

## AGENCY (MEDIATION) CONTRACT

### Yerevan

This public offer to sign agency contract is made by "Globbing" LLC, registered which is registered in the Republic of Armenia and operates under the legislation and to all the subjects of civil law, who want to buy goods for their personal use abroad and transfer them to the Republic of Armenia.

"Globbing" Limited Liability Company reserves the right to reject this public contract with people, who will arouse suspicions in proper performance of their duties defined in this Contract.

In accordance with the Contract:

"Globbing" Limited Liability Company (hereinafter referred as Agent), in the person of director, acting on the basis of the company's Charter on the one hand, and the conditions of this Agency Contract, and joined person as defined by this contract (hereinafter referred as Principal), on the other hand, entered into this Contract as follows:

### 1. SUBJECT OF CONTRACT

1.1. In accordance with this Contract, according to the parties' agreement the Agent must at the expense of and on behalf of customers perform the following actions:

- By the principal's assignment and by the Principal's prior choice in accordance with the Annex that is an integral part of this Contract, or online by the Principal's order (hereinafter Order), purchase the Order and/or organize the shipment of the Order to the Principal's address.
- The preferred method of shipment is determined by making note in the Order.
  - G-Express
  - G-Standard

1.2. The Contract is valid from the date of acceptance of this offer till transfer and acceptance of the Principal's Order and the full payment for the Order.

1.3. The Principal must pay for the Order in prepaid method, in condition that additional costs incurred by the agent and the agent's remuneration will be paid at the time of receiving the Order. In some cases, depending on the features of the Order, the Agent has the right to demand remuneration or payment or other costs at the signing of this Contract. In such cases, the Agent's obligations arise after the appropriate amount is paid to the Agent.

1.4. The Parties agree that the Principal has the right to give Order on behalf of other people and for them. The principal declares, that has full powers to give Orders as defined in this paragraph and bear all the risks connected with the payment for the Order, acceptance of the Order, objections submitted by other people concerning the Order.

1.5. The parties acknowledge that within the frames of this contract the Agent in relations with third parties may act on his own behalf but at the expense of the Principal.

1.6. Within the frames of this Contract the obligations of the Contracts signed with third parties arise for the Principal, even if in the Contract the Agent.

1.7 The parties acknowledge that the Agent does not provide the supply of goods but only through the provision of services helps the Principal to purchase them. The parties also agree that the agent is not responsible for the incorrect or incomplete order sent to the Principal.

- 1.8 The parties acknowledge that the price listed in the characteristic data of the product in the Appendix to this Contract, is not the subject of the subject matter of this Contract and is just copied from the site.

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

2.1. When performing duties arising of this Contract the Agent must act in accordance with the Principal's directions. Agent has the right to refuse the Principal's directions in the following circumstances:

- 2.1.1. In case the unfollowing of directions is necessary for best insurance of the interests of the Principal,
- 2.1.2. In case it is impossible to inform Principal or it is impossible to get an answer from the Principal on time.
- 2.2. The Agent is obliged to:
  - 2.2.1. Provide Services properly in accordance with the requirements of RA legislation, guided by the principle of the protection of rights and interests of the Principal.
  - 2.2.2. To deliver the Order on time within the dates agreed by the parties in accordance with the shipping method chosen.
  - 2.2.3. Not to give out information to other person (people), having been acquired during the performance of this contract, and which may contain personal details, 5 years after the completion of the Contract, except cases stipulated by RA legislation, and, in case the disclosure of such data is necessary for the performance of the obligations of the Agent under this Contract in the interests of the Principal.

### **2.3. The Principal is obliged to:**

- 2.3.1. pay for services the price as defined in this Contract
- 2.3.2. Compensate all the expenses of the Agent made for the Principal.
- 2.3.3. Receive the Order as soon as it is delivered, or within twenty business days from the date of the notice of receipt of the Order in the office of the Agent.
- 2.3.4. In case, the Order is not purchased by the agent, inform the Agent about the content and features of the Order, as well as other information as required by the Agent. In case of non-disclosure of the information to the Agent at this point, the Agent has the right to refuse to perform his Contractual obligations and to immediately terminate this contract. In case the information provided at this point is incomplete or inaccurate, the Principal shall bear full responsibility before the agent of the public authorities and third parties.
- 2.4. The Principal has the right to:
  - 2.4.1. Inquire about the process of the Services at any time by demanding and receiving the necessary amount of information, but without interfering with the normal operations of the Service Provider and without creating additional technical difficulties.
- 2.5. The Agent has the right to:
  - 2.5.1. Demand the payment specified in the Contract.
  - 2.5.2. To keep the Order unless the full payment for the Order is done.
  - 2.5.3. Inform the Principal immediately, in case it is impossible to deliver the Order to the address specified by the Principal terminate the contract and return the amount paid by the Principal.

