

## SUBCONTRACT AGREEMENT (OFFER) ON PERFORMANCE OF WORKS, RENDERING OF SERVICES

**Effective Date: 1 May 2025**

The present document (hereinafter referred to as the "Agreement" or "Offer") is a legal contract Esopa LTD, a company incorporated and registered in England and Wales with company number 12584623, whose registered office is at 17 Bath Street, Weymouth, England, United Kingdom, DT4 7DS (hereinafter referred to as the "**Contractor**"), on the one hand, and

an individual, including an entrepreneur (sole trader, self-employed or individual with a similar status depending on applicable law), that has accepted this Offer (hereinafter referred to as the "**Subcontractor**"), on the other hand,

regarding the conditions for the performance of work and the provision of services agreed in the following order.

Hereinafter, the Contractor and the Subcontractor are collectively referred to as the "**Parties**", and each separately - the "**Party**".

This Agreement is concluded between the Parties at the moment of acceptance (full and unconditional acceptance and agreement with the terms of the Offer) by the Subcontractor.

The acceptance of the Agreement is carried out by the Subcontractor upon electronic registration (creation) of the Subcontractor's Personal Account on the Internet site [yougo.money](https://yougo.money) by putting a mark on familiarization and agreement with the terms of the Offer and clicking the interactive button "Register" on the Internet site [yougo.money](https://yougo.money).

### 1. TERMS AND DEFINITIONS

For the purposes of this Agreement the following terms and definitions shall be interpreted as follows:

1.1. "**Certificate**" ("**Acceptance certificate**") – a certificate of acceptance of completed Works and / or Services rendered, signed unilaterally by the Contractor and drawn up electronically in the System upon completion of the Reporting Period when the Subcontractor has performed the Works and / or Services, available in the Subcontractor's Personal Account.

1.2. "**Remuneration**" - payment to the Subcontractor for the performance of Works and the provision of Services under this Agreement.

1.3. "**Customers**" – third parties that are the users of the System and engage (both directly and by concluding contracts with the Contractor's counterparties) the Contractor as an executor for the performance of Works / provision of Services.

1.4. "**Applications**" – tasks for the performance of Works and / or Services of a certain volume and parameters under the present Agreement, agreed with the Subcontractor through the Personal Account in the System and from the moment of agreement are compulsory for the Subcontractor.

1.5. "**Objects of intellectual rights**" - the results of intellectual activity, intellectual property, all types of objects of copyright, including works of science, literature and art protected by copyright, programs for electronic computers, databases, performances, phonograms, video, audio, photos, etc. visual images, inventions, trade secrets (know-how), trade names, trademarks and service marks, geographical indications, appellations of origin of goods, commercial designations of any kind.

1.6. **"Intellectual Property Rights"** - all rights in respect of any Objects of intellectual rights, including exclusive rights (including the right for processing, for publication/disclosure), as well as personal non-property and all other rights related to intellectual property.

1.7. **"Personal Account" ("User Interface")** - a section of the System available to the Subcontractor after the conclusion of this Agreement by entering a login and password, providing the functionality of remote interaction of the Subcontractor, Contractor, as well as Customers, including during placement of Applications and acceptance of the results of Works / Services.

1.8. **"Reporting Period"** - a calendar month in which the Works and / or Services were performed under the present Agreement.

1.9. **"Works and Services"** - works and services, the performance and provision of which by the Subcontractor upon Applications under this Agreement is available for the Subcontractor by using the System. The list of Works and Services available for reconciliation and further execution by the Subcontractor is posted in the Personal Account in the System.

1.10. **"Result"** - the result of the performed Works and Services rendered, which may include, among other things, Objects of intellectual rights.

1.11. **"System" ("Online Service")** - a software and hardware complex, in respect of which the Contractor possesses exclusive rights, located at the website address on the Internet [app.yougo.money](http://app.yougo.money) (including all levels of such a domain, including its mobile version, both functioning at the date of entry into force of the Agreement, as well as launched and put into operation during the entire term of this Agreement), through which the legally significant interaction of the Parties to this Agreement and third parties involved by the Parties is ensured. The system is used by the Subcontractor in order to create a Personal Account, Applications reconciliation, Results transferring, interaction with the Contractor, Customers, as well as for other purposes in accordance with the terms of Special Documents.

