

Agency Agreement

Under the terms of this public offer SIA InSyncNow (hereinafter referred to as the “**Agent**”) make an offer to any interested persons and bodies corporate to enter into Agency Agreement (hereinafter referred to as the “**Agreement**”) as laid down below. Any person or body corporate who has accepted the terms and conditions hereof shall be referred to as the “**Principal**”. Agent and Principal are referred to herein each, as a “**Party**”, and together, as the “**Parties**”.

Unconditional acceptance by the Principal of the Agreement is registration on the website <https://insyncnow.com> (hereinafter referred to as the “**Website**”) and on all subdomains of the Website, by filling out the registration form, or commitment of other actions specified in Section 3 of the Agreement.

1 DEFINITIONS

1. For the purposes of the Agreement, the following terms and definitions shall be interpreted as follows:
 - a) Agreement – this Agency Agreement posted on the Website.
 - b) Agent – SIA InSyncNow, legal and postal address: Tērbatas iela 82A-5B, Rīga, LV-1001, Latvija, e-mail: info@insyncnow.com, phone: +37166016266.
 - c) Principal – a party to this Agreement (Author / Copyright Holder) that provides services remotely and which has made an acceptance in accordance with the established procedure in the Agreement, and receives the Client's funds for the services provided.
 - d) Author / Copyright Holder – a User who has passed verification and posted an Information Product and information about it on the Website in accordance with Terms of Use Agreement. On behalf of the Author / Copyright Holder may act legal representatives (including assistants, speakers, consultants, etc.).
 - e) User – a person using the Website in any form. Natural or legal persons represented by their legal / authorized representatives and individual entrepreneurs personally, or represented by their legal / authorized representatives, as well as individuals in the status of self-employed, can be recognized as Users. Users are Clients and Authors / Copyright Holders.
 - f) Client – a person who purchases the services of the Principal and pays for them through the service of the Agent.
 - g) Terms of Use Agreement – agreement concerning access to and use of the Website, which is posted on the Website.

- h) Personal Account – the Principal’s page containing information about the Principal, which can be accessed only by the Principal by entering the login and password received during registration on the Website.
 - i) Reporting period – one **calendar month / quarter** of the report which Agent submits to the Principal.
 - j) Content – design elements, graphics, scripts, programmes, audio, video and other objects of intellectual property, the rights to which belong to the Agent, Users, or third parties. Content includes statements, information messages of Users on forums and other sections of the Website. Content does not include Information Products.
 - k) Information Product – a set of information and analytical materials, as well as texts, images, audio and video recordings, and other results of intellectual activity in electronic form, owned by the Author / Copyright Holder.
 - l) Events – seminars, webinars, trainings, conferences, master classes, other forms of consulting online courses for Clients. During the Event, the Principal provides the Client with:
 - access to participation in the Event in real time by opening access to the Event for the User’s account (Client) from which the payment was made;
 - access to online viewing of videos of the Events, access to Information Products;
 - explanations and answers to questions on the topic of the Event.
2. The Agreement may contain concepts and terms not defined in this Section of the Agreement. In this case, the interpretation of concepts and terms is made in accordance with the text and meaning of the Agreement. In the case of an ambiguous interpretation of the concepts and terms in the context of the Agreement, first of all, one should be guided by the interpretation of concepts and terms used on the pages of the Website and its services as well as documents posted on the Website.

2 SUBJECT OF THE AGREEMENT

1. The Agent undertakes for remuneration in his own name but at the expense of the Principal (service provider), to provide the Principal’s Clients with an access to the Website and its services, where it is possible to get acquainted with information about the Principal (Authors / Copyright Holder), select the Author / Copyright Holder, order the services, familiarize with Content and Information Products, order services for participation in the Event. As well as it is possible for Clients to pay for services through the functionality of the Website. The Principal is obliged to pay the Agent remuneration in the amount and in the manner prescribed by the Agreement.
2. Name, assortment, quantity, quality, cost, selling price of an Information Product, cost of services for holding Events, details of holding Events, as well as other conditions are determined by the

Parties based on their actual actions, correspondence of the Parties, information posted on the Website.

