

The present offer of ModestoGroup OÜ (hereinafter referred to as **the Agent**) to conclude an Agency agreement (hereinafter referred to as **the Agreement**) is addressed to any legal entity or individual entrepreneur registered on the territory of the European Union, or having a similar status on the territory of other states, and to any private actor or individual, the terms being the same for all of the above persons (hereinafter referred to as **the Principal, the Company**). The Offer comes into force from the moment of its publication on the m-flowers.com website and is valid until the Offer is revoked by the Agent.

The Offer is accepted in one of the following ways:

registration on the Platform;

payment of any invoice issued by the Agent;

making an advance payment for the Agent's services within 5 (five) working days from the date of the invoice. The total invoice is issued on the Platform and/or in another agreed way.

The acceptance of the offer made by one of the above methods indicates the unconditional acceptance of the terms and conditions and the conclusion of the Agency Agreement. The Agent has the right at any time to change the terms of the Offer, the text of the Agreement concluded through the Acceptance of the Offer and its annexes unilaterally without prior approval, by posting the updated version of the Agency Agreement on the Internet on the m-flowers.com website.

The Company is solely responsible for familiarization with the new versions of the Offer, the Agency Agreement concluded through the Acceptance of the Offer, and its annexes.

The Company accepts and agrees to the changer in one of the following ways:

failure to notify the agent of the Company's refusal to accept the changes within 5 (five) calendar days from the date the updated version is posted on the m-flowers.com website;

payment for the Agent's services under the changed conditions;

not using the Company's right to unilaterally withdraw from the Agreement in the manner prescribed by the Agreement and its Annexes.

## 1. Definitions

Agency Agreement — a compensated agreement between the Company and the Agent, by virtue of which the Agent, on behalf and at the expense of the Principal (represented by the User) undertakes to carry out legal and other actions.

Offer acceptance — full and unconditional acceptance of the terms of the Agency Agreement by performing actions determined by the Agent.

Company — a legal entity, an individual entrepreneur, an individual with whom the Agency agreement has been concluded.

In this Agency Agreement and the Annexes to it, all words and expressions beginning with a capital letter must be used in the meaning given in clause 1. of the Agreement, as well as in Appendix 1 — "User Agreement". The interpretation of a term not defined in the relevant clauses is made in accordance with the general text and meaning of the Agreement and its Annexes.

## 2. Subject of the Agreement

2.1 The Principal aims to expand commercial activities and to appoints the Agent as the representative of the Principal;

The Agent is ready to act as such a representative of the Principal on the conditions specified in the Agency Agreement.

2.2 In accordance with this agreement, the Agent undertakes to perform actions on behalf of and at the expense of the Principal to conclude contracts for the supply of products and/or other contracts, on the conditions specified by the Principal in the Order;

## 3. Statement of works

3.1. The Principal sends to the Agent, through the Platform interface and/or in another agreed way, the Order for the conclusion of contracts with third parties, indicating all the necessary conditions specified in the Supplier's Offer, after which the Agent is obliged to immediately begin work on fulfilling the Principal's order.

3.2. After completing the order, the Agent sends the Principal a report on the work done through the Platform interface and/or in another agreed way. The report consists of a set of information provided on completed Orders in the User's Personal Account on the Platform. The Agent sends an invoice, which is an integral part of the report on the work done, through the Platform interface and/or in another agreed way. The invoice contains the amount of the advance payment indicating the estimated costs incurred by the Agent related to the provision of services under this Agreement, and the amounts of remuneration (commission) that are due to be paid by the Principal to the Agent for the corresponding completed transactions.

3.3. The Principal's instruction in the form of the Order and the Agent's report are an integral part of this Agreement.

#### 4. Obligations of the Parties

4.1. The Agent is obliged:

4.1.1. to act on their own behalf, at the expense and in the interests of the Principal, specified in clause 2.2 of this agreement.

4.1.2. not to disclose, reproduce, copy or publish (except for cases when it is exclusively necessary for the performance of this Agreement) any information or documents of any kind without the prior consent of the Principal;

4.2. The principal is obliged:

4.2.1. to clearly and in a timely manner inform the Agent about their requirements regarding the conditions for the latter to perform legal and other actions, the conditions for concluding transactions, by sending appropriate instructions in the form of the Order through the Platform interface and/or in another agreed way;

4.2.2. to immediately give instructions to the Agent on the procedure for executing transactions in the event of a change in the conditions for their execution or the appearance of circumstances affecting their execution;

4.2.3. to provide the Agent with the necessary funds to deliver services under the Agency agreement;

4.2.4. to timely and fully pay the Agent the remuneration, the amount of which is additionally agreed by the Parties, as well as pay the Agent the expenses incurred by the latter in connection with the execution of the Principal's orders;

#### 5. Settlement procedure

5.1. The Principal pays to the Agent a fee determined (unless otherwise agreed by the Parties additionally) as 0.1-7% (The amount of remuneration is determined based on the results of the fulfillment of the Agent's contractual obligations) for the execution of orders, in the manner and on the conditions stipulated in this Agreement and Annexes to it.

## 6. Liability and responsibility of the parties and dispute resolution procedures

6.1. A party that has violated its obligations under the Agreement must immediately eliminate the violations or take measures to eliminate the consequences. In the event of non-fulfillment of their obligations, the Parties shall be liable under the current legislation of the Republic of Estonia.

6.2. All disputes under this Agreement are resolved by the Parties through negotiations.

## 7. Force majeure

7.1. The parties are exempt from liability for partial or complete failure to fulfill their obligations under this Agency Agreement, if such failure was the result of force majeure circumstances that arose after the conclusion of the Agency Agreement as a result of extraordinary events, namely: natural disasters, epidemics, fires, floods, explosions, military actions.

7.2. A party affected by force majeure must notify the other party within 5 (five) working days, providing an independent confirmation of the existence of force majeure, issued by the competent state or administrative authority.

## 8. Final provisions

This Agreement comes into force from the date of the Offer acceptance.

The Agency Agreement may be terminated by agreement of the Parties at any time and on other grounds provided for by the Agency Agreement and the [User Agreement](#).

An integral part of this Agreement is: Appendix 1 - [User Agreement](#).

Termination of this Agency Agreement does not release the Principal from the fulfillment of obligations (including the payment of agency fees for actions already

performed by the Agent on behalf of and at the expense of the Principal) assumed under this Agreement until the moment of its termination.

In the event of a discrepancy between the Russian and English texts of the Agreement, the Russian version shall prevail.

## 9. Agent Details

ModestoGroup OÜ

Registration number: 16203107;

Address: Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn 19-315, 10120.