

Sabiedrība ar ierobežotu atbildību «Perfluence (SIA «Perfluence»), hereinafter - "the Customer" offers to any interested person, hereinafter - the "Author" or the "Contractor" (hereinafter individually referred to as a "Party", and collectively the "Parties"), subject to the fulfillment of the requirements for the conclusion of this author's order agreement (hereinafter referred to as the Agreement), conclude an Agreement on an exclusive basis in order to create a result of intellectual activity in accordance with the Application - object of exclusive copyright arising in full from the date of the conclusion of the Agreement and / or the creation of this result of intellectual activity by the Contractor directly from SIA "Perfluence". The result of intellectual activity created by the Contractor under the terms of the Agreement (hereinafter referred to as the Work) is transferred to the Customer in a manner determined by him - on a tangible medium, in electronic form or in another form, including by providing a link to an electronic document or an Internet resource where the Parties agreed placement of this subject of exclusive copyright. The useful life of the Work on the Internet resource is set at 10 months.

For the creation of the Work by the Contractor, the exclusive rights to which, by virtue of the Agreement, arise from the moment of creation directly with the Customer, the Customer after the Contractor has registered in the **Personal Account** the transfer to the Customer in full of the exclusive rights to the Work pays the Contractor a one-time monetary remuneration on the terms of the Agreement.

SIA "Perfluence" is a legal entity registered in accordance with the established procedure in the territory of the Republic of Latvia.

The contract contains all the essential conditions provided for contracts of this type. Acceptance of the terms of the Agreement is carried out by the Contractor in electronic form through registration in accordance with clause 3.1.

- The Agreement is a standard form of the SIA "Perfluence" Agreement approved by the authorized person of the Customer in accordance with the current legislation of the Republic of Latvia.
- SIA "Perfluence", in order to familiarize the Contractor with the provisions of the Agreement, places its text on its Internet resources in the form of an Offer.

1. Terms and definitions

1.1. **ID number** - a unique number of the Contractor, which is assigned to the Contractor's Personal Account (account) in the System and on Internet sites, access to which is carried out via internal accounts through the System, subject to the mandatory requirements for concluding the Agreement.

1.2. **Brand** - an object of the Client's intellectual property in the form of a trademark or logo.

1.3. **Application** - an electronic form of a document available in the Contractor's Personal Account, which reflects the essential conditions of the task for the Contractor to create a Work - the result of intellectual activity.

1.4. **Contractor** - any interested capable person (legal or natural) who has accepted this Offer subject to the fulfillment of the requirements for its conclusion, including an individual whose creative work created the Work.

1.5. **Client** - a legal entity or an individual entrepreneur who is the copyright holder of the Brand, which is used or can be used by the Contractor under the terms of the Agreement during the creation of the Work at the request of the Customer.

1.6. **Personal Account** - the System section on the perfluence.io website or on connected resources, containing detailed information about the volume of ordered services to the Contractor and information about the services of the Internet site.

1.7. **Registration** - filling in the necessary credentials (the processing of which is allowed to the Customer by the Contractor) in the registration form in the Perfluence System. As a result of registration, a personal account of the Contractor (Personal Account) is automatically created to access and use the services of the Perfluence System.

1.8. **System Perfluence** (hereinafter referred to as the "System") is a system for automated management of Advertising campaigns on the Internet, which is software, the rights to which belong to SIA "Perfluence".

1.9. **Perfluence Support Service** - Service of the System that supports the operation of the System.

1.10. **Report** - an electronic document in the prescribed form, confirming the creation of the Work by the Contractor under the terms of the Agreement on the order of the Customer, available in the Contractor's Personal Account and filled in by the Contractor upon completion of the Application within the terms specified in the Agreement.

1.11. **The results of the task** or the Task Result is a Work posted on the Internet resources agreed by the Parties, which is the result of the intellectual creative activity of the Contractor, possessing originality, uniqueness and novelty (copyright object), the exclusive rights to which, from the moment of its creation, arise under the terms of the Agreement in full directly with the Customer and are valid for the duration of the copyright.

1.12. **Customer's partner** is a legal entity or individual entrepreneur who has or has had a contractual relationship with the Customer during the last 12 (twelve) calendar months.

1.13. **Blocklist** - a register of Performers who have committed a repeated violation or a single gross violation of the terms of the Offer.