1.12. **"Special Documents"** - documents, including regulating certain issues of using the System, posted in the System and available to the Subcontractor through the User interface. By entering into this Agreement, the Subcontractor unconditionally agrees with the Special Documents, which are considered an integral part of this Agreement and can be changed by the Contractor unilaterally at any time, becoming binding on the Subcontractor from the moment they are posted in the System.

## **2. SUBJECT OF AGREEMENT**

2.1. Under this Agreement the Subcontractor undertakes to perform the Works and / or provide Services within the framework of the agreed Applications using the Online Service (System), and the Contractor undertakes to accept the provided Services and / or the results of the Works performed through the Online Service, as well as pay the Remuneration to the Subcontractor for the Services rendered and / or Works performed provide Services under the terms of this Agreement.

2.2. The Parties acknowledge that the use by the Parties and third parties involved by them of the Online Service in the process of agreeing, performing and accepting Works and Services is an essential condition of this Agreement. A prerequisite for the performance of Works and the provision of Services is the registration of the Subcontractor in the System and gaining access to the User interface in the manner prescribed by the Special Documents.

2.3. The Subcontractor performs the Works and renders the Services under this Agreement in accordance with the agreed Applications available in the Personal Account. At the time of acceptance of the Application in the Personal Account, the Subcontractor is deemed to have approved the application and legally obliged to perform the Works / provide Services on the terms of such Application (including by the type and volume of Works / Services, the terms for the completion and submission of the Result, the amount of the Remuneration and all the other terms specified in the Application).

2.4. The terms of the agreed Applications cannot be changed by the Subcontractor unilaterally. Thus the Applications are placed in the Personal Account as soon as the Contractor needs it; the Contractor has no obligation to submit any Applications for the Subcontractor's approval. None of the terms of this Agreement can be interpreted otherwise.

2.5. The Subcontractor has no right to involve third parties for the purpose of performing the Works and / or providing the Services under this Agreement, unless otherwise is expressly agreed according to the terms of the relevant Application.

2.6. The Subcontractor to directly interact with the Customers on issues related to the performance of Works and / or the provision of Services under the agreed Applications. Such interaction between the Subcontractor and the Customers does not rise any employment relationship, relationship of hired labour and any other similar relationship between the Subcontractor and the Customers.

2.7. In cases where it is necessary to use the Objects of intellectual rights provided by the Contractor, Customers for the purpose of performing the Works and / or providing Services under the relevant Application, the Subcontractor shall have the right to use such Objects of intellectual rights during the entire period of performance of the Works and / or the provision of Services under the Application for the purposes of performing the Works and creating the Result of the Works and / or for the purposes of providing the Services, without the right to transfer such Objects/materials to other persons. After the acceptance of the Works performed and the Result of the Works performed and / or the acceptance of the Services provided by the Contractor, the Subcontractor do not retain any granted rights to the Objects of Intellectual Rights.

### **3. DELIVERY–ACCEPTANCE OF WORK AND SERVICES**

3.1. Upon completion of the Works under the relevant Application, the Subcontractor transfers the Result to the Contractor. The transfer of the Result is carried out through the Personal Account, and the transfer of the Result is possible through electronic communications (including e-mail) without using the Personal Account. However, in any case, registration and confirmation of the fact of delivery and acceptance of the Result is carried out through the Personal Account in accordance with the procedure below.

3.2. After the transfer of the Result / completion of the provision of Services within the framework of the relevant Application, the Contractor (or the Customer) through the Personal Account accepts the Result / Services, or sends a reasoned refusal to accept within 20 (Twenty) calendar days from the date of receipt by the Contractor of the Result / completion of the provision of Services under the Application.

3.3. With regard to the Works / Services that are intended for the Customers, the Subcontractor agrees that the acceptance of the Services and the Results of the Works, as well as sending the refusal to accept, can be carried out directly by the Customers through the System. At the same time, the Customers are authorized to make any claims regarding the quality, completeness, terms and other parameters of the Works performed and the Services rendered directly to the Subcontractor without involving the Contractor. The Subcontractor also makes claims and requirements to the Customers in connection with the specified Works / Services exclusively to the Customers, without involving the Contractor and other third parties besides the Customers.

