**SAMPLE CONDITIONS OF INTRODUCER AGREEMENT**

**Please note, that the below conditions are not a public offer and published only as a sample for general familiarization purposes. In case you are interested in becoming our introducer you should conclude an individual agreement with us, which conditions may differ.**

1. **INTRODUCTION**
	1. Both Parties, by entering into this Agreement, indicate their mutual understanding and reciprocal obligations and duties to the other, more specifically, the Introducer shall provide the Services and the Company accepts it;
	2. Each Party represent, warrant and undertake that it has the full right, power, legal capacity and authority to perform its obligations under this Agreement, subject to any regulatory approvals and furthermore confirm that, to this date, is of good standing and reputation, managed by persons (if not a natural person), holding the required qualifications, experience and skills;
	3. The Parties confirm that this Agreement does not conflict with, or breach term(s), condition(s) or default under any other agreement to which it is a party;
	4. The Parties are duly represented by the authorized persons, whom have the legal capacity to enter into and execute this Agreement, whereby this Agreement will be legally binding on both Parties;
	5. Each Party warrant that there is no action, suit, or proceeding at law or in equity now pending or, to its knowledge, threatened by or against or affecting it which would substantially impair its right to carry on its business, as contemplated herein, or to enter into or perform its obligations under this Agreement, or which would adversely affect its financial condition and/or operation;
2. **CONDITIONS**

* 1. **DEFINITIONS**

**“Applicable Laws”:** all applicable laws, statutes, regulations, ongoing and from time to time, in force and applicable to the Parties;

**"Confidential Information"** means: (i) patents, copyrights, trade secrets, apparatus, equipment, algorithms, software programs, software source documents and formulae related to the current, future, and proposed products and services of a Party (the “Disclosing Party”), the Disclosing Party’s suppliers, and/or the Disclosing Party’s customers; (ii) the Disclosing Party’s information concerning engineering, financial information, procurement requirements, purchasing, and manufacturing; (iii) any intellectual property of any third party licensed to or held or used by the Disclosing Party, and any confidential information of a third party held by the Disclosing Party; and (iv) with respect to the Lessor, the terms of this Agreement, the Documentation, and the Services. All of the foregoing may be Confidential Information whether transmitted or conveyed digitally, orally, in writing, or in the form of drawings, or as otherwise perceived or observed by the Party receiving the Confidential Information (the “Receiving Party”), in the course of the performance of its obligations under this Agreement. Each Receiving Party acknowledges that all Confidential Information has commercial value in the business in which the Disclosing Party is engaged. Confidential Information does not include information or data which is: (a) known to a Receiving Party prior to its receipt from the Disclosing Party without a limitation or obligation of confidentiality under another agreement; (b) independently developed by the Receiving Party without use of any Confidential Information, unless such information or data is developed in accordance with terms of this Agreement; (c) generally known to the public at the time of disclosure other than as a result of disclosure by the Receiving Party; or (d) received from a third party with a legal or contractual right to disclose such information or data;

**“Client(s)”** shall mean the Company’s customers who were introduced to the Company by the Introducer;

**“Force Majeure”** means any cause beyond reasonable control of the Parties including, but not limited to the following: an act of God, war, insurrection, riot, civil disturbance, act or attempted acts of terrorism, fire, explosion, flood, storm, theft, malicious damage, strike, lock-out, or other industrial dispute, third party injunction, national defence requirements, acts or regulations of National or Local Governments, Public Power Shortages, malfunctions, failures in public telecommunication or IT Services, or breakdown of other public infrastructures, inability to obtain essential power, raw materials, labour, malfunction of machinery or apparatus;

**“Intellectual Property”**: all intellectual property rights owned or used by the Lessor in connection with the business of Service Receiver (including trade-marks, service marks, business names, goodwill and the right to sue for passing off, domain names, and rights in confidential information) in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**“Person”** means a natural person/individual, partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization, government agency, political subdivision thereof or other entity;

**“Regulations”** refers to the normative legal acts of Vanuatu;

**“SPAM”** is defined as e-mailing, faxing, or telephoning anyone in bulk or individually in violation of all anti-spamming and applicable laws.

