

Partnership agreement

1. General provisions.

1.1. **Partnership agreement** is a program of Partner's cooperation with the aim of promotion and selling Operator's services;

1.2. In the aim of the present document there are the following terms:

«**Partner**» - private or corporate person who takes part in Partner program on selling Operator's services presented on website www.comtube.com;

«**Operator**» - "MEBIUS Telecom" ltd. which draws up program security and presents telecommunication services on website www.comtube.com and its products for promotion under Partnership agreement;

«**Operator's services**» – passing data services provided by Operator to Subscriber under Contract offer or telecommunication services contract;

«**Confidential information**» – actual and potential commercial value information which is unknown by third parties and simulate as symbol, image, signal, technical solution, operation and its disclosure may incur losses to the owner;

«**Payments**» –payments made by Subscriber according to Contract offer or telecommunication services contract according to Operator's tariffs;

«**Personal profile**» - Partners' interface on website www.comtube.com in order to control account in Comtube.

2. Rights and obligations of the Parties.

2.1. Operator shall be obliged to:

2.1.1. Provide the Partner with all accurate information of the Operator's services and his tariffs and also registry attributes on the services (as confidential information), inform the Partner about changes in catalogue and terms of rendering Operator's services and tariffs on website www.comtube.com;

2.1.2. Provide technical and informational assistance to Partner in order to discharge an obligation by Partner according to Partnership agreement. Consult Partner concerning Operator's services: weekdays from 10:00 till 18:30 (Moscow time) by telephone of contact center: +7 (495) 961-00-08 or by e-mail: support@comtube.com;

2.1.3. Pay remuneration to the Partner under the terms and conditions of the present Partnership agreement.

2.2. Operator has a right to:

2.2.1. Change tariffs, terms and credit period of Operator's services in his discretion notified about it the Partner on website www.comtube.com;

2.2.2. Lock Partner's account with subsequent null of Partner's remuneration in case:

- providing inaccurate information by the Partner
- breach of conditions of the present Partnership agreement.

2.3. Partner shall be obliged to:

2.3.1. Provide accurate information by the form in Personal profile and also by uploading scanned passport in special form, the age of Partner is considered to be no less than 18;

2.3.2. Conduct business under Partnership agreement in strict conformity with legislation of Russian Federation and regulatory enactments of federal government agency of Russian Federation in communication area;

2.3.3. Do not use SPAM (distribution without the recipient's consent) for promotion of Operator's services;

2.3.4. Do not use fraudulent activities with respect to Operator (do not increase clicks, do not create false registrations, do not use substitution of files' cookies (temporary files));

2.3.5. Do not promote your website by post or SEO-spam;

2.3.6. Do not place your referral links on websites which breach: legislation, applicable copyright, trademark, patents or other rights;

2.3.7. Do not use verbiage from Operator's website for promotion of competitors' products.

2.4. Partner has a right to:

2.4.1. Call on Operator by the questions linked with use of Operator's services, terms of service, order of payment: weekdays from 10:00 till 18:30 (Moscow time) by telephone of contact center: +7 (495) 961-00-08 or by e-mail: support@comtube.com

2.4.2. Use provided content for promotion of Operator's services in Personal Profile on website www.comtube.com: referral links, graphical leaderboard, text links and other tools.

3. Partner's remuneration.

3.1. Due to the Partnership agreement Operator shall transfer remuneration in the amount of 10% from the total payment amount of Subscribers attracted by the Partner on Partner's account monthly for the performance of liabilities.

3.2. Interest of remuneration can be changed depending on the volume of attracted payments by the Partner individually (minimum volume of interest's change is considered to be 50 000 rubles per month)

3.2. The Partner may see the sum of remuneration in Personal profile on website: www.comtube.com

3.3. Transmission of remuneration from the main account to the Partner can be made in two ways:

3.4.1. On personal Partner's account on website <http://comtube.com> with the aim of application on Operator's services. The funds are transferred during 1 work day.