3.4. The Works / Services are considered to be performed / rendered by the Subcontractor and accepted at the time of displaying on the page of the corresponding Application in the System status *"Execution accepted"* or another similar mark. The conditions of this clause also apply to cases when the Results are transferred / Services are provided without using the Personal Account. The said acceptance of the Services / Works is the basis for payment of a proper Remuneration to the Subcontractor.

3.5. During not later than 15 (Fifteen) calendar days from the end of each Reporting period in which the acceptance of the Works / Services took place, an Acceptance certificate becomes available to the Subcontractor in electronic form through the Personal Account in the System, containing information about the Works / Services performed and accepted in the Reporting Period, and about

the cost of such Works / Services. The Certificate is provided only in electronic form by posting it in the Subcontractor's Personal Account.

#### **4. INTELLECTUAL RIGHTS**

4.1. In all cases, when performing Works / rendering Services, the Subcontractor actually creates or uses the Objects of Intellectual Rights, regardless of whether it is indicated in the relevant Application or not, the following provisions (clauses 4.1.-4.3.) apply, unless otherwise expressly provided in the relevant Application:

4.1.1. The Subcontractor undertakes not to use the Objects of intellectual rights of other persons (unless otherwise directly follows from the Application), and not to violate the Intellectual Rights of third parties; and also not to use the Objects of intellectual rights on the basis of open licenses, if the terms of such licenses do not provide for the possibility of free and gratuitous use in commercial activities by any person;

4.1.2. Upon completion of the execution of the Application at the time of acceptance of the Works / Services through the Personal Account (regardless of whether the Contractor or directly the Customer made the acceptance), the Subcontractor shall be deemed to have fully and irrevocably transferred the Intellectual Property Rights to the Contractor to all the Objects of Intellectual Rights that are part of the Result, for the entire period for which such Intellectual Property Rights are protected by the applicable law, without restrictions and encumbrances. If, due to applicable law or other reasons beyond the control of the Parties, Intellectual Property Rights cannot be alienated (transferred), the Subcontractor grants the Contractor an unlimited exclusive worldwide license for the entire term of the Intellectual Property Rights for the use of the Object of Intellectual Rights in any way without restrictions, including with the right of processing, as well as with the right to transfer the license to any third parties, grant sublicenses to any third parties with the same scope of rights that is granted to the Contractor in accordance with this Agreement;

4.1.3. Intellectual rights are alienated to the Contractor in full to the extent possible in accordance with applicable law. When transferring the Result, the Subcontractor does not retain any rights in relation to the Objects of Intellectual Rights, including the right to use, dispose of, assign, alienate, transfer or grant licenses or any other rights in relation to such Objects of Intellectual Rights to any third parties;

4.1.4. At the request of the Contractor, the Subcontractor undertakes at its own expense to take all the necessary actions, sign, draw up and transfer to the Contractor all the necessary documents required for the legal registration of the alienation in favor of the Contractor (the Customers) of the intellectual rights to the Objects of intellectual rights created by the Subcontractor, as well as provide the Contractor (the Customers) with any other assistance in obtaining, registration and / or protection of the Contractor's (Customer`s) rights to the Objects of intellectual rights created by the Subcontractor in the performance of Works / provision of Services according to the Applications under the present Agreement.

4.2. The Subcontractor represents and warrants to the Contractor, the General Contractor and to the Customer that:

4.2.1. The subcontractor will be the sole and only author of any and all Objects of Intellectual Rights created in the performance of the Works/rendering Services on Applications under the Agreement;

4.2.2. Objects of intellectual rights created and alienated under the Agreement, Intellectual rights in such Items or their use or disposition as Contractor, General Contractor, Customer, and any third parties not will infringe any third party patent, copyright, to production secrets (know-how) and any other rights in relation to intellectual property or any other property rights, whether contractual or legal and also that the created Objects of Intellectual Rights under no circumstances will include any copyrighted works, secrets production (know-how), or other confidential information or intellectual property of any kind improperly obtained by the Subcontractor;

