

# Agency Agreement

Last Updated: August 22, 2025

## General Provisions

This agreement (hereinafter the "Agreement") establishes a contractual agency relationship between you (hereinafter the "Principal", "you", or "your") and Mesilat LTD, a legal entity incorporated under the laws of the Republic of Cyprus (registration number: HE 444113, registered at 12 Nikolaou Lazarou Street, 304, 3020, Limassol, Limassol, Cyprus) (hereinafter the "Agent", "Mesilat", "we", "our", or "us") (collectively the "Parties").

Mesilat - the Platform (hereinafter the "Platform") refers to a suite of services enabling the sale of goods or services online through various digital systems, including the Mesilat website, its subdomains, user interfaces, mobile applications (iOS, Android), APIs, social media integrations, and other web resources or systems as we may designate periodically.

This Agreement is a public offer directed to an unspecified number of persons. By accessing or utilizing the Platform, you confirm that you have read, understood, and agreed to all terms herein, constituting unconditional acceptance. If you disagree with any provision, you must immediately cease using the Platform, Account, or related functionalities.

We may modify this Agreement at our discretion without prior notice. Such modifications are effective upon posting on the Platform. You are responsible for regularly reviewing the current version of this Agreement and its appendices, bearing sole responsibility for any consequences of failing to do so.

Continued use or access to the Platform or its services after modifications signifies your acceptance of the revised terms.

Acceptance of this Agreement includes agreement to the Terms and Conditions (hereinafter the "User Agreement") and the Privacy Policy (hereinafter the "Privacy Policy").

## Terms and Definitions

To ensure clarity and prevent misinterpretation, the Parties agree on the following definitions:

- **Service:** The facilitation of opportunities for the Principal to provide Buyers access to their content, goods, or services, including but not limited to online courses, mentoring, exclusive content, community access, materials, creative works, or other informational or service-based formats.
- **Principal:** You, an individual or legal entity verified and approved as a client of the Platform, granted access per the User Agreement, who offers content, goods, or services for sale or access to Buyers.
- **Content:** Informational materials or data designed to educate, entertain, inform, or communicate, including but not limited to courses, articles, images, videos, audio, interactive media, or other formats for information transmission.
- **Account:** A secure section of the Platform comprising protected pages created upon registration, enabling interaction and Platform usage, accessible via login and password.
- **Personal Account:** A system within the Account for tracking funds received by the Agent from Buyers on behalf of the Principal under this Agreement.
- **Tariff:** The fee paid by the Principal to the Agent for services rendered, set unilaterally by the Agent and viewable in the Account's relevant section.

- **Buyer:** An individual or entity purchasing the Principal's Content, goods, or services, or supporting the Principal via payments or subscriptions through the Agent's services.

Undefined terms shall be interpreted per the Agreement and User Agreement. If unclear, interpretation shall follow: (1) Cyprus law, (2) Platform content, and (3) common Internet usage.

### **Subject of the Agreement**

The Agent, acting on behalf, under the authority, and at the expense of the Principal, shall undertake, for agreed remuneration, actions to facilitate Buyers' access to the Principal's Content.

### **Rights and Obligations of the Parties**

#### **The Agent shall:**

- Execute the actions in clause 3.1 diligently, adhering to the Principal's instructions;
- Track funds owed to the Principal in the Personal Account on the Platform;
- Fulfill obligations and exercise rights related to the Principal's instructions;
- Provide, upon request, information on the progress of executing instructions;
- Make necessary payments under contracts entered on the Principal's behalf;
- Transfer to the Principal, upon request, funds received from transactions executed per their instructions;
- Maintain, in the Platform's relevant section, a report and documents detailing income and expenses incurred in fulfilling the Principal's instructions.

#### **The Agent may:**

- Independently determine methods to execute the Principal's instructions under clause 3.1;
- Enter contracts with third parties of any legal form or tax regime to fulfill the Principal's instructions;
- Suspend Account access for any reason, including violations of law or this Agreement, without disclosing the reason. Upon suspension, the Personal Wallet is blocked, with funds retained for Buyer refunds or penalties, processed per Buyer requests;
- Receive remuneration as stipulated herein;
- Engage subagents under a Subagency Agreement without notifying or obtaining the Principal's consent, with subagents acting on behalf of the Agent or Principal;
- Act as a sub-agent for international payments.