* 1. **INTERPRETATION**

* + 1. The Appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Appendices;
		2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

* + 1. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
		2. A reference to writing or written includes faxes, emails and/or other methods used for the communicaiton between the Parties.
1. **GENERAL**
	1. The Company and the Introducer shall act as Principal and not as an agent(s) of a third party;
	2. The Parties agree that the Introducer is an independent contractor and not an employee, agent, partner, legal representative, or franchisee of the Company;
	3. The Agreement and all transactions concluded, the terms and conditions of the Agreement, are subject to relevant rules and regulations. The Parties agree that the terms and conditions of this Agreement may conflict with the requirements set by the regulations therefore, in case of any conflict between provisions of this Agreement and applicable rules and regulations, applicable rules and regulations will prevail;
	4. Nothing in this Agreement limits or excludes any obligation of the Company to the Introducer, or vice versa, under applicable rules and regulations.

**NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:**

1. **RIGHTS AND OBLIGATIONS**
	1. **COMPANY**
		1. Reserves the right to request/obtain information, documents and information necessary for the provision of the Services;
		2. Reserves the right to involve third parties in the execution of this Agreement, in its sole discretion, who are highly qualified in the areas of knowledge required for the successful execution of this Agreement, whereby the Company shall be liable for the actions of such third parties;
		3. Shall not be liable for any errors and/or omissions of the governmental body/agencies;
		4. Reserves the right to provide product(s) and/or service(s) to clients, introduced by the Introducer, directly or indirectly;
		5. Reserves the right to change a compensation amount respectively in case products and/or services cost changes
	2. **THE INTRODUCER**
		1. Shall provide all necessary information for the performance of the Agreement, to the Company, within the required time frame, documents and/or any other type of information/data as may be required;
		2. Shall notify the Company of any circumstances which may affect the implementation of this Agreement, including but not limited to the change the location, personal details, during the provision of the Services;
		3. Shall provide timelessly the information required for the execution of this Agreement;
		4. Shall provide potential and clients of the Company, introduced by the Introducer, products and/or services description, manuals, promotional material and/or other information/goods, necessary for the performance of the Services under this Agreement.
2. **UNDERTAKINGS, LIABILITIES AND INDEMNIFICATION**
	1. The Introducer agrees to introduce clients to the Company. In consideration to the Introducer’s services, the Introducer shall be entitled to Compensation for the transactions performed by client(s) introduced to the Company, as per the relevant conditions, accepted by the Introducer, detailed in the Appendix 1;
	2. The Company will not acknowledge nor be held liable to clients or the Introducer for any advice, recommendation given or made by the Introducer to any client and/or any other activities that require licensing as per the relevant legislation(s), and the Introducer will indemnify the Company from any loss and/or liability arising from any such advice, recommendation and/or from any delay, default and/or neglect by the Introducer in relation to any client. The Introducer is liable to supervise activities of its officers, employees etc (if any) in order to be in compliance with the terms of this Agreement. The Company shall not be liable for any activities performed by the Introducer outside the scope of this Agreement and/or any damages that may be caused, directly or indirectly, by the Introducer to the third parties;
	3. The Introducer shall be familiar with the product(s) and/or services offered by the Company in order to be able to provide the Services;
	4. The Introducer shall be knowledgeable and capable of providing the initial customer service support to client(s) introduced to the Company by the Introducer;
	5. The Introducer shall not utilize SPAM in promoting the Company, including but not limited to unsolicited commercial e-mail, such action may result in the suspension/termination of this Agreement. The Introducer is solely responsible for e-mail sent by using Introducer’s own e-mail system or using the Company’ email system respectively;
	6. When promoting the Company, its products and/or services, business opportunity, digitally and/or online, the Introducer is required to use the information provided/approved by the Company;
	7. The Introducer should obtain the prior approval of the Company relating to marketing intended to be performed on any internet search engine, display, and/or on any of the Company’s websites, in other words, the Introducer should avoid “competitive marketing” against the Company;
	8. The Introducer hereby irrevocably waives its right to, and shall indemnify the Company and any member of the Company, including its directors, shareholders, officers and employees, for and against, any and all claim(s) and/or demand(s) made against the Company and/or any member of the Company, the directors, shareholders, officers, and employees or against any claims, in relation between the website controlled by the Introducer and relevant relation to the Company;
	9. The Introducer may, at own expense (unless otherwise agreed), carry advertisement campaign, as per the conditions provided by the Company, hold free or paid seminars, training sessions, courses or otherwise, to promote the products and/or services of the Company;
	10. The Introducer shall focus on introducing clients to the Company from region(s), agreed by the Parties;
	11. The Introducer undertakes and declares that the activity(ies) will be performed in professional and proper manner. The Introducer’s website(s) (if any), will not be engaged, directly/indirectly in any conduct that is illegal, improper, unfair and/or otherwise adverse to the operation and/or reputation of the Company;
	12. The Introducer acknowledges and agrees that in cases where any Regulatory body makes an inquiry, in respect of any subject matter, related to the execution of this Agreement and thereafter, if such required, the Introducer shall cooperate with the Company and provide any/all requested information instantly;
	13. The Introducer acknowledges that the Company may request additional documents/information, from the Introducer and forward the relevant information to third party/registered agent, should such be required for the execution of this Agreement;
	14. In cases where the Introducer has or, in the Company’s reasonable opinion, is likely to have, an indemnity and/or liability, the Company may, without prior notice:
3. withhold Compensation until the liability has been covered;
4. set off any Compensation subsequently accrued towards the settlement of relevant liability, until the liability has been covered in full;