4.2.3. use of the Objects of Intellectual Rights, possession and disposal of them after their alienation by both the Contractor, the General Contractor, the Customer, and any third party, will not require any license, permission or consent from any third party, or the payment of any royalty, license

payment or any other payment to a 4.2.4. Objects of intellectual rights created and alienated under the Agreement will not contain and will not use any trade secrets (know-how), any confidential information or intellectual property, owned by third parties, in the absence of a valid license agreement, allowing the use of certain production secrets (know-how), or certain confidential information or intellectual property, owned by third parties for the purpose of creating Objects of Intellectual Rights according to Agreement;

4.2.5. if the Objects of Intellectual Rights created and alienated under the Agreement will contain or use any code, module or program that may be classified as, or are, open source software code, then such built-in objects will be used as part of Objects intellectual property rights based on licenses allowing the use of such objects in any commercial computer program or database, as well as in commercial activities;

4.2.6. at the time of alienation of the exclusive right to each Intellectual Property created under this Agreement, there will be no infringement or threat of infringement of any rights to such Intellectual Property by third parties;

4.2.7. as in the process of creating Objects of Intellectual Rights until the moment of alienation Intellectual rights, and after the alienation of Intellectual rights to relevant Intellectual Property Rights Subcontractor will not enter into any transactions on the alienation of intellectual rights to the Objects of intellectual rights to any person other than the Contractor/Customer, and will not conclude any transactions on the provision license or other permission to use or operate the Facilities intellectual property rights of any third party, or any transactions that may prevent or otherwise prevent the Contractor / Employer from possessing or exercising intellectual rights to the Objects of intellectual rights, as well as use, exploitation and/or transfer and / or alienation of the exclusive right to the Customer for the Objects of Intellectual Rights and/or any of their elements and derivatives;

4.2.8. The Subcontractor grants both the Customer and any third parties permission disclose, make public, use and permit others to use the performance of the Works / Services within the Applications under the Agreement Objects of intellectual rights or any of their elements or parts indicating the name of the Subcontractor as the author of the intellectual property rights objects, or anonymously, or without such indication on the sole discretion of both the Customer and any third party. Subcontractor hereby warrants that the Subcontractor will not, under any circumstances, object to anonymous use of the Objects of Intellectual Rights both by the Customer and by any third party or use of the Objects of any third party;

Intellectual Rights with the indication of the Customer or any third party as the owner of the exclusive right to the Objects intellectual rights. The Subcontractor expressly agrees that the Reward constitutes an appropriate remuneration required in accordance with the applicable legislation, for the creation, use and alienation of all rights (including exclusive right) to the Objects of Intellectual Rights in full, and what The Contractor, General Contractor, Customer, and any third parties are not obliged pay the Subcontractor no additional amounts of remuneration for the Objects intellectual property rights, both now and in the future. By this Subcontractor provides its express consent to the implementation of any modification, corrections, reductions, changes, or any other processing of the Objects intellectual rights both by the Contractor, the General Contractor, the Customer, and by any third parties, and represents and warrants that any such modification will not be a violation of the personal non-property right of the Subcontractor to protect the Objects intellectual rights from misrepresentation. The subcontractor also warrants that if The Contractor, the General Contractor, the Employer will cede by way of alienation or by any otherwise, intellectual rights to the Objects of intellectual property rights in full to any third party, all permissions, consents and warranties set forth in this clause of the Agreement will apply to the use of the Objects intellectual property rights of such third party.

4.2.9. if the Subcontractor uses any intellectual property of third parties when creating the Objects of Intellectual Rights, then the Subcontractor has received from all such third parties express permission to use the relevant intellectual property to create Objects of Intellectual Rights and subsequent use of such third-party intellectual property as part of Objects of intellectual rights.

4.3. The Subcontractor acknowledges and agrees that, with respect to those accepted by the Customer Works/Services, guarantees in relation to the Objects of intellectual rights created Subcontractor at the request of the Customer, for requirements related to such Works / Services

and / or Objects of Intellectual Rights, the Customer has the right submit claims directly to the Subcontractor, while the venue of the dispute between the Customer and the Subcontractor is the location of the Customer. Subcontractor also acknowledges and agrees that the Customer has the right to engage a Subcontractor, and The subcontractor undertakes to act as a third party on the side of the process the Customer according to the requirements presented to the Customer as a result of the use results of Works / Services and / or Objects of Intellectual Rights created Subcontractor at the request of the Customer.