3. The transfer of the Information Product for realisation is carried out by placing it on the Website by the Principal. In this case, the Principal transfers to the Agent the right to make and save copies of the Information Product in order to post them on the Website during the term of the Agreement.
4. The Principal grants the rights to an unlimited number of paid views of the Content, Information Product posted on the Website.
5. The Information Product is transferred with the right to use on the following conditions:

Territory of use: the territory of the whole world;

Methods of use: playback (viewing) for personal and home use;

Term: for the duration of the exclusive right;

Price (remuneration) and payment procedure: as agreed by the Parties;

The procedure for transferring the Information Product: _____.
6. Content and Information Products received by the Agent from the Principal are the property of the Principal.
7. The Agent is not responsible for the fulfillment by the Principal of his obligations.
8. The Principal independently determines the composition and content of the Event, Content and Information Product provided for placement and sale on the Website and its services, taking into account the procedure specified in the Terms of Use Agreement.

The rules according to which third parties get access to the Website and its services on a paid basis are established according to the rules determined by the Agent and posted on the Website.
9. The cost of the Client's participation in the Event, viewing the Content and Information Product by the Clients is determined by the Principal.
10. If the Principal does not agree with any provision of the Agreement and / or annexes thereto (if there are any), he must immediately stop using the services of the Agent.

3 CONSENT TO CONCLUDE THE AGREEMENT

1. Full and unconditional consent to conclude the Agreement is the performance of actions by the Principal in the manner specified in this Section of the Agreement.

2. Consent means that the Principal agrees with all the provisions of the Agreement and is ready to conclude the Agreement in accordance with the conditions specified in it, taking into account the provisions of the Terms of Use Agreement and the Privacy Policy.

The above mentioned documents are permanently posted on the Website and are available for review at any time.

3. Consent to conclude the Agreement can be given in one of the following ways:
 - by ticking “I agree with the terms” by clicking the “Next” button;
 - registration of the Principal in the Personal Account on the Website;
 - transfer of Content, Information Product for posting on the Website;
 - performing actions on the Website aimed at paying for the Agent's services;
 - committing other actual actions aimed at accepting the terms of the Agreement.
4. The Agreement is considered concluded from the moment when consent is given.

4 RIGHTS AND OBLIGATIONS OF THE AGENT

1. Rights of the Agent

1. The Agent shall be entitled to obtain agency fee (remuneration) from the Principal in accordance with the terms of the Agreement.
2. The Agent has the right, in the event of circumstances beyond reasonable control of the Parties, which, in the Agent's opinion, may entail significant losses for the Agent, suspend access to the services of the Website for the duration of such circumstances.
3. The Agent has the right to involve other persons (subagents) to receive payments from Clients in order to execute the Principal's instructions under the Agreement. The subagent has the right to accept payments on its own behalf or on behalf of the Agent. The Agent is responsible to the Principle for actions of the subagent.
4. The Agent shall be entitled to make any amendments to the Agreement and all its annexes (if there are any) at any time and at its sole discretion informing the Agent with due advance. All amendments take effect on the day such amendments are posted on the Website. The Principal is solely responsible for any consequences arising from failure to familiarize himself with the Agreement and its annexes.
5. The Agent shall have other rights provided for by the provisions of the Agreement and effective legislation.