5.15 The Company reserves the right to “put on hold” and/or reject any request(s) for transfer(s) of the Compensation, to the Introducer including but not limited to:

1. if and for as long as there exists any reasonable suspicion related to activities of the Introducer;
2. if complaints from client(s) are received and/or legal issue(s) arise;
3. should the Company have any dispute or doubt, for whatever reason, regarding the authentication of the person(s) making such request(s);
4. the Company believes that the transactions executed for client(s)’ accounts, introduced by the Introducer, are based on any form of abusive and/or illegitimate activity;

5.16 The Introducer undertakes to use methods related to referral marketing for the mutual benefit of both Parties under this Agreement, and any violation of any of the provisions of this Agreement may result in the suspension and/or termination of this Agreement, including forfeiture of the Compensation. The Company reserves the right to take legal action against the Introducer in cases where the Introducer is found violating provision(s) of this Agreement and/or acting mala fidei and against the best interests of the Company and/or its client(s) (including potential clients), being introduced;

* 1. The Introducer shall bear the responsibility for the operation of its business and/or any actions and/or omissions of the Introducer, its employees (if any) and/or any other authorized representative of the Introducer participating in the activities in connection herewith;
	2. Each Party shall notify the other Party immediately if it becomes aware that it is, or is likely to become, a Party to any legal action which relates to the Services (the “Claim”);
	3. Each Party shall indemnify, defend and hold the other Party and its officers, directors, employees and representatives, harmless from and against any and all claims arising from or related to (i) the other Party's negligence, willful misconduct or breach of this Agreement; or (ii) any claim for rights infringement by a third Party arising out of the other Party’s activities pursuant to this Agreement. Furthermore, the Introducer shall indemnify, defend and hold the Company and its officers, directors, employees and representatives, harmless from and against any and all claims arising from or related to operation of the Company’s business;
	4. The Company shall not be held liable in the event where the Introducer provides false and/or incomplete information or in case of discrepancies in the information provided by the Company. All changes and/or additions to the information initially provided shall be made at the expense of the Introducer;
	5. The Company shall not be held liable for the non-performance or improper performance of its obligations, under this Agreement, should the actions (or inaction) of the Introducer, prevent proper execution of this Agreement;