1.14. **Personal blog** - a personal blog of the Contractor on the Internet in the form of an online magazine or an Internet diary with periodically updated content.

1.15. **Offer** - the Customer's proposal addressed to the potential Contractor and containing all the essential terms of the Agreement to conclude the Agreement on the terms specified in the offer.

2. Subject of the Contract.

2.1 The Contractor undertakes to create for the Customer on the terms of the Agreement a result of intellectual activity - an object of copyright (Work), transfer exclusive rights to it to the Customer in full and place the Work on the Internet resources agreed by the Parties. The conditions for the creation of the Work, its placement on the Internet and payment by the Customer for the works and services of the Contractor are determined in accordance with the Application in the Personal Account.

2.2. The requirements for the Product, as well as the deadline for fulfilling the conditions specified in the Application, the cost of remuneration and other conditions are agreed by the Parties in the Contractor's Personal Account, access to which, after assigning an ID number through Registration, the Customer provides the Contractor.

2.3. For the creation, exercise and protection of exclusive rights to the Work, state registration of the Result of the task is not required, or compliance with any other formalities.

2.4. Unless otherwise agreed in the personal account of the Contractor, the exclusive rights to the Work in full are transferred to the Customer for the copyright term established by law.

3. Offer Acceptance

3.1. The Offer is accepted by the Contractor performing the following action aimed at concluding the Agreement: Performing the Registration procedure in the Perfluence System or using the System on the terms of the Agreement, if registration was carried out by the Contractor earlier.

3.2. After acceptance of the Offer, the Contractor is obliged to provide the documents established by the "List of Documents".

3.3. The Contractor, accepting the Offer, agrees that he is familiar with the terms of the Agreement, understands the content of all provisions of this Agreement concerning his rights, obligations, responsibility, consequences of violations of the provisions and the content of all prohibitions and restrictions, and also understands the meaning of all documents published on the Customer's resource.

3.4. The Contractor who has passed the Registration procedure confirms that he is familiar with the terms of the Offer and accepts them in full.

3.5. The Customer at any time unilaterally has the right to amend this version of the Offer by publishing a notice of this and the text of the new Offer on the Customer's Internet resources. All changes come into force and become binding on the Parties after 7 (seven) calendar days from the date of their publication. The Contractor independently monitors changes to the Offer. In case of disagreement with the changes, the Contractor has the right to refuse to execute by sending a notification about this 7 calendar days before the date of refusal and immediately stop using the System.

4. Rights and obligations of the Customer

4.1. The Customer has the right:

4.1.1. Suspend the Contractor's access to the System due to technical or other significant reasons for the period of elimination of such reasons;

4.1.2. Request at any time from the Contractor information about the progress of the creation of the Work;

4.1.3. Use the Work at its own discretion for any purpose without specifying the name of Contractor, including anonymously;

4.1.4. On the terms of the Agreement, own, use and dispose of the Product in any way that does not contradict with the law;

4.1.5. Establish mandatory requirements for the Work, including an indication of the purpose for which the Work is used;

4.1.6. At any time before the transfer of exclusive rights to the Work, refuse the Application for the Work;

- 4.1.7. Withdraw from the Agreement and / or suspend the Agreement in case of violation by the Contractor of clauses 5.1 and 5.2. Agreement;
- 4.1.8. Collect, record, systematize, accumulate, store, clarify (update, change), extract, use, transfer (distribute, provide access), depersonalize, block, delete, destroy the Contractor's personal data;

4.2. The Customer is obliged:

- 4.2.1. Provide the Contractor with full access to the System after performing the actions specified in clause 3.1 of the Agreement;
- 4.2.2. Observe the terms of confidentiality of the information received and the terms of the Agreement, as well as be responsible for the disclosure of confidential information;
- 4.2.3. Block access to the Contractor's Personal Account in case of violation of the terms of the Agreement and additional conditions published on the Customer's Internet resources;
- 4.2.4. Timely accept the exclusive right to the Contractor's Work that meets all the requirements;
- 4.2.5. Make payment of the Contractor's remuneration.
- 4.2.6. Place an Application in the Contractor's Personal Account if the Contractor has exercised his right in accordance with clause 5.3.7 of the Agreement, which is confirmed by the conclusion of the Agreement, agreement and / or acceptance of the offer between the Customer and the third party involved by the Contractor.