2. Obligations of the Agent

1. The Agent undertakes to keep records of the funds owed to the Principal.
2. The Agent undertakes to timely transfer to the Principal's account the funds received from the Clients in the manner prescribed by Section 4 and 6 of the Agreement.
3. The Agent accepts payments from Clients, provided that:
 - when making a payment, the Client provides information that allows to identify the Client and the Principal;
 - the payment is made in euro or any other foreign currency. In order to fulfill payment obligations, the Parties fix euro to foreign currency exchange rate in accordance with rate of the European Central Bank on the day of invoicing.
4. The Agent is obliged to provide Clients with technical support on issues related to payments and purchasing the Principal's services by consulting the Clients via e-mail.
5. The Agent undertakes to submit to the Principal a report according to the terms and conditions prescribed by Section 7 of the Agreement.
6. The Principal shall be obliged to incur other obligations in accordance with the terms of the Agreement and effective legislation.
3. By fulfillment of obligations assumed under the Agreement the Agent in no circumstances shall not be entitled to:
 - act on behalf of the Principal (e.g. to hold negotiations and sign any documents on behalf of the Principal);
 - approve terms of the agreements and other legal relations, concluded directly between the Principal and Client;
 - sign agreements and additional agreements to them on behalf of the Principal;
 - pay taxes and fees on behalf of the Principal.

5 RIGHTS AND OBLIGATIONS OF THE PRINCIPAL

1. Rights of the Principal
 1. The Principal shall be entitled to exercise control over the Agent's activities as to the fulfillment of his agency functions and authorities stipulated in the Agreement.
 2. The Principal shall be entitled to obtain an accurate and detailed report for Reporting period from the Agent within the time limits prescribed by the Agreement

3. The Principal shall be entitled to expect that the Agent will conscientiously fulfill all terms of the Agreement upon the most favourable for the Principal terms and in due time.
4. The Principal shall have other rights provided for by the provisions of the Agreement and effective legislation.
2. Obligations of the Principal
 1. The Principal undertakes to timely and fully pay the Agent the remuneration in the amount and in the manner prescribed by Section 5 and 6 of the Agreement.
 2. The Principal undertakes to provide the Agent with all the necessary information to fulfill the obligations under the Agreement.
 3. The Principal undertakes to promptly inform about all significant changes affecting the execution of the Agreement.
 4. The Principal undertakes to provide the Agent with reliable contact information, as well as the services provided to the Clients.
 5. The Principal undertakes to post on the Website a public offer, which, among other things, must indicate that the Agent is not a party to the agreement with the Client.
 6. The Principal undertakes, upon the Agent's request, within 3 (three) business days to provide information and documents confirming the proper fulfillment of obligations to the Clients. The request can be sent through the Personal Account and by e-mail.
 7. The Principal undertakes, upon the Agent's request, to provide the completed Client questionnaire by sending a scanned copy via the Personal Account and / or e-mail. The Principal guarantees that the data specified in the questionnaire are reliable and relate to the Client.
 8. The Principal undertakes to issue a refund of funds received from the Client if such is requested by the Client within 10 calendar days from the date of the relevant request. In this case, the Principal reimburses the Agent ____% of the amount received from the Client to compensate for the costs incurred.
 9. The Principal shall be obliged to incur other obligations in accordance with the terms of the Agreement and effective legislation.

6 AGENT'S REMUNERATION AND SETTLEMENT PROCEDURE

1. The Agent's agency fee (remuneration) is the amount of money, calculated pursuant to the tariff which is determined according to the conditions chosen by the Principal when registering on the Website or in Principal's Personal Account in the "Tariffs" section. The agency fee is withheld from the Principal by the Agent.