3.4.2. On WebMoney Partner's wallet indicated in Personal Profile. In this case it is necessary to create a request for transmission of funds in Personal Profile. The funds are transferred to WebMoney Partner's wallet from three work days.

4. Liabilities of parties

4.1. In case of non-performance or improper performance of obligations by any of parties under the present Partnership agreement, party in fault is to reimburse incurred losses to the injured party, in accordance with effectual legislation of Russian Federation.

4.2. Parties shall be released from liability for nonperformance of obligations under the Partnership agreement due to force majeure circumstances that are beyond control of the Parties, including wars, natural disaster, fire event, refusal of energy saving, acts of bodies of legislative and executive power or other causes and conditions.

4.3. If the circumstances mentioned in the paragraph 4.2. occur, each Party shall notify about it the other Party by e-mail during 2 (two) work days. Notification shall include the nature of the circumstances and its occasions, so information evaluating the impact of the circumstances on the fulfillment of the obligations under the Partnership Agreement.

4.4. In case of force majeure circumstances, mentioned in paragraph 4.2 of the present Agreement, the time of fulfillment of the obligations shall be extended for a period of time corresponding to the period of the circumstances and its elimination.

4.5. If the circumstances mentioned in paragraph 4.2. last more than one month, the Parties shall conduct mutual negotiations to find alternative ways to fulfill obligations under the Partnership Agreement. If the Partners do not come to an agreement during one month, the present Partnership agreement shall be terminated.

5. Duration of Partnership agreement

5.1. Duration of the present Partnership agreement is considered to be 1 (one) year from the moment of its entry into force.

5.2. The agreement comes into force from the moment of acceptance of this agreement by the Partner on website www.comtube.com.

5.3. The present Partnership agreement is considered to be extended for the same term if neither Party does not claim to cancel the agreement no later than 10 days before the expiration of the effect period of Partnership agreement.

5.4. The present agreement can be cancelled halfway at one's election in case of non-performance or improper performance of obligations by any of Parties in accordance with the terms and conditions of the present Partnership agreement and/or appendix to the agreement and other occasions established by the law.

5.5. In case of termination of the present Partnership agreement at one's election, each Party shall notify by e-mail the other Party at least one month in advance.

5.6. The present Partnership agreement can be changed, added or terminated acceptably by Parties in occasions indicated in the present agreement and also other occasions established by the legislation of Russian Federation.

6. Confidentiality

6.1. Contents of the present Partnership agreement and any information and documents handed to each other by the Parties in accordance with the present agreement or linked with it and also Operator's information considered to be confidential under the internal Operator's act and being known by the Partner shall be considered to be confidential and shall not be disclosed to the third parties partially and fully without written consent by the other Party except on occasions, specified by actual legislation of Russian Federation and the present agreement.

6.2. The Parties have the right to use confidential information only in the aim of Parties' cooperation, work planning and preparing statistic, consulting and other documents needed for performance of task.

6.3. If one of the Parties provides confidential information to the other Party in written form so the Party which receives this information shall protect it from the third parties as it makes this with her own confidential company information except occasions when neither party needs to maintain confidentiality of information, which get abroad by other way or information disclosure is requested by government agency.

6.4. The Parties agree that in case of confidential information transfer each Party may set a special treatment of its defense and monitor the performance of this treatment.

6.5. The received party shall be obliged to notify the transmitting party about the detection of illegal access of third parties to confidential information during one day and assume measures in order to decrease the circumstances of illegal access.

6.6. The Party which made a disclosure of confidential information or its transmission with breach of conditions of the present agreement incurs liability according to legislation of Russian Federation.

6.7. Liabilities for confidentiality compliance remain in force upon expiry of the present agreement during 1 (one) year.

7. Arbitration

7.1. All disputes arising between the Parties under the present Partnership agreement or concerning its fulfillment shall be solved amicably by mutual negotiations.

7.2. If the Parties are unable to settle any disputes indicated in paragraph 7.1 of the present Partnership agreement by negotiations, such disputes shall be settled by the Arbitration Court in the city of Moscow.