

## **Agreement on Holding a Show**

### **1. Terms and definitions**

1.1. The following terms and definitions shall be used herein:

1.1.1. User shall mean a capable individual who uses the Website under the terms and conditions hereof.

1.1.2. Show shall mean a cat show held using the functionality of the website <https://show-office.com> (hereinafter referred to as the Website). Holding a Show using the Website functionality shall mean designing the process of holding the Show and the Show result using the services available through the Website functionality.

1.1.3. Cat shall mean a feline pet of any sex, regardless of age, which can be registered for the Show in accordance with the rules of the European judging system.

1.1.4. European judging system shall mean the judging system, according to the rules of which the Show is held.

1.1.5. Cat Owner shall mean a capable individual who legally owns a Cat.

1.1.6. Breeder shall mean a capable individual who owns a Cat that gives offspring and participates in the breeding work.

1.1.7. Club shall mean a non-profit legal entity, or another unincorporated association of citizens that has the right to hold Shows.

1.1.8. Show Organizer shall mean a Club that organizes and conducts a specific Show.

1.1.9. Club Manager shall mean a registered User authorized by the Club to perform any actions on behalf of the Club on the Website.

1.1.10. Show Manager shall mean a registered User authorized by the Show Organizer to perform any actions on behalf of the Show Organizer on the Website.

1.1.11. Content shall mean the Website content, including but not limited to: design elements of the Website, computer programs, images, text, trademarks, as well as other objects and their combinations. Personal data is not included in the concept of Content; issues related to the use of personal data shall be governed by the Privacy Policy posted on the Website at: <https://ru.show-office.com/legal-documents/privacy-policy>.

### **2. General Provisions**

2.1. This agreement on holding a show (hereinafter referred to as the “Agreement”) shall determine the terms and conditions under which ANIMAL SERVICE provides services connected with the use of the Website functionality allowing to prepare documentation for shows according to the rules of the European Judging System (hereinafter referred to as the “Website Functionality”).

2.2. A contract concluded under the terms and conditions of this Agreement (hereinafter referred to as the “Contract”) is an adhesion contract by its nature. Performing actions to

conclude the Contract, the Show Manager accepts all its conditions without any exceptions or reservations on behalf of the Show Organizer. The Contract is concluded through the Show Organizer's actions connected with payment for the services; in exceptional cases, when access to the Website Functionality is provided to the Show Organizer prior to payment for the services connected with the use of the Site Functionality, the Contract shall be considered concluded at the moment of the action connected with the use of the Website Functionality and shall be considered valid until the parties fulfill their obligations hereunder.

2.3. One Contract shall be concluded for one Show, and if the Show Organizer decides to hold one more Show and performs actions specified in clause 1.2. hereof, the Show Organizer concludes another Contract, which does not depend on the previous Contracts.

2.4. In order to use the services provided by the Website functionality, the Show Organizer shall pay the cost of the services, and then contact ANIMAL SERVICE for access to the managerial part of the Show. When sending the request, you shall specify the User who has an Account on the Website and who is authorized to act on behalf of the Show Organizer and perform the functions of a Show Manager.

2.5. Upon receipt of the corresponding application from the Show Organizer and information on receipt of funds to the settlement account of ANIMAL SERVICE, the User will be granted the status of a Show Manager and given access to the Website Functionality.

2.6. The role of a Show Manager can be performed by several persons who have obtained the status of a Manager for a separate Show. The status of a Show Manager is not universal and is assigned only for the purpose of managing a Rating-Show Account of a particular Club.

2.7. The following services constitute the subject matter of the Contract:

2.7.1. Provision of the functionality allowing to manage the Show: specify the number of days of the Show, set the Show dates, indicate the name of the Show, the Show venue, the Show organizer, post the Show program, indicate the judges, who will be present at the Show, etc.

2.7.2. Provision of the functionality allowing to process the applications for participation in a Show.

2.7.3. Provision of the functionality that provides an opportunity to generate the documents necessary to organize and hold the Show, including but not limited to: an application form, cat cards, expertise protocol forms, absentee protocol forms, a BOB protocol, a summary sheet of those nominated for BIS, cat evaluation forms, as well as other documents required for the Show Organizer (including documents for show participants and judges).