5.22 The Company shall not be held liable in cases where changes and/or adoption of the new legislations, by the relevant governmental body/authorities takes place, during the term of this Agreement;

5.23 Neither Party will be liable to the other Party for any indirect, special, incidental nor consequential damages (including lost profits) sustained or incurred in connection with the performance of this Agreement;

5.24 In cases of non/improper performance of obligations, of either Party, the violating Party shall compensate to the other Party for the relevant damage(s) caused;

5.25 In cases where the information obtained from the Company is used for any purpose other than specifically referred to within this Agreement, the Introducer shall be subjected to the penalty amount to minimum USD 1,000 (One Thousand).

1. **COMMENCEMENT AND DURATION**

6.1 This Agreement is for an initial term beginning on the Effective Date and continuing for a period of one (1) year (the “Initial Term”). At the end of the Initial Term, this Agreement shall be renewed each time for another term of one (1) year with the same terms and conditions as stated herein this Agreement by and upon the prior mutual agreement of both Parties (the “Renewal Term”). The Initial Term and Renewal Term shall be collectively referred to, within this Agreement, as the Term.

6.2 The Introducer understands that it must not hold the Company responsible if the Introducer fails to provide accurate relevant data or applicable information.

1. **SERVICES**
	1. The Introducer shall be compensated in accordance with the terms and conditions detailed within the Appendix 1, attached to this Agreement.
2. **CONFIDENTIALITY AND DATA PROTECTION**
	1. The Company covenants that, during and following the Term of this Agreement, without limitation, the Company will hold in confidence all information and will not disclose any such information to any person, except with the specific prior consent of the Introducer, or in cases where the legislative requirements request otherwise;

8.2 The Company will treat all information related to the Introducer with confidentiality, including information about the account(s) or otherwise, unless the Company is required to provide information about the Introducer by applicable legislation(s) and/or Court Order. In such case(s), the Company shall notify the Introducer immediately;

8.3 The Introducer hereby confirms, agrees and permit the Company to provide relevant personal data, should such be required, including but not limited to the information related to personal data obtained through the Know Your Client (Introducer) process, and the Introducer hereby waives any right to raise any claims in the future;

* 1. Confidential Information shall not include information which:
		1. is or becomes a part of the public domain through no act or omission of the other Party;
		2. was in the other Party’s lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party;
		3. is lawfully disclosed to the other Party by a third party without restriction on disclosure; or
		4. is disclosed by operation of law;
	2. For the avoidance of doubt, any and all know-how, information and knowledge gained by the Introducer, as a result of this Agreement, shall be and shall remain the Company’s sole property;
	3. Neither Party shall disclose to any third party the details regarding the execution of this Agreement including trade secrets, know-how, ideas, schematics and drawings, specifications and plans, concepts and methodologies incorporated therein, including without limiting the generality of the foregoing, including the information related to the activities of the Party, the operation, plans, business concepts, marketing plans, financial information or any other information as Confidential Information nor shall it make copies of such Confidential Information or any content of, unless requested to do so by the other Party and shall not use the Confidential Information other than solely for the benefit of the other Party;

8.7 The Company may record and/or monitor telephone conversations and written correspondence between the Parties for security purposes.

1. **INTELLECTUAL PROPERTY RIGHTS**
	1. All materials, including, but not limited to, software, programs, source code and object code, advertising material, specifications, documents, researches, abstracts and summaries developed and/or provided by the Company, in connection with the provision of this Agreement, to the Introducer, shall belong exclusively to the Company;
	2. The Introducer shall, upon the request of the Company and/or upon termination of this Agreement, deliver promptly to the Company the records and materials, if such requested by the Company;
	3. The Intellectual Rights related to the product(s) and/or service(s), offered by the Introducer, not relatd to this Agreement, belong to the Introducer.
2. **FORCE MAJEURE**