#### **The Principal shall:**

- Pay the Agent's remuneration fully and promptly as outlined in Section 5;
- Provide all information necessary for the Agent to fulfill its obligations;
- Promptly notify the Agent of significant changes impacting the Agreement;
- Supply accurate details about Buyers and the goods or services offered;
- Post a public offer on the Platform stating the Agent is not a party to Buyer contracts;
- Provide, within 3 business days of the Agent's request, documents verifying compliance with Buyer obligations, sent via the Platform or email;
- Submit, upon request, a completed Buyer questionnaire via the Account or email, ensuring data accuracy, with format and scope at the Agent's discretion;
- Process Buyer data per Section XI of the User Agreement;
- Handle Buyer refunds per Cyprus law and Section 7 of this Agreement.

## **Remuneration**

The Principal shall pay the Agent a fee based on the subscribed Tariff.

The Agent may unilaterally revise Tariff conditions, effective upon posting in the Principal's Account or email notification. The Principal acknowledges and accepts such revisions.

The Agent may deduct its fee from Buyer payments received on the Principal's behalf.

If deducted funds are insufficient, the Principal shall pay the balance within 3 calendar days of invoice issuance, delivered via the Platform, email, or other permitted methods.

Payment is deemed fulfilled upon deduction per clause 5.3 or crediting to the Agent's bank account.

Fees are VAT-exempt unless required by law, in which case VAT is added.

Services are deemed provided in the Republic of Cyprus.

## **Mutual Settlements**

The Agent may sell the Principal's goods/services and accept Buyer payments under these conditions:

- Buyers provide identifiable information for themselves and the Principal;
- Payments are in euros or other currencies, with the exchange rate fixed at the European Central Bank's rate on the invoice date.

Settlements proceed as follows:

- Buyers pay for the Principal's goods/services;
- Funds are credited to the Agent's bank account;
- The Principal's funds are viewable in the Personal Account;
- The Agent transfers funds to the Principal upon request via the Account, using only the Principal's bank account details. Third-party accounts are prohibited. Transfers may take up to 180 days, with extensions if:
  - The Principal's disputed or canceled payments exceed limits set by the payment system, bank, or Agent;
  - Fines are imposed due to the Principal's actions;
  - The Principal or beneficiaries are on prohibited transfer lists.
- Transfers are net of the Tariff (clause 5.3), in the Principal's chosen currency, with conversion fees borne by the Principal. The exchange rate is fixed at the European Central Bank's rate at one of these times, at the Agent's discretion:
  - When funds are credited to the Agent's account;
  - When the Principal requests a transfer;
  - When funds are debited from the Agent's account.
- The Agent may adjust the exchange rate if the European Central Bank's rate fluctuates by over 2%.
- The Agent's obligation is fulfilled upon debiting its account. Processing by banks or payment systems may take up to 180 days, with possible extensions.
- For non-Cyprus residents, the Agent may withhold additional fees or taxes.
- The Agent acts only as a payment recipient, with transaction terms governed by the Principal, who bears responsibility for Buyer agreements.
- Transaction reports are automatically generated and accessible via the Account or email upon request.

## **Refunds**

The Principal shall process Buyer refund requests through the Agent for canceled orders, accepted before the Content study completion date specified by the Principal.

Refund amounts vary by timing:

- Before Content study: Full refund minus the Principal's incurred expenses.
- After Content study begins: Refund minus the proportional fee for services provided, with retained funds as compensation for expenses.
- For cancellations beyond the Parties' control: Full refund.

The Principal shall reimburse Buyers for arbitration awards per Section XIV of the User Agreement. Refunds are processed within 10 business days of a written Buyer request.

Refund procedure:

- The Principal transfers refundable funds to the Agent's account per the Agent's notification;
- The Agent processes refunds after receiving funds, or withholds existing Principal funds until resolved, using them if needed;
- The Agent's fee is based on the Buyer's initial payment;
- Refunds are made to the Buyer's original account or as specified, net of bank or payment operator fees;
- Insufficient Personal Account funds do not exempt the Principal from refund obligations.
- The Principal covers all Agent costs for cancellations and manages Buyer obligations independently, acknowledging the Agent's non-involvement.
- For cancellations due to violations of credit organization rules, the Principal covers Agent losses, supported by documentation, and handles related Buyer or credit organization matters.
- For failed, canceled, or erroneous debits, the Principal resolves issues directly with the Buyer, may request a re-debit, and agrees not to claim damages or involve the Agent in legal proceedings.