5. The Rights, obligations and guarantees of the Contractor

5.1. The Contractor undertakes:

- 5.1.1. Personally and in a timely manner to provide the Customer with the exclusive rights to the Work in full in accordance with the requirements set forth in the Application.
- 5.1.2. In the event that a Work is created in co-authorship and before the Customer is granted exclusive rights to the Work, the Contractor must inform other co-authors about the terms of the Application and obtain the consent of all co-authors to grant the Customer exclusive rights under the terms of the Agreement.
- 5.1.3. At the request of the Customer, inform him about the progress of the creation of the Work.
- 5.1.4. To independently monitor all changes in the Offer, as well as the legislation of the Republic of Latvia regarding the execution of the Agreement.
- 5.1.5. Provide the Customer within 2 (two) working days upon the request of the latter with documents confirming the residence of the Contractor, as well as other documents and information according to the List of Documents.
- 5.1.6. Do not transfer the login and password from your account to third parties. All actions performed on behalf of and / or under the Contractor's account are considered by the Customer as actions performed by the Contractor.
- 5.1.7. Strictly follow the requirements contained in the Application when creating a Work and transferring exclusive rights to its use to the Customer.
- 5.1.8. Not to violate the rights and legitimate interests of the Customer and third parties when creating the Work, transferring exclusive rights to its use to the Customer and when placing the Work on the Internet resources agreed by the Parties.
- 5.1.9. Comply with all the requirements of tax and financial legislation established in the country of its tax residence, including promptly notifying the relevant services, declaring the income, and paying penalties, taxes, fines and other payments, as established by the personal law of the Contractor.
- 5.1.10 Inform third parties (in case of their requests with similar offers) about the exclusive status of the contractual relationship with the Customer and forward the third party to the Customer to conclude a contract.

5.2. The Contractor guarantees that:

- 5.2.1. Exclusive rights to the Task Result, transferred to the Customer in pursuance of the Agreement, are not limited in civil circulation, are not encumbered by the rights of third parties, are lawfully at the disposal of the Contractor;
- 5.2.2. The Task Result created by the Contractor fully complies with the legislation of the Republic of Latvia, does not violate the rights and legitimate interests of third parties, including the copyright holders of trademarks and other means of individualization;
- 5.2.3. In the event that images of people, including those who have died, are used in the Task Result, the Contractor guarantees the Customer that they have received the consent of the persons depicted in the Task Result (their legal representatives: parent, guardian, trustee or heir) to include such persons in any form for the purpose of making public and further commercial use of such a Task Outcome;
- 5.2.4. The Contractor guarantees that the Task Result has a creative character, originality, originality and novelty;
- 5.2.5. At the time of acceptance of the Offer, the Contractor is legally capable and / or has the necessary consent of third parties to conclude and execute the Agreement;
- 5.2.6. The result of the task created by the Contractor:

- 5.2.6.1. Does not encourage the commission of illegal actions;
- 5.2.6.2. Does not call for violence and cruelty;
- 5.2.6.3. Does not form a negative attitude towards third parties or does not condemn such persons;
- 5.2.6.4. Does not contain pornographic information;
- 5.2.6.5. Does not defame the honor, dignity or business reputation of third parties;
- 5.2.6.6. Does not contain swear words, obscene and offensive images, comparisons and expressions, including in relation to gender, orientation, race, nationality, profession, social category, age, language of a person and citizen, official state symbols (flags, emblems, hymns), religious symbols, objects of cultural heritage (monuments of history and culture) of peoples of different countries, as well as objects of cultural heritage included in the World Heritage List, etc.
- 5.2.7. Possesses sufficient knowledge, competence, skills and professionalism for the proper performance of obligations under the Agreement;
- 5.2.8. Complies with applicable administrative, civil, tax, criminal and other laws of the country of which he is a resident.

5.3. The Contractor has the right to:

- 5.3.1. Publish the Task Result only in the manner and on the resources agreed with the Customer;
- 5.3.2. Check with the Customer the requirements for the Task Result;
- 5.3.3. Use the System to receive an Application for the creation of a Work.
- 5.3.4. Use the Task Result of the Customer to compile a collection as agreed with the Customer;
- 5.3.5. Choose the subject of the collection;
- 5.3.6. At its discretion, carry out the selection, design, grouping of the Task Results on a certain topic after agreement with the Customer.
- 5.3.7. Search for and involve third parties to conclude contractual relations with the Customer and receive the priority right to receive Applications if they are placed with the Contractor.
- 5.3.8. Unsubscribe from mailing and / or push-notifications of an informational nature.