## **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

5.1. The Subcontractor is obliged to:

5.1.1. perform Works and provide Services in set terms, high-quality and proper manner;

5.1.2. independently perform all the functions of a taxpayer in connection with the performance of Works / Services in accordance with the legislation of the country at the location of the Subcontractor except for the cases stated in Section 6.8. of this Agreement;

5.1.3. comply with the requirements established by Special Documents and other requirements for the use of the System;

5.1.4. comply with the requirements and guarantees set forth in clauses 11.7-11.9 of the Agreement, and if the Subcontractor is included in any country's sanctions lists, registers of foreign agents, lists of extremist organizations / persons, lists of terrorist organizations / persons, to stop execution of the Application(s) and notify the Contractor in writing within one calendar day from the date of inclusion in such lists / registers / lists;

5.1.5. to timely response to the Contractor's requests (notices), transfer information required for performance of the present Contract.

5.2. The Subcontractor has the right to:

5.2.1. terminate unilaterally this Agreement in accordance with the terms of the Agreement.

5.3. The Contractor is obliged to:

5.3.1. provide the Subcontractor with the possibility of using the Personal account in the System including by accepting Applications, submission of the provided Services and / or performed Works, transferring the Results of the performed Work through the Personal Account on the terms of the Contractor's Special Documents;

5.3.2. accept the performed Services and / or completed Works;

5.3.3. pay Remuneration to the Subcontractor for the Services provided and / or Works performed and the Results of the Works performed;

5.4. The Contractor has the right to:

5.4.1. demand from the Subcontractor the timely, proper and high-quality performance of the Works and the provision of Services within the framework of Applications using the System;

5.4.2. terminate unilaterally this Agreement in accordance with the Agreement.

5.4.3. to perform from time to time preventive works in the System with interruption of its operation

## **6. REMUNERATION AND SETTLEMENTS**

6.1. The amount of the Subcontractor's Remuneration for the performance of Works and the provision of Services under this Agreement is agreed in Applications through the Personal Account in the System.

6.2. The Remuneration of the Subcontractor for the performance of Works / Services on Applications under this Agreement includes a fee for the alienation of Intellectual Property Rights for all Objects of Intellectual Rights created by the Subcontractor while performing the Works / provision of Services under this Agreement, as well as (when applicable) a license fee for the use of Objects of Intellectual Rights included in the Result.

Besides the Remuneration agreed by the Parties in the Applications, the Contractor does not pay to the Subcontractor any additional amounts of payment for the alienation (license fees for use) of Intellectual Rights to the Objects of Intellectual Rights created / used by the Subcontractor in the performance of Works / provision of Services under this Agreement.

6.3. Remuneration to the Subcontractor for Works / Services under this Agreement in the relevant Reporting Period, consists of the amounts of Remuneration for all Works and Services within the agreed Applications.

6.4. The Contractor is obliged to pay for the remuneration for the performed Works / Services in no later than 60 (Sixty) calendar days after the end of the Reporting period in which the Works / Services were performed, based on the corresponding Certificate issued in electronic form in the Subcontractor's Personal Account, on condition that the Subcontractor provides proper payment details. The invoice is automatically generated by the Contractor on behalf of the Subcontractor.

6.5. The currency of Subcontractor's Remuneration for performance of Works / rendering of Services within the scope of the relevant Application shall be indicated to the Subcontractor by means of the Personal Account. At the time of acceptance of the Application in the Personal Account, the Subcontractor is deemed to have approved the currency of Remuneration for its execution.

6.6. All taxes are included in the Subcontractor's Remuneration and are paid by him independently and at its own expense except for the cases stated in Section 6.8. of this Agreement.

6.7. All fees, bank commissions, expenses and other costs in connection with performance of Works / rendering of Services or the payment of the Remuneration are paid by the Subcontractor independently and at its own expense. The Subcontractor also accepts and agrees to all risks associated with conversion and changes in currency exchange rates, these risks shall be at the Subcontractor's own cost and expense.

