

AGENCY Terms & Agreements

Version No 1 as of April 27 , 2018

1. THE PARTIES

This document "Terms & Agreements", hereafter referred to as the "Agreement", is agreed between **SmartTel Plus OÜ**, having its registered office at J. Vilmsi tn 47, Kesklinna district, Tallinn city, Harju county, 10126, Estonia and operating under DZINGA trade mark, hereafter referred to as "**STP**", and the Party identified in the associated Registration Form, hereafter referred to as the "**Agent**". The "Agent" is required to provide the necessary identification, as specified in the Registration Form on the STP website <http://dzinga.com> (hereinafter referred to as the "Website").

2. TERMS OF CONSENT

2.1. General Consent to Agreement.

By using the Website or using the API or Services, the Agent confirms his/her consent with the terms and conditions of this Agency Agreement (the Agreement), which also include and incorporate the Terms & Agreements (<http://www.dzinga.com/>) (the "Terms & Agreements") which contain the terms and condition of provision of services to the customers irrespectively to the fact whether they have been subscribed through the site by themselves single-handedly or through the Agent, Acceptable Use and Privacy Policy of STP, all of them collectively referred as the "Terms".

The present Agreement shall be applied exclusively to the agency, provision by STP the services as to the customer shall be done in accordance with the separate agreement concluded by acceptance by such customer's of the Terms & Agreements.

YOU MAY REGISTER ON THE WEBSITE AS STP 'S AGENT IF YOU AGREE TO THESE TERMS OF AGENCY, ACCEPT THEM AND IF YOU ARE OLDER THAN 18 YEARS-OLD.

The Agent is responsible for allowing him/her to be legally authorized to enter into this Agreement pursuant to the stipulations below.

If the Agent is a legal representative of an organization and intends to enter into a transaction on its behalf, he/she presumably holds appropriate rights and authority to perform such actions whether the credentials and requisites of the supporting document have been entered into the appropriate field of Agent's data.

2.2. Consent to E-Communication

Electronic Signatures and Agreement(s): The Agent hereby agrees to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the <http://dzinga.com/> website respectively. Furthermore, the Agent hereby waives any rights or requirements under any laws or regulations in any jurisdiction which require an original (non- electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law. The Agent shall advise the customers of electronic communications as the condition to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the <http://dzinga.com/> website when such customers are subscribed through the Agent's personal account.

2.2. No Emergency Calls

When the customers are subscribed through the Agent's personal account the Agent shall advise the customers prior to subscription that the service of STP (the "Service") is not designed to support or carry emergency calls and the access to any 112, 911 or similar emergency services shall not be provided within the Services.

2.3. Jurisdiction Restrictions

If the Customer is residing in a jurisdiction where it is forbidden by law to offer or use desired services, the Agent shall not subscribe such Customers to the Services and that by Accepting the Terms & Agreements, the Customer explicitly states that he has verified in his own jurisdiction if the use of desired services is allowed.

2.4. Agent's Identification

STP may at its sole discretion refuse an Agent's application:

2.4.1. If the information provided is incomplete, or the Agent has not confirmed his/her consent for processing of his personal data using the tools available in the system,

2.4.2. If STP has reason to doubt the accuracy of the information, or it is not supported by the required identification or the required authorization,

2.4.3. If STP has reasonable doubts that the Agent is below the age as specified in the Section 2.1. hereof,

2.4.4. If the Agent is known to have committed fraud or has given any reason to doubt his ability to meet their commitments under this Agreement.

2.5. Customer's Identification

The subscription of new client to the Services shall include the following proceeding:

2.5.1. The Agent shall enter the customer's data to the Registration Form into the integrated system by adding new client through the Agent's personal account at STP Website.

2.5.2. The customer shall accept the Terms using the respective tools on the Website enabling STP activate the customer's account upon receipt the first payment according to the Chosen package of the Services.

2.5.3. STP may at its sole discretion refuse a customer's registration:

2.4.1. If the information provided is incomplete, or the customer has not confirmed his/her consent for processing of his personal data using the tools available in the system,

2.4.2. If STP has reason to doubt the accuracy of the information, or it is not supported by the required identification or the required authorization,

2.4.3. If STP has reasonable doubts that the customer is below the age as specified in the Terms & Agreements and no respective consent of a person holding parental responsibility over the minor is given to proceed with Terms & Agreements and processing of the minor's personal data,

2.4.4. If the customer is known to have committed fraud or has given any reason to doubt his ability to meet their commitments under this Terms & Agreements.

