Public offer regarding the agreement for participation in the 16th World Conference on Seismic Isolation, Energy Dissipation and Active Vibration Control of Structures

According to the clause 2 of the Article 437 and Article 428 of the Civil Code of the Russian Federation this Offer (hereinafter the "Offer") is an official public invitation of the Russian Association for Earthquake Engineering and Protection against from Natural and manmade Hazards (RAEE) (OGRN 1037739625318), represented by the Vice-President Alexander Bubis acting on the basis of the Charter (hereinafter the "Contractor" to enter into the agreement on provision of the information and consulting services during 16th World Conference on Seismic Isolation, Energy Dissipation and Active Vibration Control of Structures (hereinafter the "Contract") on the terms and conditions set forth below.

This Offer is addressed to any person who will accept this offer in a way set forth below (hereinafter the "Customer").

Where mentioned collectively the Contractor and the Customer are hereinafter referred to as the "Parties".

1. General terms

- 1.1 This Offer is a public invitation that is published on the Contractor's website at: <u>www.16WCSI.org</u> (hereinafter the "Website").
- 1.2 Contractor has the right to unilaterally change the terms of this Offer at any time, ensuring the publication of the renewed Offer on the Website. Such changes come into force from the date of their publication on the Website.

2. Term of the Offer

The Offer comes into force from the moment of its publication on the Website and is effective until *[insert date]* or until the moment of its revocation that will be published on the Website.

3. Acceptance of the Offer and the order of the Contract conclusion

- 3.1 The Customer has the right to accept this Offer by performance the following actions:
 - 3.1.1 filing the application for participation in the 16th World Conference on Seismic Isolation, Energy Dissipation and Active Vibration Control of Structures (hereinafter the "Conference") in electronic form on the Website; and
 - 3.1.2 payment by the Customer of the registration fee in accordance with the tariffs posted on the Website by transferring funds to the account of the Contractor specified in section 7 within 10 (ten) calendar days after filing the application in one of the following ways:
 - 3.1.2.1 by payment of the Sberbank receipt send to the Customer; or -
 - 3.1.2.2 by payment through the robokassa.ru service for receiving payments; or -
 - 3.1.2.3 by payment of invoice send to the Customer.
 - 3.1.3 The term of payment may exceed the specified period, depending on the form of payment chosen by the Customer.
- 3.2 The Customer's response agreeing to enter into the Agreement on different terms than stated in the Offer shall not be considered to be an acceptance, such a response will be viewed as a refusal to accept.
- 3.3 Acceptance of the Offer made by the Customer before the expiration of the acceptance period entails the formation of the Contract on the terms of this Offer.

4. Subject of the Contract

- 4.1 The Contractor acting under the Contract shall provide information and consulting services to the Customer during the 16th World Conference on Seismic Isolation, Energy Dissipation and Active Vibration Control of Structures (hereinafter the "Services") on the conditions stated below.
- 4.2 Conference venue: Russian Federation, Saint-Petersburg, Saint-Petersburg hotel, Pirogovskaya Naberezhnaya, 5/2.
- 4.3 Conference time: 01-06 July 2019
- 4.4 The Conference program is available on the Website and can be changed at the discretion of the Contractor by publication of the renewed program on the Website.

5. Cost of Services and payment procedure

- 5.1 The cost of Services is determined on the basis of tariffs posted on the Website.
- 5.2 The services are considered to be paid by the Customer from the moment of receipt by the Contractor: confirmation from the Bank on receipt of the payment amount to the account of the Contractor in accordance with Clause 3.1.2.
- 5.3 The Act of the services rendered is transferred to the Customer participating in the Conference on the day of its completion. The customer undertakes to sign the Act on the day of receipt or send the written objections to the Contractor within the same period.

In case of non-receipt of the signed act or written objections within the prescribed period, the Services are considered to be accepted by the Customer in full without comments.

6. Final provisions

- 6.1 The Contract comes into effect from the moment of the Offer acceptance by the Customer and is valid until the parties fulfill their obligations.
- 6.2 The Contract may be terminated in accordance with the applicable legislation of the Russian Federation.
- 6.3 The Customer has the right to unilaterally refuse execute the Contract by sending a written notice to the Contractor until August 1, 2018 (inclusive). In case of cancellation of the Contract at a later date, including the absence of the Customer or the participants sent by him at the Conference or any part thereof no recalculation of cost of Services or reimbursement of the paid funds will not be made.
- 6.4 In case of non-fulfillment or improper fulfillment of their obligations, the Parties shall be liable in accordance with the provisions of the Contract and the current legislation of the Russian Federation.
- 6.5 The Contractor shall not be liable for the ways and results of the Customer's use of the information obtained during the provisions of Services.
- 6.6 The Parties shall take measures to resolve all disputes and disagreements arising from of or in connection with the execution of the Contract through negotiations. The term of consideration of the claim is set at 30 (thirty) days from the date of its receipt by the Party.
- 6.7 If it is impossible to resolve disputes and disagreements by negotiations, such disputes and disagreements shall be settled in court at the location of the Contractor.
- 6.8 By entering into the Contract, the Customer freely, voluntarily and in his interest gives

his irrevocable perpetual written consent to the use of any personal data specified therein or provided separately in connection with the conclusion and/or performance of the Contract, including an indication on the Contractor's website (which is a publicly available source of information) of the Customer's personal data, as well as other ways of processing such personal data, including any action (operation) or a set of action (operations) performed using automation tools or without the use of such means with personal data, including collection, recording, systematization, accumulation, storage, clarification (update, change) extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.

- 6.9 The Contractor reserves the right to carry out audio, video and photo shooting during the Conference, which may be used for any purpose, including confirmation of the Customer's participation in the Conference.
- 6.10The Customer and the participations of the Conference sent him are prohibited from making audio, video and photo shooting in the absence of the special written permission of the Contractor.
- 6.11All notices and other documents under the Contract shall be sent to the addresses specified in the relevant applications and this Offer by e-mail or by alternative method specified by the Customer in the relevant application. The Parties have the right at any time to formalize a Contract in the form of one document signed by both Parties.
- 6.12The Offer is made in Russian and English. In the event of discrepancies between the texts, the text of the Offer in Russian shall prevail.

7. Details of the Contractor

Address: 109128, Russian Federation, Moscow, 2-nd Institutskaya st., house 6, building 37

INN: 7721188993 CAT: 772101001 Bank account: 40703840038000000116 at Sberbank of Russia BIC:044525225 Contact person: Filatova Olga Alekseevna Tel.: 8(499)174-75-82 E-mail: filatova-oa@yandex.ru