withheld. The commission depends on the method of withdrawal of funds and is calculated individually on the selected method of withdrawal.

5.5. The User cannot claim to receive funds from the Agent, if the User has not fulfilled its obligations to the Payer by fulfilling the work or not in accordance with the task and the "Arbitrage" made a decision to return the funds to the Payer.

5.6. Funds received from the Payers, minus Agent's fee, are available for transfer to the User.

5.7. The User is solely responsible to pay taxes in accordance with the tax laws of the country of residence.

5.8. The User is not entitled to specify details of a third party to transfer funds due to the User by the Agent.

5.9. The Agent transfers funds only to the User's (payment recipient's) ruble accounts.

5.10. The date of performance of the Agent's obligation to transfer funds shall be the date the funds are debited from the Agent's current account.

5.11. The User undertakes to reimburse the Agent for amounts recovered from the Agent by payment systems (credit institutions) for violation of applicable laws, rules of international payment systems, committing fraudulent or illegal actions by the User. The Agent has the right to deduct these amounts from the amounts due to the User. If the funds received from the Payers are not enough to deduct the specified amounts, the User shall reimburse them within 5 (five) business days from the date of the Invoice. The Invoice for payment shall be issued through myAlpari.

5.12. If the recipient of the payment is a non-resident of the Russian Federation, the Agent reserves the right to withhold additional commissions/fees.

5.13. If the User has indicated incorrect account details in myAlpari or has indicated a non-existent account, or due to similar or other reasons, objectively beyond the Agent's control, it has become impossible to transfer the Reserved Amount (including a proportionally reduced amount), the Agent shall notify the User via the secure pages of the Website within three business days of the first attempt to transfer the Reserved Amount (including a proportionally reduced amount).

In this case, the User undertakes to provide the Agent with correct information on which it is possible to transfer the Reserved Amount (including the proportionally reduced one) within 3 working days.

5.14. If within the term specified in clause 5.10 of the Public offer, correct information, which can be used to transfer the Reserved sum (including proportionally reduced), has not been submitted to the Agent by the User, the Agent has the right to return the Reserved sum to the Payer. In this case, the Agent sends the available information about the User to the Payer, who has the right to demand the Transfer of the Reserved Amount (including the proportionally reduced amount), and the Agent's obligations under the User Agreement and this Public offer shall be considered to be duly and fully fulfilled.

5.15. In case of refund to the Payer, the Agent's commission is not imposed on the refunded amount, i.e. the amount is returned in full.

## 6. Liability of the parties

6.1. The parties shall be liable for failure to perform or improper performance of obligations under this Agreement, as provided by applicable law.

6.2. The Agent is not responsible to the Payer for actions (inaction) of the User.

## 7. Force major

7.1. The parties shall be exempted from liability for partial or full failure to perform their obligations under this Contract if such failure is a consequence of force majeure circumstances that occurred after the conclusion of the Contract as a result of extraordinary events, which the parties could neither foresee nor prevent by reasonable measures. Such extraordinary events include: war and hostilities, insurrection, epidemics, earthquakes, floods, acts of authorities directly affecting the subject matter of this Agreement, and other events that the competent state authority recognizes and declares to be cases of insuperable force.

## 8. Dispute Resolution

8.1. The parties shall attempt to resolve all disputes and disagreements that may arise from this Agreement by negotiation. If these disputes cannot be resolved by negotiation, they shall be submitted for resolution to the court at the location of the Agent.

8.2. The Parties undertake to observe the pre-trial procedure before applying to the court. The term of the answer to the received pre-trial claim is 30 (thirty) calendar days. The pre-trial claim must be sent in writing to the address of the location of the Agent.

## 9. Closing Provisions

9.1. This Agreement shall enter into force upon acceptance of this Public offer by the User and shall remain in force until terminated in the manner prescribed in this Agreement.

9.2. The Agent shall be entitled at any time to change this Agreement and all annexes thereto (in whole or in part) unilaterally, without prior approval by the User. All changes come into force on the next calendar day after posting on the Website.

9.3. The User undertakes to independently follow the changes of this Agreement and its annexes by means of periodic familiarization with the actual edition, at least once a month. The User is solely responsible for any consequences arising from the fact that he has not familiarized himself with the current edition of this Agreement and its annexes.

9.4. The Agent may at any time unilaterally withdraw from this Agreement (in whole or in part) by notifying the User via myAlpari, by email or otherwise, at least 20 days prior to the date of termination. In this case, the Agreement shall be deemed terminated from the date specified in such notice.

9.5. The Agent has the right to withdraw the offer. In case of revocation of this Agreement by the Agent during the term of its validity, this Agreement shall be considered to be terminated from the date of revocation. The withdrawal shall be carried out by posting relevant information on the Website.

9.6. Termination of the Contract is possible after the repayment of all debts incurred prior to the date of termination.