3. STP SERVICES. APPOINTMENT

3.1. The full scope of the STP Services, functionality, the way of provision of the Services to be offered to the customer's which are subscribed through the Agent's personal account shall be determined according to the actual Terms & Agreements, description of the Services with restriction as may be stated in the Terms.

3.2. By entering to the Agreement STP appoints the Agent as its non-exclusive agent for the Services to be offered to the customers in accordance with the Terms and products description as placed and actual on the website of the Principal, located at www.dzinga.com and undertakes to pay the Agent a commission as stipulated herein. Nothing in the Agreement prevents STP from appointment of any other non-exclusive agent for sales of the Products and Services or marketing and sale the Products and Services on its own or using the other channels.

3.3. The Agent shall devote its best efforts to market the Services and subscribe the customers to the Services, to advertise the Services to the potential customers and to provide them the full information about the Services.

4. COMMISSION. PAYMENTS

4.1. The Principal shall pay the Agent a commission as 20% (twenty percent) of the revenue generated by the customer subscribed to the Services through the Agent personal account and received by STP within 12 calendar months upon such subscription (12 calendar months of provision of the Services to the customer) . For the purpose of calculation of the Agent's commission the revenue generated by the customer means the money received from the customer for the Services which have been provided to the customer and which enable STP to include the funds to STP revenue. The advance payment received by STP

from the customer become eligible for calculation of the Agent's commission only when the respective Services have been rendered to the customer and the said money can be debited from the customer's personal account in settlement of the respective recurring fees or extra fees as may be stipulated in the Terms & Agreements. **The Commission shall not be paid in respect any amounts received by STP in settlement of the charges for the STP Services provided to the Agent as to the customer for own use.**

4.2. The Agent's commission is limited by the revenue generated by the customer within initial 12 months of use of the Services. On elapsing of 12 initial calendar month of use the Services by the customer, the commission shall not be applicable in respect of revenue generated by the customer in further periods of provision of the Services to such client. Nothing in the clause can be construed as limiting the Agent to receive the Agent commission in respect of the other customers within initial 12 calendar-months period of their use of the Services. The commission is not paid for the new sales made to the clients to whom the same or similar products were sold or the same or similar services were rendered by STP continuously or occasionally during 12 month presiding to the date of such new sale irrespective to the fact that the contract is concluded by the Agent.

4.3. The payment of the Agent's commission or its respective part shall be paid by STP to the Agent once in a month on the ___th calendar of the following month when the moneys were debited from the customer's account in settlement of the service provided by STP to the customer, provided that the amount of the commission payable to the Agent exceeds EUR 100 (two hundred Euro) in respective equivalent currency Should the amount of the commission payable to the Agent not exceed EUR 100, the commission shall be paid in the same manner the month when by the 15th day the said amount exceeds the said threshold.

4.4. Payment may be made to Agent bank (card) account in the same currency as the revenue being the base of calculation of the commission was received.

4.5. The Agent shall pay by himself/herself any taxes which may be incurred on the Agent's commission according to applicable laws and

regulation applicable to the Agent and to bear all reporting obligation in respect of such payment in Agent's favor. If under the applicable law STP must deduct any taxes from Agent's receivables, it shall immediately inform the Agent of such obligation. Having received the Agent the said notice from STP, the Agent provide STP with the official statement by the tax authorities evidencing exemption from such taxes, in absence of such documents, STP shall be deemed entitle to make such tax withholding followed by provision to the Agent of the documents confirming the payment of the such taxes.

4.6. With no prejudice to stipulations of Clause 4.5. and within its responsibility for correct invoicing, STP shall be entitled to determine a tax status of the Agent at its own discretion for the purpose of taxation (in respect of VAT and other regulation), provided that STP shall use the information and documents presented by the Agent and shall apply criteria recommended for such purposes by the EU tax authorities in due and fair manner (IP-address, SIM-card zone (if applicable), location of fixed communication circuit, address for invoicing etc.). The Agent shall fairly co-operate with STP and provide it timely with the evidencing and non- contradicting documents and information, otherwise it shall bear the risk of wrong qualification of the Agent as a taxable or non-taxable person.

5. PROCESSING OF PERSONAL DATA. CONFIDENTIALITY

5.1. Processing of the personal data of the Agent (the "Personal Data") shall be executed in accordance with the European regulations, and local legislation applicable to protection and processing of personal data, and with the term and conditions of the Agreement, the Privacy Police.

5.2. By entering into the Agreement and Agent acknowledges and confirms that he/she has read STP Privacy Policy (as amended on the Website from time to time) and that his/her consent for processing of his/her Personal Data may be evidenced by special mark in the system or by continuation of use of the Services after he/she has been offered to consent with processing of his/her Personal Data for the purpose as fully stated in the Privacy Policy.

