

DISTRIBUTOR AGREEMENT

The **APLGO LTD** Company, hereinafter referred to as the "**APL**", and the "**Distributor**", on the other hand, together referred to as the "**Parties**", have concluded the present Distribution agreement (hereinafter referred to as the "**Agreement**") on the following:

1. THE SUBJECT OF THE AGREEMENT.

1.1. The APL undertakes to transfer to the Distributor the products of the APL trade mark (the "**Products**").

1.2. The description of the Products and marketing plan are listed on the website aplgo.com (hereinafter referred to as the "**Site**") and are an integral part of this Agreement.

1.3. The Distributor orders the Products through the personal account of the Distributor (hereinafter: "**Personal account**"), which is on the Site specified in clause 1.2 of this Agreement. The Distributor knows and understands that before registering on the Site it needs to familiarize itself with the rules of using the Site.

1.4. This Agreement regulates all orders of the Products, which can be placed by the Distributor in its Personal account.

1.5. The Distributor knows and understands that it is not an employee, agent, co-owner or representative of the APL. The Distributor does not have the authority to enter into any contracts on behalf of the APL or in any other way for any purpose to create obligations for the APL.

1.6. The Distributor takes the position of an independent counterparty with non-exclusive rights to purchase, resell and other transactions using the Products in the Territory of its activities at its own expense and on its own responsibility.

1.7. The Distributor knows and understands that the APL is not its tax agent. The Distributor takes the entire responsibility for paying taxes in its country.

2. RIGHTS AND OBLIGATIONS OF THE APL.

2.1. The APL grants non-exclusive rights to the Distributor to sell the Products in the Territory of its activities.

2.2. The APL advises the Distributor on the issues of consumer properties of the Products and methods of their application.

3. RIGHTS AND OBLIGATIONS OF THE DISTRIBUTOR.

3.1. The Distributor undertakes to take all necessary measures to maximize the sales market of the Products in the Territory of its activities, including to promote the Products, to participate in expositions and in other ways to stimulate the Realization of the Products in the Territory of its activities.

3.2. The Distributor is obliged to comply with the Distributor's Code, which is an integral part of this Agreement and is posted on the Site.

3.3. Advertising of the Products by the Distributor, their familiarization with the customers and step-by-step exposition should be strictly carried out in accordance with the materials provided by the APL.

It is forbidden to exaggerate the useful properties of the Products, while retreating from real facts, mislead people with unreliable advertising - otherwise the Distributor itself is legally responsible for possible consequences. The APL reserves the right to impose fines for such violations of this article.

3.4. The Distributor is FORBIDDEN without permission from the APL and, without being authorized by the APL, directly or through intermediaries to create, replicate and distribute any printed, video or audio materials about the APL or its Products that do not conform to the official APL materials.

3.5. Advertising, organizing exhibitions and placing orders for the Products are carried out at the expense of the Distributor.

3.6. Advertising materials received from the APL, the Distributor at its own expense delivers to its destination and places it according to the APL requirements.

4. PRICE POLICY AND CALCULATIONS.

4.1. The prices for the Products are determined by the APL and communicated to the Distributor on the Site.

4.2. The payment for any consignment of the Products transferred to the Distributor should be 100% (one hundred percent) prepaid.

5. APL CONTROL OVER THE ACTIVITIES OF THE DISTRIBUTOR.

5.1. The APL has the right to monitor the activities of the Distributor related to the sale of the Products.

6. FORCE-FORCE.

6.1. The Parties are released from any responsibility for full or partial failure to fulfill their obligations under the Agreement, if this failure was a consequence of force majeure.

6.2. A Party that is unable to fulfill its obligations under the Agreement should immediately notify the other Party in writing about force majeure circumstances. The facts stated in the notification should be confirmed by the relevant competent organization.

6.3. If the period of validity of such circumstances exceeds three months, either Party shall have the right to refuse to continue fulfilling its obligations under the Agreement and terminate it. In this case, neither Party has the right to claim damages caused by termination of the Agreement.

7. SETTLEMENT OF DISPUTES.

7.1. The Parties undertake to make every effort to resolve all disputes through negotiations.

7.2. In the absence of dispute resolution, such shall be subject to review by the competent court at the location of the defendant.

8. CONDITIONS OF TERMINATION OF THE AGREEMENT AND RETURN OF THE PRODUCTS.

8.1. If the other Party agrees, either Party may terminate the Agreement by prior written notification to the other Party not later than 7 (seven) calendar days before the proposed termination date.

8.2. Return of the Products of the proper quality purchased on the **Site is carried out within 14 (fourteen) calendar days** from the moment of payment for the Products or within **7 (seven) calendar days from the receipt**. Herewith, the registration fee is not refundable.

8.2.1. Return of the Products of inadequate quality purchased on the Site **is carried out within 14 (fourteen) calendar days from the receipt of the Products**. Herewith, before returning the Products, it is necessary to send a claim, confirmed by facts, if possible with photographs. The period for responding to such a claim **within 5 (five) calendar days**.

8.3. If the Distributor does not comply with its obligations, the APL shall set the deadline for the elimination of violations in writing and warn about their inadmissibility.

8.4. If the Distributor does not comply with the terms of the Agreement, the APL is entitled to terminate the Agreement unilaterally.

8.5. The APL has the right to unilaterally terminate the Agreement immediately if the Distributor fails to comply with the paragraphs 3.3, 3.4-3.6, 4.2.

9. OTHER CONDITIONS.

9.1. This Agreement is a public offer. This public offer is made in a special procedure: by accepting this Agreement containing all the essential terms of the Agreement, without signing by the Parties (by putting V in the Personal account – I agree with the terms of this Agreement).

9.2. This Agreement has legal force and is equivalent to an Agreement signed by the Parties.

9.3. This Agreement is considered concluded from the moment of its acceptance and is valid until the Parties fulfill all their obligations under this Agreement.

9.4. The Distributor gives unconditional consent to the processing and storage of personal data provided subject to the performance of this Agreement. If the Distributor provides with the personal data of other persons, the Distributor guarantees that it received the consent of these persons to the provision with their personal data to the APL.

9.5. Hereby, the Distributor agrees to receive from the APL the information messages (including marketing messages) sent to the Distributor's mailing address, e-mail address, mobile phone via SMS-sending and (or) any other way specially indicated by the Distributor.

9.6. Notification by fax or e-mail is considered appropriate and sufficient.

9.7. The Distributor confirms that it has familiarized with the marketing plan and understood how it works. The Distributor admits that no one in any statements gave the Distributor the hope that it could receive revenues, guarantees or otherwise effortlessly benefit from its commercial activities with the APL, and states that it does not rely on such hopes in its desire to become a distributor. The distributor is aware that its success depends on its abilities and real efforts and that it does not receive any reward other than that provided in the APL marketing plan, which can be regularly reviewed by the APL decision.

9.8. The title of this Agreement, its sections and paragraphs are accepted for convenience of use and can not be considered as provisions having independent significance.