2.7.4. Provision of the functionality that allows forming a catalog for the Show Rating.

2.8. The purpose of this Agreement is to regulate the relations between the Show Organizer and ANIMAL SERVICE arising as a result of provision of the services connected with the use of the Website Functionality, as well as to determine the rights and obligations of the Show Manager. All the issues not regulated by this Agreement shall be regulated by the legislation of the Russian Federation.

2.9. The Shows shall be divided into the following categories within the framework of this Agreement:

<b>Category</b>	<b>Description</b>
Category I	Less than 80 participants, not less than 49 participants
Category II	81-150 participants
Category III	151-300 participants
Category IV	301 participants or more

2.10. Cost of the services provided by ANIMAL SERVICE under the Agreement.

2.10.1. Services connected with the use of the Website Functionality, in the case of preparation of a Show using the Website prior to the Show, provided that the data are entered by the Show Manager:

2.10.1.1. When holding a show of the 1st category - 1250 rubles.

2.10.1.2. When holding a show of the 2nd category - 1500 rubles.

2.10.1.3. When holding a show of the 3rd category - 1750 rubles.

2.10.1.4. When holding a show of the 4th category - 2000 rubles.

2.10.2. Services connected with the use of the Website Functionality, in case of entering the results of the Show after the Show, provided that the data are entered by the Show Manager:

2.10.2.1. When holding a show of the 1st category - 2250 rubles.

2.10.2.2. When holding a show of the 2nd category – 2750 rubles.

2.10.2.3. When holding a show of the 3rd category - 3250 rubles.

2.10.2.4. When holding a show of the 4th category - 2750 rubles.

2.10.3. Services connected with the use the Website Functionality, in case of entering the results of the Show after the Show, provided that the data are entered by ANIMAL SERVICE's representative:

2.10.3.1. When holding a show of the 1st category - 3500 rubles.

2.10.3.2. When holding a show of the 2nd category - 4000 rubles.

2.10.3.3. When holding a show of the 3rd category - 4500 rubles.

2.10.3.4. When holding a show of the 4th category - 5000 rubles.

2.10.4. The cost of the services connected with the use of the Website Functionality is specified for a show in the format of 1 best/1 evaluations.

2.11. When using the services of the Website Functionality, the Show Manager acts as an authorized representative of the Show Organizer. While receiving services connected with the use of the Website Functionality, the Show Manager processes the personal data of the show participants.

2.12. The Show Manager shall not disclose, publish in open information sources (including Internet websites, except for the Internet websites to which the User has given his/her consent (instruction) for the transfer of personal data) and shall not use personal data in any way, except for the purpose of organizing and holding the Show. Any actions performed in violation of this paragraph can be performed only with the consent of individuals participating in the Show Rating. The Show Manager and the Show Organizer shall be responsible for any actions connected with unauthorized use of the personal information of individuals participating in the Show.

### **3. General Provisions on the Procedure for Obtaining the Services**

3.1. Upon accessing the Website Functionality, the Show Manager shall enter and edit information on the Show.

3.2. During the preliminary stage of preparation for the Show, the Show Manager shall enter information about the judges of the Show, information about the shows held within the Show, information about the Show itself (venue, date and time of the Show, Show program, etc.), load a photo (image) that will be used as a background on the Website page containing information about the Show, as well as perform other actions provided for by the Website Functionality.

3.3. Upon completion of the preliminary stage, the Show Manager shall have the right to change the Show status in the settings. USE OF THE WEBSITE FUNCTIONALITY SHALL NOT ASSUME POSTING OF THE SHOW INFORMATION ON THIRD PARTY WEBSITES OWNED BY ANIMAL SERVICE AND/OR THIRD PARTIES. Setting the "active" status, the Show Manager may post the Show in the public domain on the Top Cat Website. Using such a status, the Show Manager may select the option "allow submission of applications" for the Show by Users of the Top Cat Website. Setting the "completed" status, the Show Manager places the Show in the public domain of the Top Cat Website; this status however does not allow accepting applications and may only be used in cases when the Website Functionality is used only upon completion of the Show.

3.4. The information on Cat Owners (Breeders) shall be entered in the list of Show Participants by the Show Manager:

3.4.1. If the application for participation in the Show is submitted through the Website, the Show Manager shall verify the information specified in the application and either accept the application or refuse to accept the application specifying the reason for the refusal.