6. Procedure for the transfer of exclusive rights to the Work

- 6.1. Within the specified time period for the transfer of the exclusive rights to the Work to the Customer, the Contractor is obliged to add the Work, the exclusive right to which is transferred to the Customer, to the Personal Account, as well as to the Personal blog on the Internet, which he indicated in the System for the purpose of checking it for compliance with the requirements, if the work is "approved".
- 6.2. The Perfluence Support Service checks the Work, which results in one of the following decisions:
 - "Changes needed"
 - "Approved"
 - "Rejected".
- 6.3. The "Corrections Needed" status is assigned to the Work if the Work in part does not meet the requirements for the Work. In this case, the Contractor within 1 (one) business day is obliged to correct that part of the Work that does not meet the requirements, and add the Work with edits to the Personal Account, as well as to the Personal Blog on the Internet, which he indicated in the System when The work will be "approved". After that, the Customer re-checks the Result of the task for compliance with the requirements, as a result of which, the Product is assigned the status "Approved" or "Rejected".
- 6.4. The "Approved" status is assigned if the Work meets the requirements set by the Customer.
- 6.5. The "Rejected" status is assigned if the Work does not meet the requirements set forth in the Application. The parties agree that the Work with the "Rejected" status will not be used and published on resources on the Internet. The Customer has the right to apply the responsibility specified in clause 8.5 of this Offer in case of violation by the Contractor of the terms of this clause.
- 6.6. From the date of approval of the Work by the Customer, the exclusive rights to the Work belong to the Customer in full. At the same time, the Contractor is obliged to transfer to the Customer a copy of the Work in the format established by the Customer and on an agreed medium, as well as place the Work on the Internet resources on the terms of the assignment reflected in the Application. The date of transfer to the Customer of a copy of the Work is considered by the Parties as the date of fulfillment of obligations to grant the Customer exclusive rights to the Work in full, except for the cases specified in clause 6.7 of the Offer.
- 6.7. Claims regarding the content, placement, performance, use of the Work may be submitted by the Customer to the Contractor within a period not exceeding 30 (thirty) calendar days from the date:
 - transfer to the Customer of exclusive rights to the Work under the terms of the Agreement;
 - presentation of third-party claims to the Customer regarding the use of rights to the Work.

7. Payment procedure

7.1. The Contractor's remuneration includes all costs associated with the creation of the Work and the transfer of exclusive rights to the Work to the Customer.

7.2. The procedure for the formation and calculation, as well as the payment of remuneration to the Contractor for Applications, is determined in the Personal Account.

7.3. The parties agreed that 100% of the remuneration amount is paid after the approval of the Task Result within 30 (thirty) calendar days from the date of submission of the Report to the Customer. A different payment procedure can be specified in the Application.

7.4. The deadline for submitting the Report is 5 (five) business days from the date of approval of the Task Result of the Customer. The report is filled in according to the form established in the Contractor's Personal Account.

7.5. In the event that, on the date the Customer has obligations to pay remuneration to the Contractor, the Contractor has been imposed with penalties and / or the Contractor has other debts for obligations to the Customer, the Customer shall pay the Contractor a fee minus the amount of such a penalty and / or other debt on obligations Contractor to the Customer.

7.6. All payments are made by the Customer according to the details that were received from the Contractor in the Personal Account of the System. Responsibility for payment for irrelevant details rests with the Contractor.

8. Responsibility of the Parties

8.1. The parties are responsible for non-fulfillment or improper fulfillment of their obligations in accordance with the legislation of the Republic of Latvia.

8.2. The Contractor is not responsible for the untimely fulfillment of the obligations undertaken to create the Result of the task within a reasonable time, but the Customer, in case of delay in granting the exclusive rights to the Work by the Contractor, has the right to refuse to accept the Contractor's Work without appropriate payment.

8.3. For improper fulfillment of the obligations assumed by the Contractor, as a result of which the Customer is or will be brought to legal responsibility, the Contractor is obliged to reimburse all amounts of fines that were collected and withheld from the Customer in connection with such violations of the Contractor, including legal and judicial costs.

8.4. For repeated violation by the Contractor of the current legislation of the Republic of Latvia and the terms of this Offer, the Customer has the right to cancel the Agreement and add the Contractor to the "Block List".

