



Public Offer Agreement

Audit and Consulting Services Agreement

Effective Date: 04/06/2024

This Public Offer Agreement (the "Agreement") is entered into by and between Scan Zone (hereinafter referred to as the "Company"), a marketing services provider, and the individual or entity accepting this Agreement (hereinafter referred to as the "Client"). Collectively referred to as the "Parties."

1. Services:

1.1 The Company agrees to provide marketing services to the Client as mutually agreed upon. The specific services, deliverables, and timelines will be outlined in any written form and will form an integral part of this Agreement.

1.2 The Client agrees to provide the necessary cooperation, access to information, and resources required for the Company to perform the services effectively.

1.3 Acceptance by the Client of the Services provided to him/her shall be done without signing any services acceptance certificates. The absence of a refund requirement in compliance in the clause 10 hereof shall imply that the Services have been provided in a quality and timely manner.

2. Compensation:

2.1 The Client agrees to pay the Company the agreed-upon fees for the services provided. The fees, payment schedule, and any applicable taxes will be specified in the proposal or in any written form.

2.2 Invoices shall be issued by the Company to the Client according to the agreed-upon payment schedule. Payment shall be made within 7 days from the date of the invoice, unless otherwise specified.

2.3 In the event of late payment, the Client shall be liable for any costs incurred by the Company in the collection of outstanding amounts, including but not limited to legal fees.

3. Confidentiality:

3.1 Both Parties agree to treat all confidential information received from the other Party as confidential and not to disclose it to any third party without prior written consent, except as required by law.

3.2 The obligations of confidentiality shall survive the termination or expiration of this Agreement.

4. Intellectual Property:

4.1 The Company retains all intellectual property rights, including copyrights, patents, and trademarks, associated with any materials, reports, or deliverables produced as part of the services.

4.2 The Client shall have a non-exclusive, non-transferable license to use the materials, reports, or deliverables for its internal business purposes only. The Client shall not reproduce, distribute, or disclose such materials to any third party without the prior written consent of the Company.

5. Limitation of Liability:

5.1 The Company's liability, whether in contract, tort, or otherwise, arising out of or in connection with this Agreement, shall be limited to the total fees paid by the Client to the Company under this Agreement.

5.2 The Company shall not be liable for any indirect, consequential, or incidental damages arising from the provision or use of the services, even if the Company has been advised of the possibility of such damages.

6. Term and Termination:

6.1 This Agreement shall commence on the date of acceptance as described in Clause 9 and shall remain in effect until the completion of the agreed-upon services, unless terminated earlier as provided herein.

6.2 Either Party may terminate this Agreement for convenience upon 30 days' written notice to the other Party.

6.3 Either Party may terminate this Agreement immediately upon written notice if the other Party breaches any material provision of this Agreement and fails to remedy such breach within 15 days of receiving written notice.

7. Entire Agreement:

This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior discussions, negotiations, or agreements, whether oral or written.

8. Amendments:

The Company shall have the right to change or modify the Terms and Conditions and/or any provision hereof at any time at its own discretion without securing prior approval of the said changes or modifications from the Client. The modified Terms and Conditions shall be published on the <http://www.scanzone.website/> and <https://ugc.scanzone.website/> websites of the Company (hereinafter referred to as the "Website") at least one day prior to the entry into force of the aforementioned changes or modifications.

9. Acceptance:

9.1 The Agreement shall be deemed accepted by the Client through form fill-out or other implicative actions of the Client on the Website for the purpose of gaining services chosen by the Client. The cost of the Services shall be given in the relevant descriptions of each Service available on the Company's Website.

9.2 The Agreement between the Client and the Company as it pertains to the Services chosen by the Client shall be deemed concluded upon acceptance thereof in the manner stipulated in the clause 9.1 of this Agreement.

10. Refund Policy:

10.1 The Client shall have the right to refuse from paid Services and demand a refund from the Company no later than 14 (fourteen) business days prior to the date of the first scheduled activity as a part of the Service chosen by the Client, in which case the Company shall have the right to withhold from the Client the amount of 25% of the cost of the Service as reimbursement for the Company's expenses. Should the Client refuse from the Service less than 14 (fourteen) business days prior to the start of provision or in the course thereof, the funds shall not be reimbursed to the Client.

10.2 In order to refuse from the Services pursuant to Clause 10.1 hereof, the Client shall send a relevant request for refusal from the Services and a refund with his/her signature and indicating the banking details that were previously used to pay for the

Services. The aforementioned request shall be sent to the marketing.scanzone@gmail.com Company's email within the time stipulated and agreed upon above. The refund to the Client shall be made by the Company within 14 (fourteen) banking days to the Client's account from which the payment for the Services was made.

10.3 Should the Client violate the procedures for the provision of Services (late or partial attendance, failure to fulfill the obligations stipulated in clause 1.2, as well as other violations), the Service shall be deemed delivered in full, and the payment therefor shall be non-refundable to the Client.

10.4 Should the Client refuse to participate in the activities arranged as a part of a particular Service on his/her own initiative without a clear reason stipulated herein, the Service in question shall be deemed delivered in full, and the payment shall be non-refundable.

10.5 In the event of the failure to provide the Service through the fault of the Company or persons engaged by the latter (save in respect of circumstances beyond the reasonable control of the Parties), the full amount of the payment made shall be refunded to the Client.

By accepting this Agreement, the Client acknowledges having read, understood, and agreed to be bound by the terms and conditions set forth herein.

End of Public Offer Agreement.