Distribution Agreement

1. This agreement (further, Agreement) is a formal offer of FP Technologies Ltd, company number: 12112178, with its registered office and location at: 20-22 Wenlock Road, London, the United Kingdom, N1 7GU (further, Company) and addressed to all concerned persons having attained the legal age of majority, which accept the terms and conditions hereof (further, Distributor).
2. Capitalized terms and definitions used in the Agreement have the meaning assigned to them in Company legal documents published on <http://rcinfo.legal>
3. Provisions of all Company legal documents apply to the relations between the Parties to the Agreement to the full extent. By accepting the formal offer, the Distributor accepts the provisions of Company legal documents unconditionally and to the full extent, agrees to be bound by them and commits to strictly abide by them.
4. The purpose of this Agreement is to develop and improve the Ecosystem, develop and promote the Platform and Software, improve the quality of Company services, increase the sales of goods, works, and services of the Partners, and develop their loyalty programs, expand the number of Members using the Platform.
5. This Agreement (acceptance of this formal offer) is subject to conclusion of the License Agreement between the Distributor and Company for provision to the Distributor of non-exclusive rights to use Company Distributor’s Account software and concluded through initial registration as a Distributor on the website <http://rc.company> or through purchase by the Customer of the Distributor’s status by selecting and activating the respective interactive elements (ticking, clicking and similar actions confirming consent to the Agreement) in the account on the website <http://rc.cash>.
6. Having entered into this Agreement and using the Software, the Distributor is permitted to, for a fee:
* distribute details on the Ecosystem and its Members to the legal entities or individuals known to it,
* attract the new potential Members,
* attract the new potentials customers of the goods and services of the Partners.

7. The Distributor performs actions listed in section 6, independently and at own option, in manner not prohibited by law, including selection of a potential Member, receives and uses its contact data and assumes personal liability for legitimate use of such data.

8. The agency fee amount is determined at Company option in the Marketing Plan; the agency fee is calculated, charged and paid on the dates and in accordance with the rules set forth by the Marketing plan on the basis of Company data and information, which the Distributor acknowledges unconditionally and to the full extent by entering into this Agreement.

9. Company pays the following to the Distributor:

* as a principal hereunder – agency fee for the activities aimed to attract the Members and promote the Ecosystem, Platform, and Software,
* as an agent acting on behalf and at the expense of the Partner having accepted Company’s formal offer and being a Member of Ecosystem – agency fee for the activities aimed to attract the customers of goods, works or services, increase the sales, and promote such a Partner,

 which the Distributor acknowledges unconditionally and to the full extent by entering into this Agreement.

10. The Distributor agrees that reconciliation of payments and exchange of documents with Company (if applicable) take place in the account using the Software through demonstration of the requested details in respective tabs of the account, in which case the Parties recognize the legal effect and validity of such documents generated and received by such means.

11. The Distributor hereby grants an unconditional right to Company in accordance with the Rules and the Marketing Plan to:

* keep records of the agency fee payable to the Distributor in conventional units (RC, CV and PV) used in the internal accounting system of Company,
* set off Company liabilities to the Distributor (payable agency fee), as well as Distributor’s liabilities to Company (payable license fees and fee-based services including advance payments) using the Software.

12. The Distributor acknowledges unconditionally to be solely liable to the full extent, independently of Company, for:

* fulfillment of its tax liabilities, payment of the applicable taxes and filing of statements,
* compliance with requirements of the effective law governing the business activities,
* compliance with the advertisement laws and legal requirements regarding prohibition of spam,
* compliance with legal requirements regarding protection of personal data of persons, whom the Distributor has selected as recipients of Ecosystem information,
* compliance with other applicable requirements of law and legal documents of Company.

13. The Distributor commits to abide by the Distributor’s Code of Ethics unconditionally and in any cases.

14. The Distributor is prohibited:

* to mislead the Members through use of the trademarks, service marks, names of the Company or Partners, which it has no right to use. The Distributor is solely liable for such breach and commits to indemnify losses caused by such breach to the full extent to all suffered parties,
* to undertake activities or actions, causing damages to good name or reputation of the Company, its employees and participants, Users, as well as to affiliated legal entities and natural persons, and to the Ecosystem Members,
* to spread or distribute the slander and false on the Company’s activities, its employees and participants, Users, as well as on affiliated legal entities and natural persons, and to the Ecosystem Members
* to undertake blackmail, threats and extortion within the framework of distributor’s activities and in communications with the Company, its employees and participants, Users, as well as with affiliated legal entities and natural persons, and to the Ecosystem Members,
* to undertake agitation, to propagate or advertise third parties competing or concurring with the Company or undertaking the similar activity as the Company’s, including convincing of the other Distributors, Users or Merchants to terminate their contracts with the Company and to enter the contract with such concurring third party,
* to mislead the other Distributors in regard to the Distributor’s activities, influence them and manipulate in order to dishonestly enrich,
* to offend and insult the Ecosystem Members, Users, the Company, its employees, participants, its affiliated parties and bring a moral damage to them by publication or diffamation of knowingly false and calumniating information detracting their honor and dignity and business reputation.

15. This Agreement enters into effect as of the date of its acceptance to be determined automatically by Company software.

16. This Agreement may be terminated:

16.1. At any time upon the mutual agreement of the Parties,

16.2. By either Party through written termination notice to the other Party; the termination date is ten (10) business days after the date of the notice receipt, the period for clearing the accounts is one month from the termination date.

16.3 In a unilateral extrajudicial order immediately and without any responsibility at the Company, with a simultaneous complete deletion of all Distributor’s data from the Company’s records (irrevocable deletion of the account) under the breach by the Distributor of the provisions 13 and 14 of the Agreement and provisions of the License agreement.

17. Applicable law is effective law of the UK. The disputes will be resolved by the competent court at the location of FP Technologies Ltd. The claim review procedure is mandatory, the claim shall be sent by a registered mail with the list of enclosures and return receipt, the period for response to the claim shall be ten (10) business days after its receipt, the date of receipt shall be determined as the date of delivery or no later than one month after receipt by the post office (if the mail is not handed over).

18. By entering into this Agreement, the Distributor agrees, unconditionally, on its will and at own initiative, to collection, processing, and transfer of its personal data provided by it in process of registration.

The Distributor confirms that it understands, accepts and agrees that

* it places its personal data in the account on its own,
* it is aware of its right to revoke its consent in accordance with the procedure set forth in the applicable effective law.

The consent is valid until revoked by the Distributor, or until the Agreement is terminated. The consent has been given by the Distributor personally, which is confirmed by it in process of and upon completion of registration.

19. Other matters of cooperation between the Parties not stipulated by this Agreement shall be governed by Company legal documents and applicable law specified in section 18 of the Agreement.

**FP Technologies Ltd,** company number: 12112178, address: 20–22 Wenlock Road, London, N1 7GU, UK.

E-mail: hello@rc.cash

01st of March 2021