3.4.2. If the application for participation in the Show is submitted directly to the Show Organizer, having processed the application, the Manager shall enter information about the accepted application in the list of applications located on the corresponding page of the Website Functionality.

3.5. In the course of preparation for the Show, the Show Manager shall prepare all the necessary documents provided for by the Website Functionality.

3.6. After the Show is held, the Show Manager shall take measures to display the results of the Show.

#### **4. Rights and Obligations of the Show Manager**

4.1. The Show Manager shall have the right:

4.1.1. To enter and change information about the Show contained on the Website.

4.1.2. To perform any necessary actions connected with using the Website Functionality.

4.1.3. Perform other actions permitted by this Agreement, as well as actions that are not directly permitted in this Agreement, but are not prohibited by the legislation of the Russian Federation, and do not contradict the essence of the relationships connected with the use of the Website Functionality.

4.2. The Show Manager shall:

4.2.1. Before starting to exercise the Show Manager's powers, read this Agreement, and in case of disagreement with the provisions of the Agreement, refrain from any actions connected with obtaining the status of a Show Manager.

4.2.2. Use the functionality of the Website only for the purposes for which it has been created.

4.2.3. Update the information on the Show contained on the Website.

4.2.4. Refrain from any actions damaging the goodwill of ANIMAL SERVICE, the reputation of the Website, or the goodwill of the Show Organizer.

4.3. The Show Manager shall not:

4.3.1. Transfer the login and password to third parties, or otherwise provide access to the Show Manager Account to third parties. Any actions performed using the login and password of the Show Manager, are recognized as performed by the Show Manager (unless the Show Manager proves that he/she has not performed the specified actions, and access to the login and password has been obtained not through the fault of the Show Manager).

4.3.2. Post any materials prohibited by the laws of the Russian Federation.

4.4. Performing any actions connected with posting of any Content during the use of the Website Functionality, the Manager provides ANIMAL SERVICE with a simple, non-exclusive, royalty-free, perpetual, worldwide license. Such Content may be used by ANIMAL SERVICE in any way known now or invented in the future.

## **5. Responsibility**

5.1. The Show Manager shall be personally responsible for any actions. If the Show Manager violates the provisions of this Agreement, ANIMAL SERVICE shall have the right to permanently or temporarily restrict access to the Website Functionality or his/her User Account.

5.2. In case the status of a Show Manager is granted to several Users simultaneously, the Show Managers shall bear joint responsibility for any actions committed using the Website Functionality, as well as for any consequences arising from such actions, and the Show Organizer shall bear subsidiary responsibility for such obligations.

5.3. The Show Manager shall be personally responsible for any negative consequences that have arisen in connection with his/her failure to fulfill (untimely fulfillment of) his/her obligations imposed on him/her by this Agreement.

5.4. ANIMAL SERVICE shall not be responsible for temporary malfunctions in the work of the managerial part of the Website (for failures of the Website as a whole), as well as for temporary impossibility of the Show Manager to use the Website Functionality.

## **6. Final provisions**

6.1. The Website Functionality is provided "as is". ANIMAL SERVICE does not guarantee that the specified functionality will fully correspond to the expectations and needs of the Show Manager and the Show Organizer.

6.2. ANIMAL SERVICE's place of business is the place of conclusion of the Contract. The relationships between the parties not regulated by this Agreement shall be governed by the legislation of the Russian Federation.

6.3. In case of any dispute or disagreement arising out of the relationships between the Show Manager (Show Organizer) and ANIMAL SERVICE under this Agreement, the parties shall resolve such disputes through negotiations. In case of failure to resolve a dispute or disagreement through negotiations, it shall be resolved in court at the location of ANIMAL SERVICE.

6.4. This Agreement shall come into force at the moment of its publication on the Website and shall remain valid for an indefinite period.

6.5. ANIMAL SERVICE shall have the right to amend this Agreement without any prior or subsequent notice to the Show Manager or the Show Organizer. The new version of the Agreement comes into force at the moment of its posting on the Website, unless otherwise follows from the text of the Agreement. If the Show Manager continues to use

the Website after introducing changes to the Agreement, he/she thus expresses his/her knowledge and complete agreement with its provisions. In case of disagreement, the Show Manager shall immediately stop using the Website. The amendments made in the Agreement shall not apply to the Contracts concluded before such amendments enter into force. The current version of the Agreement is published on the Website at: <http://ru.top-cat.org/legal-documents/cat-show-agreement>.