## **7. ELECTRONIC SIGNATURE OF THE SUBCONTRACTOR**

7.1. The Subcontractor takes the responsibility for the safety and non-disclosure of login and access password, created by the Subcontractor when registering a Personal account in the System. Such login and password are recognized as the electronic signature of the Subcontractor and are equated to the handwritten signature of the Subcontractor under this Agreement, its execution, amendment, termination.

In this case, the Subcontractor's login is deemed as the electronic signature, and the password to Subcontractor's Personal Account is the key of the electronic signature.

7.2. The Subcontractor is prohibited from disclosing login and access password to the Subcontractor's Personal account to any person that is not authorized to act on behalf of the Subcontractor.

7.3. During accessing the System using the login and access password of the Subcontractor, it is considered that the access and all the actions performed through the Personal Account of the Subcontractor are provided directly by the Subcontractor. All risks of using and gaining access to

the System using the login and access password of the Subcontractor by any unauthorized third party shall be borne by the Subcontractor.

## **8. CONFIDENTIALITY OF INFORMATION TRANSFERRED**

8.1. All information whether of a technical, production, administrative, economic, marketing, business, financial nature or otherwise (oral, written, visual or other) transferred by the Contractor or by the Customers to the Subcontractor in connection with or for the purpose of executing this Agreement is confidential, unless otherwise expressly and in writing agreed by the Contractor or by the Customer according to the terms of the relevant Application.

8.2. The Subcontractor hereby undertakes to keep all confidential information in the strictest confidence, not to disclose such information to any third party, and to use such information only for the purpose of performing work / rendering services under this Agreement.

8.3. Obligations to maintain the confidentiality of confidential information shall be in effect for the entire duration of this Agreement and for 3 (three) years from the date of its expiration (termination), unless otherwise agreed by the Contractor or the Customer that transferred the information. The obligation to maintain the confidentiality of the confidential information set forth in this paragraph shall not apply to information that: was in the public domain at the time of transfer to Subcontractor or became public through no fault of Subcontractor; or was known to Subcontractor prior to transfer by Contractor or Customers.

8.4. If confidential information will be disclosed or distributed as a result of a breach committed by the Subcontractor, the Subcontractor shall compensate in full for any damage suffered by Company or Customers. At the same time, the Subcontractor agrees that the Customers, that transferred the information or that the information relates to, may submit claims and demand compensation for losses / damage directly from the Subcontractor.

## **9. FORCE MAJEURE CIRCUMSTANCES**

9.1. The Parties are exempt from liability for non-fulfillment or improper fulfillment of their obligations under this Agreement in the event of force majeure circumstances that directly or indirectly interfere with the execution of this Agreement, that is, such circumstances that are independent of the will of the Parties could not have been foreseen by them at the time of conclusion by the Parties of this Agreement, and cannot be prevented by reasonable means when they occur.

9.2. Force majeure circumstances include: war and hostilities, illegal actions of third parties, uprisings, epidemics, earthquakes, floods and other natural disasters, as well as the adoption by the authorities of acts, prohibitions and restrictions that directly or indirectly affect the subject of this Agreement and the possibility of its execution any of the Parties.

9.3. The Party affected by force majeure circumstances is obliged to notify the other Party in writing within a reasonable time about the occurrence, type and possible duration of the relevant circumstances.

9.4. The onset of force majeure circumstances extends the period for the performance by the Party affected by the force majeure circumstances of the contractual obligations under this Agreement for a period equal to the validity period of the circumstance that has occurred plus a reasonable time for the proper performance of the contractual obligations by the relevant Party.

9.5. If the circumstances provided for in this Section last more than 2 (Two) months, the Parties jointly determine their further relationship under this Agreement.

## **10. GOVERNING LAW. SETTLEMENT OF DISPUTES**

10.1. This Agreement is drawn up in accordance with the legislation of the England and Wales, and in everything that is not directly regulated by this Agreement, the law applies to the relations of the



Parties related to the conclusion, performance (including non-performance / improper performance), termination, invalidity of this Agreement shall be applied the legislation of the England and Wales.