5.3. Further the Agent confirms before he/she enters the information about the customer which can be qualified as personal data (the Customer's Personal Data) , he has received the Customer's consent for collection and processing the Customer's Personal Data, its transfer to STP for further processing by STP and for availability for the Agent of the data of Customer's payment for STP services at least within 12-month calendar period when the Agent is entitled to Agent's commission calculated on the base of the revenue received from the said customer.

5.4. The Agent shall be liable for the due performance of its commitments to receive the customer's consent for processing of his Personal Data and shall keep STP fully indemnified in respect of any claims from the customer's entailed by breach of the Agent's obligation and any processing of personal data of the said customer's without their proper consent.

5.5 Personal information about the Agent is for individual use only and may not be shared or disclosed except for cases where it is required or admitted by the law (with compliance of requirements and precautions when such disclosure is admitted) and or with the Customer's consent. STP reserves the right to delete Personal information about Agent Agreement have been inactive for more than one year.

5.5. With no prejudice to the stipulations of Clause 5.5 the Agent acknowledges and consents to grant STP the right to process de-personified data (including all formats of anonymization) for statistical use, for improvement of its services and products or research purposes without limitation.

5.7. With no prejudice to mentioned above STP shall not disclose to any third party any confidential information referring to legal entities and to natural person (with no prejudice to commitments as stated above for protection of natural persons) save the cases when: 1) such information is disclosed to its officers and employees or agents, or 2) such disclosure is required by law, or 3) the claim to the Customer has been legally assigned as permitted by the Agreement or 4) the information has been disclosed or made available in public domain or 5) such legal entity consented with such disclosure.

6. TERM & TERMINATION

6.1. Term. The Agreement will be effective as of the date of the Agent acceptance thereof, and will remain effective until terminated by either party as set forth in these Agreement.

6.2. Either party shall be entitled to terminate this Agreement by giving to the other not less than thirty (30) days notice of termination. All commissions due STP the Agent shall be paid before or on the date of Termination irrespectively to the minimal amount as specified for the payments.

6.3. Survival. All provisions which must survive in order to give effect to their meaning shall survive any expiration or termination of the Agreement, including without limitation, all of the Agent's representations, warranties and indemnification obligations.

7. MISCELLANEOUS

7.1. The Agreement contains the general terms and conditions, any individual terms and conditions shall deem valid of they agreed by the parties in written by signing respective individual agreement.

7.2. STP may vary any provision in this Agreement, without prior consent from the Agent, if such change is required because of regulatory, insurance, safety or statutory changes made after services are provided. Any other changes shall become valid within 30 days upon announcement on the Website as specified in Clause 7.3. hereof and shall not affect the terms applied to the Agent's commissions in respect of the revenue received or to be received from the customers who have been subscribed to the Services through the Agent's personal account prior to such announcement.

7.3. With nor prejudice to the stipulations of the Clause 7.2. hereof , STP reserves the right to modify this Agreement at any time by providing such revised Agreement to the Agent or by publishing the revised Agreement on the website. If the Agent does not wish to accept this revised Agreement, he is entitled to terminate his account, in writing or by e-mail to support@dzinga.com, with effect from the date on which the revised Agreement would become effective. The continued activity through by

the Agent's account shall constitute his acceptance to be bound by the Terms and Conditions of the revised Agreement.

7.5. Any error, omission or typographical error in any quotation, offer, sales information, invoice, or document supplied by STP shall be subject to correction on notice from STP and without liability.

7.6. STP's rights and powers under this Agreement are not affected if it fails to or chooses not to enforce any of them at any time. If any part of this Agreement is not enforceable it will not affect the remainder.

7.7. Applicable Law. The Agreement shall be governed by and construed in accordance with Estonian Law. This Agreement shall be governed by Estonian law and the Customer consents to the exclusive jurisdiction of the Estonian courts in all matters regarding it.

7.8. Competent Court. The Customer consents to the exclusive jurisdiction of the Estonian courts in all matters relating to the Agreement.

7.9. Both parties agree that they have no joint venture, partnership, or agency relationship as a result of this Agreement. Neither party shall make any offer, guarantee, or warranty to any third party, in regard to the services, that purports to bind the other party.

SmartTel Plus OÜ

J. Vilmsi tn 47, Kesklinna district, Tallinn city, Harju county, Estonia, 10126

Website <http://dzinga.com/> e-mail: support@dzinga.com