8.5. In addition to the payment of the amounts specified in clause 8.3. Of the Offer, for violation by the Contractor of clauses 5.1.1 - 5.1.10, 5.2, 6.5 and 11.2 of the Offer, the Customer has the right to collect a penalty in the amount of 5,000 (five thousand) euros, and for violation by the Contractor of clause 11.3. Offer - in the amount of 15,000 (fifteen thousand) euros in accordance with the claim sent to the Contractor's e-mail, or by posting it in the Contractor's personal account, and also has the right to add the Contractor to the "Block List".

8.6. The basis for prosecution is the violation indicated in the written and / or electronic claim. The claim is considered accepted by the Party after 12 (twelve) hours from the moment of its receipt in the Personal Account of the System.

8.7. In case of revealing violations provided for in this section, the Customer has the right to refuse to accept the Task Result and demand from the Contractor to compensate, in addition to paying the penalties specified in this section, the costs incurred by the Customer in connection with the presentation of the last claims by third parties.

8.8. In the event that the Customer presents claims and / or claims related to the use of the rights to the Work, the Contractor undertakes to independently enter into the process as a defendant.

9. Information interaction and electronic document management

9.1. By default, the parties agreed on electronic document management (hereinafter - EDM) for working with documents under the Agreement. EDF is possible both with the use of a simple electronic signature by the Parties, and with the use of a qualified electronic signature.

10. Intellectual property

10.1. The Contractor guarantees that when creating and using the Work, he lawfully used the protected results of intellectual activity and means of individualization (hereinafter referred to as RIA), included in one way or another in the composition of the Task Result.

10.2. In case of violation by the Contractor of the rights to RIA of the Customer and third parties, the Contractor is obliged to reimburse all losses of the Customer incurred in connection with such a violation, but not less than 5 (five) thousand euros for each violation by the Contractor of the rights to RIA of the Customer and third parties, if In this case, the Customer has the right:

- to refuse to accept the Result of the task and to demand from the Contractor compensation for expenses incurred in connection with the presentation of claims by third parties;
- to suspend payments of remuneration to the Contractor until such violation is eliminated by him.

11. Other conditions.

11.1. The Agreement comes into force from the date of the actions specified in clause 3.1 of the Offer, and is valid for 1 (one) year. The extension of the term of the Agreement is carried out automatically for each subsequent year. The number of renewals is not limited.

11.2. In the event that the Contractor creates a Task Result using the Client's Brand, the Contractor has the right to conclude any transactions with the Client's Partner and / or its affiliates, the subject of which is the creation of copyright objects with the subsequent placement of such objects on the Internet or without such placement, only if there is a written the Customer's permission to conclude such transactions, which must be obtained during the period of the Agreement and before the expiration of 12 (twelve) months from the date of termination of the Agreement.

11.3. The Contractor undertakes to keep secret, not to transfer or disclose any information to third parties in any available way, including commercial information, information on the conditions and results of relations with the Customer, access to which the Contractor received during the period of the Agreement, as well as within two years. from the expiration date of the Agreement.

11.4. The Parties have the right to unilaterally and extrajudicially cancel the Agreement by notifying the other Party 20 (twenty) calendar days before the expected date of termination, having fulfilled the obligations to each other that existed before the termination.

11.5. The Customer has the right to unilaterally change the terms of the Agreement by notifying of the changes in the electronic mailing list or on the Customer's website.

11.6. The Contractor guarantees that he lawfully uses the protected RIA, included in one way or another in the composition of the Task Result.

11.7. The Contractor, when involving a third party to conclude a contractual relationship with the Customer, has the right to contact the Customer with a request to provide the Contractor with access to information on the execution of the task posted by the Customer in the personal account of the third party involved by the Contractor.

11.8. In pursuance of the requirements of the legislation, the Customer has the right to request from the Contractor documents confirming his good faith fulfillment of the obligation to pay taxes, fees and other mandatory contributions in the jurisdiction where he is a resident, and other information, but not limited to the listed documents.

11.9. The Parties are released from liability for failure to fulfill obligations under the Agreement if it was the result of force majeure circumstances that make it impossible to fulfill the terms of the Agreement.

11.10. All disputes and disagreements between the Parties are resolved in a claim procedure.

11.11. Disputes arising between the Customer and the Contractor are resolved at the location of the Customer and in accordance with the legislation of the Republic of Latvia.