10.1 No party shall be liable for any default or delay in the performance of its obligations under this Agreement (including but not limited to breach) if and to the extent such default or delay is caused, directly or indirectly, by circumstances beyond a Party’s reasonable control, except to the extent that the non-performing party is at fault in failing to prevent or causing such default or delay, and provided that such default or delay cannot, by commercially reasonable efforts of the non-performing Party, be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means;

* 1. If either Party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, that Party shall:
1. Promptly serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure and the measures it is taking to remedy and/or mitigate the effects;
2. Use all reasonable endeavors, without being obliged to incur any expenditure, to mitigate the effects of Force Majeure and/or bring the Force Majeure event to a close, or find a solution by which this Agreement may be performed despite the continuation of the Force Majeure event;
3. Have no liability in respect of the performance of its obligations which are prevented by the Force Majeure events during the continuation of such Events; and
4. Upon cessation of the Force Majeure event, use its reasonable endeavours to recommence its affected operations in order for it to perform its obligations;

10.3 If the event of Force Majeure continues for 90 (ninety) days, at that point, either Party may terminate this Agreement immediately.

1. **INDEPENDENT SERVICE PROVIDER**
	1. The Introducer is not an employee, agent, representative nor has any authority, association or connection whatsoever with the Company, other than specifically contemplated in this Agreement. The Introducer shall not represent this Agreement as a partnership, affiliation and/or a joint venture, unless otherwise agreed by both Parties in writing;

11.2 this Agreement shall be deemed to create an arrangement between the Parties whereby no Party possesses the power or authority to bind the other, or to assume or create any obligation or responsibility, expressed or implied, on behalf of the other, and no Party shall represent to anyone possessing such power or authority, except to the extent that such is required for the performance of this Agreement.

1. **REPRESENTATIONS AND WARRANTIES**

Each Party hereby represents and warrants to the other Party that:

12.1 It has the full power and authority to execute this Agreement and to consume/perform obligations contemplated hereby. All corporate actions on its part necessary for the authorization, execution, delivery and performance of all obligations made under this Agreement have been taken;

12.2 Neither the execution of this Agreement nor the performance of the terms hereof nor the consummation/performance of the transactions contemplated hereby will conflict with, or result in a violation of, or constitute a default under its corporate documents (if any) or any agreement or other instrument to which it is a party or by which it is bound, or to which any of its properties are subject, nor, to its knowledge, will the performance by it of its obligations hereunder violate any law, consent, permit, rule, regulation or order of any court, or any governmental agency or body having jurisdiction over it;

12.3 No consent, approval, order, license, permit, action by, or authorization of, or designation, or declaration, on the part of it is required, that has not been obtained or shall not be obtained by it prior to the date hereof in connection with the execution, delivery and performance of this Agreement;

12.4 This Agreement has been duly and validly authorized and executed by it and upon its execution by it, will constitute its valid and binding obligation, and subject to all applicable laws; will be enforceable against it in accordance with its terms;

* 1. Any information provided regarding financial status of operations, provided by either Party, is accurate and not misleading any way;
	2. The Introducer does not act as a Third Party’s trustee;
	3. The Introducer shall provide the Company promptly with any changes that may affect operational and/or regulatory status (if any).
1. **AMMENDMENT AND TERMINATION**
	1. The terms of this Agreement may be amended by mutual consent of the Parties;
	2. Either Party may terminate this Agreement, by providing the other Party with the minimum sixty (60) days prior written notice of termination, upon settling the outstanding commitments;
	3. Either Party may terminate this Agreement in case of voluntary or involuntary liquidation and/or bankruptcy;
	4. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
		1. the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

* + 1. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a Company);
		2. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a Company);

* + 1. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
	1. The Company may terminate this Agreement, at its sole discretion, by giving a written notice to the Introducer, with an immediate effect, if:
		1. the Introducer and/or the clients introduced to the Company through the Services fails to pay any amount due, and remain in default without an approval received from the Company;