2. If the amount of funds received from the Clients are not enough to withhold the agency fee, the Principal shall pay the fee within 3 (three) business days from the date of the invoice. The invoice for payment is issued through the Personal Account.
 3. The Agent's agency fee shall include and cover all and any expenses of the latter related to the fulfillment of the Agent's obligations in accordance with the Agreement. For example, the costs of posting information about the Information Product on the Website, connecting of payment systems to the Website, writing presentation texts, posting courses, taking measures to ensure the protection of the Information Product from copying, chatting with customers in order to realize the Information Product. The Agent may also bear other expenses related to the fulfillment of his obligations, which are not mentioned above.
 4. The Agent transfers to the Principal's account the funds owed to the Principal in the currency specified by the Principal. All additional commissions / fees for currency transfer are borne by the Principal.
 5. The date of execution of the Agent's duties for the transfer of funds is the date of debiting funds from the Agent's account.
 6. If the Principal has any questions about the transfer of funds he should contact Agent through the Personal Account.
 7. If the Principal has claims against the Agent regarding payment / receipt of funds, he has the right to send a substantiated written claim to the Agent within 5 (five) business days from the date of receipt of funds. In this case, the term for consideration of the claim is 10 (ten) working days. In the absence of a claim within the specified time period, all calculations are deemed to have been made properly and in full. Claims sent after the expiration of the period specified in this clause are not considered by the Agent and are not subject to satisfaction.
 8. The Principal obliges to reimburse the sums collected from the Agent by payment systems (credit institutions) for Principal's violation of current legislation, international rules of payment systems, committing fraud or illegal actions within 5 (five) business days from the date of the invoice. The invoice for payment is issued through the Personal Account.
- The Agent has the right to deduct the amount from the amounts due to the Principal. If the funds from the Clients are not enough to withhold the indicated amounts, the Principal shall refund them within 5 (five) business days from the date of invoicing. The invoice for payment is issued through the Personal Account.
9. If the recipient of the payment is a non-resident of the European Union, the Agent reserves the right to withhold additional commissions / fees.

7 AGENT'S REPORT

1. The Agent undertakes to submit to the Principal a **monthly / quarterly** report no later than on the 5th business day of the month following the Reporting period, without attaching proof of expenses.
2. The Reporting period is the period from the first to the last day of the **month / quarter**.
3. The report is prepared in electronic form using the means and information available in the Principal's Personal Account.
4. If no services were provided during the Reporting period, the report may not be provided.
5. If the Principal has any objections regarding the Agent's report, the Agent shall be informed hereof within 3 (three) business days after receipt of the report, otherwise report shall be considered as accepted by the Principal, regardless of the fact of signing by the Principal.

8 TAXATION

1. Due to the fact that the Agent is not a source of income for the Principal, since it acts on behalf of the Principal, and the persons from whom the Principal receives income are the Clients, the Agent is not a tax agent in relation to the Principal and does not have any tax agents obligations. The Agent shall not assume any obligations to deduct and / or pay taxes, adjusted in accordance with legislation applicable to the Agent.
2. The Principal is obliged to independently declare and pay tax on personal income. The Principal is responsible for paying taxes and fees provided for by the legislation of the country of his registration / residence.
3. The Agent hereby notifies the Principal that the Principal is obliged to register with the tax authority in the manner prescribed by law applicable to the Principal, and is obliged to independently calculate and pay taxes provided by applicable legislation if the Principal carries out independent aimed at systematic profit from the use of property, the sale of goods, the performance of work or the provision of services.
4. The Agent has the right to suspend the execution of the Agreement and terminate it unilaterally out of court in the event of the occurrence of circumstances indicating a violation by the Principal of the obligations established in this Section of the Agreement.

9 LIABILITY OF THE PARTIES

1. For non-fulfillment or improper fulfillment of obligations assumed under the Agreement, the Parties shall be liable in accordance with applicable law.
2. For late payment of remuneration established by Section 6 of the Agreement, the Agent has the right to charge the Principal a penalty in the amount of 0.2% for each day of delay.
3. The Agent is not liable to the Client for the actions (inaction) of the Principal.

4. The Agent is not responsible if the service cannot be provided due to a malfunction of the software and hardware used by the Agent and / or the Principal and / or the Client, as well as communication channels provided by third parties.
5. The Agent is not responsible for the failure of the Principal to receive the necessary information or non-receipt of it within the time period stipulated in the Agreement, due to technical problems in the Principal's network, as well as due to malfunctions in the operation of the Website and / or the network and due to preventive maintenance on the Website.
6. The Principal undertakes to reimburse the Agent for all losses incurred in the event that Clients, Users of the Website and its services and / or other persons file any claims and / or claims against the Agent related to the quality of the services provided by the Principal, the validity and conditions or other circumstances, liability for which carries the Principal.

Principal undertakes at his own expense to negotiate with the persons who have filed claims, including court claims, as well as to act on the side of the Agent in the court.

