

General Conditions

1. This document contains the Rules for contraction and the General Conditions by “E-card” Ltd., Sofia /the Company/ of the agreement for distribution of the ‘**flash assistant**’ service / the service/, provided to users.
2. Each merchant may make an offer to the Company for entering into an agreement, according to which to be obligated to distribute on his/her behalf and at his/her expense, at conditions and for a consideration, specified in these general conditions and in a particular contract, the “flash assistant” service.
3. With a view to its own commercial policy the Company has the right to decline concluding an agreement with a merchant, as well as if the merchant does not present the required documents and/or guarantees. In these cases the Company does not owe a compensation.
4. In case the Company does not respond in a reasonable period of time to the merchant’s offer for concluding an agreement, the offer is considered rejected.
5. In case the Company accepts the merchant’s offer, the Company is obligated to notify him/her about this and to send him/her two original exemplars of the agreement (signed by the Company), the draft of which is attached to the present document. The merchant is obligated to send by fax a copy of the agreement, signed by him/her, and by mail – one of the original exemplars. From the moment the Company receives the original copy, the agreement is considered concluded.
6. The Company may demand the merchant to transfer a certain sum of money to the Company’s account as a guarantee. In case the merchant does not pay the required sum within seven days from the moment of conclusion of the agreement, the agreement is considered terminated, and the parties do not owe each other any kind of compensations.
7. The Company grants to the Merchant a certain credit limit for distribution, and within its range the merchant should generate and give third persons access to the service.
8. The merchant has the right of remuneration for every month to the amount of 20 % of the total value of the number of accounts he/she has sold during the respective month. The Company according to its commercial policy may offer a bonus reward, different from the one, stated in article 15 of the draft contract, as the specific conditions are being particularly negotiated.

Attachment:

AGREEMENT

Between:

“E-card” Ltd., with headquarters in the city of Sofia, registered at lawsuit № 5223/2000 year of Sofia City Court, Unified Identification Code by BULSTAT 130259796, represented by the CEO (Chief Executive Officer) Dimitar Denchev Ganev, called below in the present agreement, its attachments and agreements, the Company, on one side,
and

_____ ,
called below in the present agreement, its attachments and agreements “Merchant”, on the other side,

has been concluded the present contract about the following:

Subject of the Agreement

1. The Company assigns, and the Merchant accepts to distribute to third persons the “flash assistant” service /the service/ according to the conditions of this agreement.

2. The Company is obligated to pay a remuneration to the merchant for the accounts to the service he/she has sold, in the form of commercial discount, to the amount of, and in a term and manner, specified in this agreement.
3. The merchant is obligated to sell the access to the service to third persons on his/her behalf and at his/her expense.

Term of the agreement

4. The agreement is being concluded for a term of one year, reckoning from the date of its signing
5. The agreement is considered renewed for the same term, in case none of the parties opposes its renewing with a special written statement, made by one of the parties and received by the other at least 30 (thirty) days before the expiry of the term.

Rights and Obligations of the Company

6. The Company is obligated to grant to the Merchant a monthly credit limit to the amount of _____ euros, and within its range the Merchant should generate access /account/ of third persons to the service. The Merchant must provide to the end clients, the Access to the service, identical to the access, provided by the Company according to the subscription packages, announced on the www.flashassistant.net website. The Merchant does not have the right to sell the access to the service at prices, different from the ones announced for the respective subscription package, on the specified in the previous sentence website.
7. The Company has the right to:
 - (a) receive every month from the Merchant the price of each account that has been provided during the previous month, reduced by the specified commercial discount;
 - (b) demand information from the Merchant about the service provision and agreement execution;
 - (c) deny granting a credit limit to the merchant, in case he/she has not kept his engagement for paying the due.