10.2. The Parties undertake to take reasonable measures to ensure that any controversial issues, disagreements, or claims arising during fulfilling the obligations of the Parties under this Agreement are settled through negotiations between the Parties.

10.3. In case of a claim receipt from another Party, the Party, the recipient of the claim, is obliged to consider the claim and submit to the other Party proposals for the settlement of the claim, indicating the terms of settlement through the Personal Account or by email within 20 (Twenty) calendar days from the date of receipt of the claim.

10.4. If the Parties fail to come to an agreement within 60 (Sixty) calendar days from the date of the start of negotiations, arising from this Agreement or in connection with it all disputes, disagreements or claims including concerning its execution, violation, termination or invalidity must be referred to the LCIA.

## **11. GENERAL PROVISIONS**

11.1. If the last day of the period established by the Agreement for the performance of certain actions comes on a day that is a non-working day according to the legislation at the location of the Party performing the corresponding action, or a non-working day for the banks and other financial organizations involved, in this case, the next work day following is considered to be the day of ending of the period.

11.2. If any provision of this Agreement is found to be invalid or otherwise unenforceable, such provision, as far as possible, is deemed to be severed from this Agreement, and the remaining provisions continue to apply as if the severed clause did not exist in the Agreement.

11.3. The Subcontractor shall not be entitled, without the prior written consent of the Contractor, to fully or partially assign its rights and obligations under this Agreement to third parties. The Contractor has the right to assign its rights and obligations under this Agreement to third parties in whole or partially, with subsequent notification of the Subcontractor about the assignment.

11.4. If any demands/claims are raised against the Contractor, the General Contractor, the Customer by the regulatory authorities due to the fact that the Subcontractor has violated the obligations stipulated in clauses 5.1.4 and 5.1.5 of the Agreement, the Subcontractor is obliged to compensate for all losses resulting from such claims/claims.

11.5. The relations of the Parties under this Agreement, as well as the relations between Parties and the General Contractor, Customers, that are the clients of the Contractor, are not and under no circumstances can be regarded as relations of agency, surety, partnership, joint ventures, etc.

11.6. Contractor shall be entitled to amend, suspend or terminate the present Agreement at any time at its own discretion with subsequent notification of the Subcontractor about that. The current version of the Agreement shall be publicized on the website [yougo.money](https://yougo.money) (in the System). The Subcontractor undertakes to independently familiarize with the terms of the Agreement and all amendments to it. If the Subcontractor continues to accept the Applications or to perform Works/render Services after publication of amendments (Agreement with amendments) it shall be deemed that the Subcontractor has accepted the terms of the most recent version of the present Agreement. If the Subcontractor does not agree with amendments the Subcontractor may terminate the present Agreement by sending to the Contractor the request to terminate the Agreement and Personal Account.

11.7. In accordance with applicable law, the Subcontractor

11.7.1. guarantees to the Contractor, the General Contractor, the Customer that at the time of conclusion of the Contract and during its validity period:

11.7.2. The Subcontractor and/or third parties involved in the execution of the Application do not place any advertising materials of the Customer/Contractor on the information resources of foreign agents.

11.7.3. The Subcontractor undertakes to compensate for any losses incurred as a result of providing false guarantees specified in this paragraph 11.7, including property sanctions from third parties, fines from government agencies based on a reasoned claim within 10 working days from the date of receipt of the claim.

11.8. In case of inclusion of the Subcontractor and/or a third party engaged by him to fulfill the Application in the registers specified in clause 11.7. of this Agreement, the Subcontractor undertakes to immediately stop performing Works and/or providing Services and notify the Contractor and the Customer in writing within one calendar day from the date of inclusion in such registers.

11.9. Until the Subcontractor and/or a third party engaged by him to execute the Application is included in the registers specified in clause 11.7. of this Agreement, the Application partially executed by the Subcontractor and accepted in accordance with the procedure provided for in Section 3 of this Agreement is subject to payment for the Services actually rendered / Work performed. Any sanctions and/or revision of the cost of the Application related to the circumstances specified in paragraphs 11.7.-11.9. of this Agreement, reduction of their scope and/or refusal of the Customer or Contractor from the services provided, are not subject to application.