7. The Principal undertakes to reimburse the Agent for all losses in the event that the Agent refunds to the Client the funds paid by him, if it was recognised by the paying agent and / or the credit institution that the payment made by the Client for the paid services of the Website and its services is a fraudulent transaction.
8. The term for reimbursing losses to the Agent is 10 (ten) business days from the date of receipt of the Agent's written request. This request can be sent by e-mail specified by the Principal when registering on the Website, or in the Personal Account.
9. The Principal confirms that he has all the necessary rights, licenses and permissions to sell the posted Information Products, post Content and hold Events.
10. All copyright and exclusive rights to the results of creative work contained in the Information Product remain with the Principal or third parties who provided the Information Product to the Principal and do not pass to the Agent.
11. The Agent is not responsible for the fulfillment of obligations by third parties to whom the Information Product is sold / for which the Events are held, including obligations to pay for them.
12. In the event that the sale or placement of Content, Information Product, holding of the Event using the Website and its services has led to a violation of the copyright or exclusive rights of third parties, the Principal undertakes on his own and at his own expense to settle the claims of such persons, as well as to compensate the Agent for all costs and losses incurred by him in connection with such violations. The Principal is obliged to reimburse any fines, including administrative ones, and other sanctions of an economic nature, applied to the Agent in relation to Content, Information Product and / or Event of the Principal.

10 TERMINATION OF THE AGREEMENT

1. The Agreement may be terminated by each Party by submitting a notice to the other Party observing the following terms for notice of termination:
 - 1) at least one month, if the Agreement is terminated in its first year of activities;
 - 2) at least two months, if the Agreement is terminated in its second year of activities;
 - 3) at least three months, if the Agreement is terminated in its third year of activities;
 - 4) at least four months, if the Agreement is terminated in its fourth or subsequent years of activities.
2. In this case, the contract is considered terminated from the date specified in such notification.
3. Termination of the Agreement does not automatically entail the repayment of debts that arose before the termination date.

11 REFUND POLICY

1. In case of termination of the Agreement by agreement of the Parties, on the initiative of one of the Parties or by force of law:
 - if the termination occurred before the start of the Event - the Principal is obliged to refund to the Client the paid cost of services less the amount of the the costs actually incurred by the Principal (including agency fee) for the provision of services under the Agreement;
 - if the termination occurred during the period of the Event – the Principal is obliged to refund to the Client the paid cost of services less the amount of the proportion to the cost of the services actually rendered before the date of termination of the Agreement.
2. The Parties agree that the Agent's agency fee is compensation for the costs actually incurred by the Agent for the provision of services under the Agreement. The Parties acknowledge that the specified amount of compensation is proportionate to the costs incurred by the Agent and is not subject to proof in the event of any disputes.
3. The Agent's agent fee is the Client's payment for access to the Website and its services, where is possible to get acquainted with information about the Authors / Copyright Holders, select the Author / Copyright Holder and order the services of the selected specialist, familiarize himself with Content and Information Products, order services for participation in the Event.

The service is considered to be provided at the time such access is provided to the Client, and therefore, the cost of the service, which is the Agent's fee, is not refundable to the Client.

4. In case of early termination of the Agreement due to circumstances beyond the control of the Parties, the Principal shall return the paid cost of services to the Client.

5. The refund of the cost of services (part of the cost of services) is carried out by the Principal within 10 (ten) business days after the receipt of a written request from the Client.
6. The funds are transferred to the account of the Client, from which he paid for the service in accordance with the Agreement. Requests for the return of the cost of services (part of the cost of services) are accepted by the Principal before the date of the end of the Event specified in the description of the Event.
7. The Principal refunds to the Client the paid cost of services (part of the cost of services) less the commission of the bank / payment operator for making the corresponding payment.
8. The lack of funds in the Principal's bank account does not relieve him from liability to the Client for the refund of the cost of services (part of the cost of services) prescribed by the Agreement.