Rights and Obligations of the Merchant

8. The Merchant is obligated to:
 - (a) provide at his/her expense expedient equipment and software necessary for the execution of this agreement;
 - (b) serve the users of the service with the necessary quality, as well as to make the distribution with the care of a good merchant, taking into consideration the Company's directions.
 - (c) sell the accounts /the subscription packages/ at the prices, set by the Company for end clients and announced on the www.flashassistant.net website.
 - (d) advertise the service in a suitable manner and to follow its market;
 - (e) not to distribute any rival services, provided by third persons
 - (f) pay in the specified term the price of each access to the service, provided during the previous month, reduced by the specified commercial discount.
9. The Merchant has the right:
 - (a) to receive the specified remuneration
 - (b) to receive information, necessary for the execution of his duties.

Remuneration

10. The Merchant's remuneration is in the form of commercial discount to the amount of 20 % of the total value of the number of accounts he/she has supplied during the respective period under review. The calendar month is regarded as a period under view.

11. The Merchant deducts his/her remuneration from the sum, that he/she owes to the Company.

Accounting and Payments

12. The amount of money, being a sum of the prices of all accounts, supplied by the merchant during the respective period under review, reduced by the commercial discount is being paid to the Company to bank account _____. The payment should be made no later than on the 10th day of the month, following the period under review.

Non-execution

13. In case the Merchant is late transferring the sums of money according to article 12 of this agreement, he/she owes to the Company a penalty payment to the amount of ___%/ euros of the overdue sum for each day of the delay.

14. If the delay on the previous point continues until the 30th day of the month, following the end of the period under review, the Company has the right:

(a)(aa) not to grant the merchant a credit limit for the following month and (ab) to suspend the use of the service by the third persons, who have received an account by the Merchant, but the Company has not received any payment for this account from the Merchant.

(b) unilaterally and without any notification to break the agreement. The Company has the right to announce on the www.flashassistant.net website that the merchant has his rights for the service distribution suspended.

Bonus reward

15. In case that within a quarter, the payments, which the Company has received on p.12 from the Merchant, are to the amount of not less than 4000 euros and not more than 10 000 euros, the latter has the right of a bonus award, amounting to 10% of the sum, paid during the respective three months.

The bonus reward is being calculated by the Company after the end of the month, following the end of the quarter, and if the merchant doesn't have any amounts due. The Merchant has the right to deduct the calculated bonus from the sum due, and in case he/she does not owe any payments to the Company, the former has the right to receive the sum. Within the meaning of this agreement a quarter is each of the specified periods: 01 January – 31 March; 10 April – 30 June; 01 July – 30 September; 01 October – 31 December.

Termination of the Agreement

16. The agreement is being terminated:

(a) On a mutual consent of the parties;

(b) After the end of the specified term;

(c) with a fifteen-day written notification, sent by the counter party;

(d) with the termination or with the beginning of legal procedures for insolvency of one of the parties;

(e) at an irresistible force or the presence of other cases of absolute necessity, as well as at economic intolerance;

(f) when the regular party breaks it.

Other Conditions

17. Changes and additions to this agreement may be made only with a written agreement, signed by the parties of this contract.

18. All messages between the parties are actual if written, including by fax, e-mail, unless in the cases where a specific form is provided in this agreement. The parties specify the following addresses of correspondence:

for the Company: Sofia, "Acad. Georgi Bonchev" Str., block 6, floor 6, telephone +359 2 971 00 97, fax +359 2 873 46 33, e-mail: mitko@e-card.bg

for the Merchant:

19. For all unsettled issues and relations in this agreement are applied the decrees of the Bulgarian legislation

20. All arguments, arisen out of this agreement, or related to it, including the arguments arisen out of or related to its interpretation, infirmity, execution or its termination, as well as the arguments about supplying deficiencies in the agreement and its adapting to recently occurred circumstances will be settled by the competent Bulgarian court.

The General Conditions from "E-card" Ltd, Sofia /the Company/ of the agreement for the distribution of the service "flash assistant" /the service/, provided to users.

This agreement was prepared and signed in two identical original copies, one for each party, as each copy contains both Bulgarian and English text. In case of discrepancy between the two texts, the Bulgarian one is being applied.