## **3. AGENT'S REMUNERATION AND REIMBURSEMENT OF EXPENSES**

- 3.1. In accordance with this Contract the amount of remuneration of the Agent includes the sum of the "Buy for Me" service cost and the shipping cost of the Order.
- 3.2. The parties agree that the amount of the order is determined upon arrival of the order at the agent's or partner's warehouse, which is notified to the agent in accordance with the agent's procedures. However, if the cost of the service has increased by five or more percent during the period prior to the delivery of the Order, the Company reserves the right to reconsider the cost of the service unilaterally.
- 3.3. The Principal is aware of the prices of the services offered by the Agent, which are acceptable to the latter. The agent is bound to the principal if the principal claim of the formation of the calculation of remuneration specified amount.
- 3.4. As requested by the principal the Agent is obliged to submit a specified calculation of the remuneration to the Principal.
- 3.5. The Principal is obliged to compensate the Agent for expenses incurred on behalf of the Principal under this Contract.

#### **4. FORCE MAJOR**

Parties shall not be held liable in case obligations were not implemented as consequence of force-major circumstances, which occurred following the Contract execution and which the Parties could not have foreseen or prevented. Such circumstances shall include earthquake, flooding, fire, war, military actions and state of emergency, strikes, termination of the activities of communication means, acts of state bodies, etc. in case of which implementation of contract obligations becomes impossible.

6If these circumstances last for more than 3 months, each Party has the right to refuse further performance of obligations under the Contract, having notified to the other Party about the Contract termination

#### **5. TERMS OF THE CONTRACT**

- 5.1. This Contract comes into force the moment Principal accepts this offer, which can be expressed, by making a payment, the request of the Order is given to the Agent or from the moment of the performance of any other action which will verify that the Principal accepts the terms of this Contract.
- 5.2. In case of early termination of the Contract the calculations are done based on the actual volume of services rendered.
- 5.3. In case of non-payment by the Principal for the services provided by the Agent under this Contract, the Agent has the right to stop the provision of services until it the payment is done. Such termination is not considered a non-performance of the agent's duties.

#### **6. RESPONSIBILITIES OF THE PARTIES**

- 6.1. The parties are liable for the non-performance or improper performance of their obligations assumed by this Contract in accordance with RA Legislation.
- 6.2. The Parties agree, that the Order may be delivered to the Principal later the specified dates, and the Agent is not liable for the delay if he proves that the delay of the Order occurred because of the circumstances independent of the Agent.
- 6.3. In case of not fulfilling payment obligations specified in this Contract the Principal is obliged to pay to the Agent a penalty of 0.3% of the overdue amount for each day of delay.
- 6.4. The Principal is responsible for the legitimacy of the origin of the amounts transferred on

his or her account by the Agent's website or in any other way. In case a request is

submitted to Globbing or to other companies by third parties concerning the legitimacy of the origin of the amounts transferred or a compulsory return of amounts is enforced, the Principal is obliged to compensate for the damages caused to Globbing to the extent of the money returned. Before the compensation of the damages caused, Globbing reserves the right to keep and not to hand the Principal his/her Orders.

## **7. DISPUTE RESOLUTION PROCEDURE**

The disputes arising out of the Contract are settled through negotiations. In case of failure to reach an agreement, the disputes are settled by the established judicial procedure.

## **8. OTHER TERMS**

- 8.1. This Contract contains the complete and final agreement between two Parties.
- 8.2. If any provision of this Contract is declared invalid, the other provisions, do not lose their legal force.
- 8.3. The issues that are not regulated by this Contract are executed according to the legislation of the Republic of Armenia and in accordance with the Terms and Conditions published in the website of the Agents.
- 8.4. This Contract is a letter of authorization issued by the Principal to the Agent, on behalf of and at the expense of the Principal, to make purchase from the third party, import to RA, acting at the Ministry of Finance, to make customs clearance, submitting customs declarations on behalf of the Principal, and also within the volume of this powers reauthorize other person. In order to conscientious performance of their duties the Agent has the right to request the Principal apart from this Contract for another letter of authorization for the Agent or a person designated by him.
- 8.5. The principal is aware of the relevant laws concerning the import of goods and other necessary and relevant laws arising from that and also acknowledges that any customs-related expense are not included in the Agent's remuneration.
- 8.6. This contract is drawn up in Armenian language.