12 FORCE MAJEURE CIRCUMSTANCES

1. Neither Party shall bear responsibility to the other Party for delay, full or partial non-fulfillment of obligations provided in the Agreement, caused by the circumstances, occurred beyond the will of the Parties and which could not be foreseen and prevented (force majeure), including declared war, civil disturbances, epidemics, blockade, embargo, riots, declaration of default in the economic situation in the country, earthquakes, floods and other natural calamities, as well as issuance of legal enactments which make it impossible to fulfill obligations hereunder and other events beyond reasonable control of the Parties.
2. Certificate issued by a relevant competent authority shall be sufficient proof of force majeure circumstances and their duration.
3. The Party, which failed to fulfill its obligations in accordance with the Agreement due to the force majeure circumstances specified in this Section of the Agreement, should notify the other Party in writing and confirm the failure to fulfill its obligations hereunder by providing the other Party with the certificate specified in this Section in reasonable term but no later than 7 (seven) calendar days after occurrence of the mentioned circumstances. The notification must contain information about the occurrence and nature of the force majeure circumstances and their possible consequences.
4. If the Party fails to notify and / or notifies improperly the other Party about force majeure circumstances, it loses the right to refer to such circumstances as grounds exempting it from liability under the Agreement.
5. If the force majeure circumstances continue to be in force over a period of 3 (three) consecutive months and show no signs of ending, the Agreement may be terminated by each Party by submitting a notice to the other Party no later than 30 (thirty) calendar days before the expected termination of the Agreement.

13 DISPUTE RESOLUTION

1. The Agreement and all legal relations arising from it are governed by the legislation of the Republic of Latvia. All disputes arising between the Parties are resolved on the basis of the legislation of the Republic of Latvia.
2. All disputes, disagreements and claims that may arise in connection with the Agreement must be settled through negotiations.
3. The existence of a dispute is evidenced by sending a written claim, the period for consideration and response to which should not exceed 10 (ten) calendar days from the date of its receipt by the addressee.
4. If the reply to the message is not received by the Party that sent the message within 30 (thirty) calendar days from the date of sending the corresponding message, or if the Parties do not come to an agreement on the claims and / or disagreements that have arisen, the dispute, at the request of the interested Party, is submitted for consideration and resolution to a court of a general jurisdiction of the Republic of Latvia.

14 CONFIDENTIALITY

1. The Parties undertake to provide strict compliance with confidentiality of information, obtained by them due to the fulfillment of terms and conditions of the Agreement, unless the consent to disclose information is made in writing and signed by the Parties.
2. The Parties agree that the conditions on the amount of the agency fee are also considered confidential and should not be disclosed. If the Party violates the non-disclosure condition, it is obliged to pay a fine in the amount of [tbc] euro.
3. The fact of the conclusion of the Agreement is not considered by the Parties as confidential information.
4. The confidential information may be disclosed only in cases stipulated by the effective legislation. In this case it is not considered a violation of confidentiality.

15 CONCLUDING PROVISIONS

1. In order to comply with the provisions of the General Data Protection Regulation 2016/679 (GDPR), the Principal undertakes to obtain from the Clients unconditional consent to process their personal data and to transfer the personal data to third parties for the purpose of using the data for marketing, advertising and information purposes, including: informing about contests and promotions; mailing of news and business offers, etc.
2. The Agreement comes into force from the moment of its acceptance by the Principal and is valid until 31/12/2021. If, within 30 (thirty) calendar days before the expiration of the specified period, none of the Parties declares in writing the termination of the Agreement, it shall be deemed prolonged each time for a new period equal to one calendar year on the same terms.

3. All issues not regulated or not fully regulated by the Agreement are governed by the legislation of the Republic of Latvia.
4. The invalidity of one or more clauses of the Agreement, if such established by a court, does not entail the invalidity of the Agreement.

16 COMPANY (AGENT'S) DETAILS

SIA "InSyncNow"

Legal and postal address: Tērbatas iela 82A-5B, Rīga, LV-1001, Latvija

E-mail: info@insyncnow.com

Phone: +37166016266

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