* + 1. the Introducer commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 3 days after being notified by the Company in writing, to do so;
	1. All notifications shall be deemed to be made by sending such notice via durable medium, to the representative(s) of the Parties.
1. **SETTEMENT OF DISPUTES; GOVERNING LAW AND JURISDICTION**
	1. This Agreement shall be governed by and construed in accordance with the laws of Vanuatu without regard to its conflict of laws’ provisions. The parties hereto submit to the exclusive jurisdiction of the competent courts;
	2. Disagreements and disputes that may arise, during the term of this Agreement, shall be settled by negotiation between the Parties;
	3. All disputes and controversies, which may arise between the Parties during performance of this Agreement or any of its certain clauses, should be settled through negotiations. Both Parties agree to exercise all their benevolence and try and find ways to solve any kind of dispute arising from the implementation of this Agreement by way consulting one another and trying to find amicable solutions. If, however, no amicable solution can be reached, the Parties agree that any dispute will submit to the exclusive jurisdiction of Vanuatu Courts;
	4. Nothing in this Agreement shall prevent bringing proceedings against the Introducer in any jurisdiction;
	5. Each Party irrevocably waives any objection that it may have, at any time regarding (a) to the venue of any proceedings brought in the courts of Vanuatu, (b) jurisdiction of the court in relation to other Party;
	6. Each Party waives its right to a trial by jury in connection with any such action or judicial proceeding;
	7. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Party. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against either Party.
2. **MISCELLANEOUS**
	1. **ENTIRE AGREEMENT**

This Agreement constitutes the complete understanding and agreement of the Parties and supersedes all prior negotiations, understandings and agreements with respect to the subject matter of this Agreement. This Agreement may not be altered, amended, modified or supplemented in any respect except by a writing signed by an authorized representative of each Party;

* 1. **SEVERABILITY**

If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, the validity or enforceability of any or all of the remaining portions shall not be affected;

**15.3 ASSIGNMENT**

Neither Party shall be entitled to assign, transfer or sell any of its rights pursuant to this Agreement, or delegate any of its duties pursuant to this Agreement, without the express prior written consent of the other Party. Any attempted assignment, transfer, sale or delegation in violation of this Section shall be void. Any assignment of any of the parties' rights under this Agreement shall not impair the other Party’s rights under this Agreement;

* 1. **SUCCESSORS AND ASSIGNEES**

Subject to any provisions herein with regard to assignment, all covenants and agreements herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto;

* 1. **NOTICES**

Unless otherwise agreed to by the Parties in writing, all notices required under this Agreement will be deemed effective when received and made in writing, by either (i) registered mail or certified mail, return receipt requested, (ii) overnight mail or express courier, in each case addressed and sent to the address and to the attention of the Party executing the Agreement or that person’s successor, or (iii) by e-mail appropriately directed to the attention of the Party executing the Agreement or that person’s successor or any other method agreed by the Parties;

* 1. **NO IMPLIED WAIVER**

The failure of a Party to require performance of any provision of this Agreement shall not be construed as a waiver of that Party’s rights to insist on performance of that same provision, or any other provision, at some other time. No right may be waived except in a writing signed by the Party entitled to assert the right. The waiver by a Party of any right created by this Agreement in one or more instances shall not be construed as a further continuing waiver of such right or any other right created by this Agreement;

* 1. **HEADINGS**

Headings to sections herein are for the convenience of the parties only and are not intended to be or to affect the meaning or interpretation of this Agreement;

* 1. **RISKS**

The Introducer acknowledges and accepts that any services provided online are subject to the internet’s inherent risks. Although, the Company takes reasonable security precautions and measures, the Introducer also acknowledges and accepts that, the Introducer may also be exposed to unauthorized programs transmitted by third parties, electronic trespassing and/or the failure of information and data to reach their intended destinations and/or erroneous receipt or misdirection of such information. Although the Company and its affiliated parties’ actions, privacy and security policies are designed to reduce the above-mentioned risks, the Company cannot fully guarantee their elimination. Therefore, the Company shall not be liable for any breach of confidentiality of information transmitted via internet caused any of the events mentioned in this clause;

* 1. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same Agreement.