### **Taxation**

Unless required by law, the Agent is not a tax agent for the Principal and is not responsible for tax calculations, withholding, or remittance, as the Principal's income derives from Buyers.

### **Responsibility of the Parties**

- The Parties are liable for non-performance or improper performance under Cyprus law.
- For delayed remuneration (clause 5.1), the Agent may charge a 0.1% daily penalty on overdue amounts.
- For delayed fund transfers (clauses 6.1.1, 6.2), the Principal may claim a 2.5% per annum penalty on overdue amounts.
- The Principal shall compensate Agent losses from refunds due to fraudulent Buyer transactions.
- For breaches of clause 4.3.6, the Principal shall pay a €500 fine per violation.

### **Limitation of Liability**

Section XVI of the User Agreement's liability limitations are integral to this Agreement.

- The Agent is not liable to Buyers for the Principal's actions or inactions.
- The Principal is solely responsible for posted Content and shall indemnify the Agent for claims arising from their actions, including penalties from payment systems or credit institutions, with amounts withheld from Principal funds or reimbursed within 3 days if insufficient.

- The Agent is not liable for service disruptions due to software, hardware, or third-party communication issues.
- The Agent is not liable for third-party actions under Subagency Agreements or international payments until funds are credited.
- The Agent is not liable for the Principal's failure to receive information due to technical issues or Platform maintenance.
- The Agent is not liable for losses from Account suspension or blocking.
- The Principal shall indemnify the Agent for losses from Buyer claims or lawsuits related to service quality, negotiate at their expense, and represent the Agent in court, compensating €60 per case (per the Central Bank of the Russian Federation's exchange rate) deducted from Principal funds.
- The Principal shall indemnify the Agent for losses from refunds due to fraudulent transactions.

### **Dispute Resolution**

This Agreement is governed by Cyprus law. Disputes regarding performance, termination, or invalidity shall be resolved under Cyprus law.

Disputes shall be settled through negotiations, with the claiming Party sending a written claim. The receiving Party shall respond within 30 days. If no response or agreement is reached within 30 days, the dispute shall be resolved under Cyprus law.

### **Confidentiality**

The Agreement's conclusion is not confidential. Information shared that could cause losses if disclosed is confidential and shall not be shared with third parties, except as permitted by Cyprus law. The Parties shall protect such information for Agreement purposes only.

Confidentiality obligations are not time-limited. Confidential information excludes:

- Information known to the receiving Party at transfer;
- Information learned post-transfer without breaching confidentiality;
- Information made public by the transmitting Party without restrictions;
- Information publicly known without breach;
- Information transferred without confidentiality obligations, with prior written approval. The disclosing Party shall compensate losses from breaches. Disclosure to authorities as required by law is not a breach, with immediate notification required. The Principal shall obtain Buyer consent for GDPR-compliant data processing and transfer for marketing or informational purposes, confirming compliance with EU law.

### **Notices**

Correspondence, including Agreement copies, appendices, and additional agreements, shall be electronic via the Account, Platform channels, specified email addresses, or other means (e.g., text messages, push notifications), with full legal force.

Electronic notifications meet legal written form requirements. Documents sent from specified email addresses or phone numbers are deemed authorized. The Platform's phone number is available on the Platform.

Each Party bears the risk of not notifying email address changes. The Parties shall report hacking or unauthorized access to email or phone numbers immediately. Absent contrary information, correspondence is deemed authorized.

### **Terms and Termination**

The Agreement takes effect upon acceptance and is valid for one year, automatically renewed unless terminated with 30 days' written notice.

Either Party may terminate with 30 days' written notice, effective on the specified date.

Termination does not extinguish prior obligations. Funds are not transferred if the Account is suspended or blocked.

The Agent may revoke the Agreement by posting a notice on the Platform or sending it via email, effective upon revocation.

### **Final Provisions**

This Agreement, Privacy Policy, User Agreement, and Platform legal notices form the entire agreement, superseding prior agreements.

The Agent does not accept Principal amendments. Registration confirms unconditional acceptance.

The Principal may not assign rights or obligations. The Agent may assign without notice or consent.

Invalid provisions shall be modified under Cyprus law without affecting other provisions.

The Agent's failure to enforce provisions is not a waiver.

Matters not covered are governed by Cyprus law.

Contact [info@mesilat.com](mailto:info@mesilat.com) for complaints or legal advice, in English, for fair and prompt resolution.

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