

## **PUBLIC OFFER AGREEMENT**

(Hereinafter referred to as the Agreement) LLC "Addwise", hereinafter referred to as the "Operator", represented by General Director A.A. Pak, acting on the basis of the Charter, on the one hand, and any individual who fully and unconditionally accepts the terms of this accession agreement in accordance with Articles 428 and 435 of the Civil Code of the Russian Federation, expressing acceptance of this offer by posting his personal data when submitting his resume to Addwise or posting their data in open sources, and confirming their agreement with the conditions below, hereinafter referred to as the "Applicant", on the other hand, collectively referred to as the "Parties", have entered into this Agreement as follows:

### **1. The Subject of the Agreement**

1.1. The Applicant transfers his personal data sufficient for the Operator to carry out activities related to the processing of the Applicant's personal data in order to identify the possibility of the Applicant filling vacant positions with the Operator's clients, including their transfer to third parties - the Operator's clients.

1.2. The purpose of processing the personal data of the Applicant is the implementation by the Operator of activities related to the selection of personnel.

1.3. The operator processes personal data by performing an action (operation) or a set of actions (operations) performed using automation tools or without using such tools 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.

1.4. The volume of personal data transferred for processing includes: –Surname, name, patronymic; –date of birth; –address of residence; –contact phone; –e-mail address; –information about education and specialty received; –requirements for a new job in terms of the desired position and the minimum wage; –other additional personal data that the Applicant considers it necessary to disclose about himself.

1.5. The unconditional acceptance (acceptance) of the terms of this Agreement is the sending of your data to the Operator, as well as the placement of your data in open sources.

## **2. Rights and obligations of the applicant**

2.1 In accordance with the subject of this Agreement, the Applicant undertakes:

2.1.1. Provide true, accurate and complete personal data.

2.1.2. Not to pretend to be someone else's name and / or not to mislead the Operator on behalf of someone else regarding his identification.

2.2. The applicant has the right:

2.2.1. To receive information about the Operator, about its location, about the availability of personal data related to the Applicant by the Operator, by contacting any office of Addize LLC in writing.

2.2.3. Clarify your personal data, demand to block it or destroy it if the personal data is incomplete, outdated, unreliable, illegally obtained and / or not necessary for the stated purpose of processing, as well as take measures provided by law to protect your rights ...

## **3. Rights and obligations of the operator**

3.1. In accordance with the subject of this Agreement, the Operator undertakes:

3.1.1. Process the personal data of the Applicant posted with the Operator or in open sources.

3.1.2. Transfer personal data of the Applicant by providing access to them to third parties - the Operator's clients.

3.1.3. Protect the personal data provided by the Applicant from unauthorized use, distortion, destruction or alteration, provided that the Applicant complies with the conditions of clause 2.1. actual agreement.

3.1.4. Within thirty working days from the date of receipt of the written request of the Applicant to change, clarify, block or destroy his personal data.

3.2. The operator has the right:

3.2.1. Refuse the Applicant to consider personal data / requests if there are serious grounds to believe that the data provided by the Applicant is incorrect.

3.2.2. Use personal data in the interests of the Applicant in the process of the Operator performing activities that do not contradict the subject of this Agreement and the stated goals.

3.2.3. Give recommendations to the Applicant to improve the presentation of their personal data, posted in the form of a resume, and make technical changes to the information about the Applicant processed by him.

#### **4. Responsibility of the parties**

4.1. In case of violation of clause 2.1. of this Agreement, the Operator does not bear any responsibility to the Applicant if, as a result of such a violation, the Applicant was harmed.

4.2. The Operator is not responsible for the possible misuse of information from the cloud CRM system, which is used by the Operator to store data about the Applicant.

4.3 The operator does not guarantee that the software, servers and computer networks used by the website are free from errors and computer viruses. If the use of the website has resulted in the loss of data, the Operator is not responsible for this.

4.4. The Operator is not responsible for the discrepancy between the personal data processed by the Operator and the actual data of the Applicant, if the personal data in the operator's database are incomplete, outdated or inaccurate, as well as for harm caused to the Applicant by the discrepancy of these data.

4.5. The Operator's failure to receive a refusal to consider personal data by the Operator, including those posted in open sources, is an automatic expression of the Contestant's full and unconditional consent to their processing by the Operator.

#### **5. Final clauses**

5.1. The Operator carries out its activities for the transfer and processing of the Applicant's personal data, corresponding to the stated purpose, free of charge.

5.2. This agreement is not an agreement between the Operator and the Jobseeker on the employment of the latter and does not guarantee employment of the Jobseeker.

5.3. This agreement cannot be understood as the establishment between the Operator and the Applicant of an agency relationship, partnership relationship,

joint activity relationship, personal employment relationship, or any other relationship not expressly provided for in this agreement.

5.4. This Agreement is deemed to have entered into force from the moment the Applicant contacts the Operator or in the absence of a written refusal to process his personal data, including posted in open sources. The contract is concluded for an unspecified term, according to which the personal data of the Applicant, including in the form of a resume, is processed for an indefinite period or until the withdrawal of the Applicant's consent to the processing of his personal data is received.

5.5. This Agreement may be terminated by agreement of the Parties or by the will of one of the Parties.

5.6. The terms of this Agreement may be changed by the Operator unilaterally. If the Operator decides to change the terms of this Agreement, the Operator will post on the Operator's official website (addwise.ru) a message about such a change and provide an opportunity for the Applicant to familiarize himself with the new terms at least 1 (one) calendar month before the entry of such changes. by virtue of. If the Applicant disagrees with the new conditions, the Applicant is obliged to send the Operator a written refusal to consent to the processing of his personal data. The receipt by the Operator of a written refusal and the destruction of personal data means the termination of this Agreement. The Operator's failure to receive such a refusal is an automatic expression of the complete and unconditional consent of the Applicant to the new terms of this Agreement.

5.7. The relations of the parties not regulated by this Agreement are governed by the current legislation of the Russian Federation.

5.8. If any disputable issues arise, the Parties shall take all reasonably necessary measures to settle them through negotiations. If the parties have not reached an agreement through negotiations within 10 (ten) calendar days, disputes between the Parties during the execution of the Agreement shall be resolved in court established by the current legislation of the Russian Federation at the location of the Operator.

General Director of LLC "Addwise" A.A. Pak