6.6. This Agreement has been executed in Russian and may be translated into other languages, and in case of any discrepancy between the Russian version of the Agreement and its versions in a foreign language, the Russian version of the Agreement shall prevail.

6.7. If one or more of the provisions of this Agreement are found to be invalid or unenforceable for some reason, this circumstance will not affect the validity or applicability of other provisions of the Agreement.

6.8. The Agreement on the inclusion of data in other information systems, located at the address: <https://ru.top-cat.org/legal-documents/agreement-to-include-data-in-other-information-systems> shall be an integral part hereof.

6.9. It is presumed that the Show Manager is an authorized representative of the Show Organizer; the relationships between the Show Organizer and ANIMAL SERVICE shall be formed as relationships between two legal entities.

**6.10. Given that the status of a Show Manager can be obtained by any Users, including those residing outside the Russian Federation, Users-residents of foreign countries and stateless persons shall obtain the status of a Show Manager only if they have fully accepted the terms and conditions of this Agreement. If the provisions of this Agreement establish an order, which is contrary to the Show Manager's national legislation, the provisions of this Agreement shall apply. Any attempts by the Show Manager to change the procedure for applying the provisions of this Agreement will be recognized an abuse of right. If the Show Manager does not agree with the provisions of this clause, he/she shall refrain from obtaining the status of a Show Manager. Any disputes with Show Managers - foreign residents and stateless persons shall be resolved through negotiations, and in case of failure to reach an agreement, they shall be submitted to the court at the location of ANIMAL SERVICE.**

**6.11. Given that ANIMAL SERVICE and the Show Organizer interact with each other only through the Show Organizer's official representative - the Show Manager, the provisions of this Agreement shall be considered legally binding for the Show Organizer as a whole.**

**6.12. Animal Service and the Show Organizer shall not violate the provisions of the Non-Disclosure Agreement. The Non-Disclosure Agreement is as follows.**

## **Non-disclosure agreement**

### 1. Terms and definitions used in the Agreement:

1.1. Confidential information shall mean the information constituting a trade secret (personal data of individuals).

1.2. Transfer of information constituting a trade secret shall mean a transfer of information constituting a trade secret and recorded on a tangible medium by its owner to the counterparty on the basis of a contract, in the amount and under the terms and conditions stipulated by the contract, including the contractual clause providing for the counterparty's obligation to take measures to protect its confidentiality.

1.3. Disclosure of information constituting a trade secret shall mean an act or omission, as a result of which the information constituting a trade secret becomes known to third parties without the consent of the holder of such information or the personal data subject in any possible form (oral, written, other form, including using technical means).

2. The confidential information shall always remain the property of the transferring Party and, without its prior written permission, may not be copied or otherwise reproduced by the receiving Party. All the permitted copies of the confidential information shall always bear the same confidentiality marks as the originals.

### 3. Each Party receiving confidential information from the other Party shall:

3.1. Maintain confidentiality of such information and take all the necessary measures to protect it at least to the same extent as it protects its own confidential information.

3.2. Use such information only for the purposes specified in the Agreement and never use it for any other purposes without the prior written permission of the transferring Party.

3.3. Not transfer such information to third parties without the prior written permission of the transferring Party, except in cases where such information:

a) was or became publicly known from a source other than the receiving Party;

b) was legally known to the receiving Party before it was received from the transferring Party;



c) shall be disclosed by the receiving Party in accordance with the applicable law.

d) the personal data subject has given his/her consent to the Party to post his/her personal data in publicly available information sources.

4. In case of transferring confidential information of the transferring Party to state authorities or bodies, the receiving Party shall limit such transfer to the required minimum and immediately notify the transferring Party of the content of such transfer to the maximum possible extent in the light of the circumstances.

5. The Parties have also agreed that:

5.1. They shall provide access to each other's confidential information only to those employees who are directly involved in fulfilling the obligations assumed by the Parties under the contracts.

5.2. They shall require such employees to fulfill all the obligations stipulated in the Agreement.

5.3. The obligations stipulated in the Agreement shall remain in force indefinitely, regardless of the termination of the concluded contracts.

6. In case of a violation by one of the Parties of the obligations stipulated in the Agreement, the injured Party shall have the right to demand compensation from the guilty Party for the direct documented damage suffered by the injured Party as a result of such violation.