

Private Agreement

In..... today on... /... / 2020 the following parties:

I. The Limited Liability COMPANY under the name "COSMOCONNECT LTD TELECOMMUNICATIONS "and the distinctive title"", based at Alimos on Poseidonos Avenue number 69 with TIN 999370865, Tax Office of P. Faliro and is legally represented in the present by MURAT PECYUREK, (hereinafter referred to as "COMPANY"),

II. The COMPANY with the name "....." and the distinctive title «.....», Located in the Municipality of, street, number...., With TIN, Tax Office..... and is represented legally by the signatory present of or The COMPANY with the distinctive title ".....", based in the Municipality of, street, number...., With TIN, Tax Office (hereinafter referred to as "STORE"),

after taking into account:

a. that the COMPANY has developed and operates an online website (nvbay.com) for the promotion of internet products, as these are described in details on the above website, which is located at nvbay.com (site). The terms and conditions for the use of the above website of the COMPANY are mentioned in details in the above e-mail address.

b. that the COMPANY, in the context of its above activities and for the promotion of products, wants to develop a network of STOREs contracted with it, which operate legally in their country and which will sell to the final consumer the products listed on the website, in the listed on the website prices, which will be formed by the STORE, which is responsible for their pricing.

c. that the STORE operates legally in their country, having received for this all the required licenses and approvals from the competent public services and bodies and,

having for this the required experience, knowledge, know-how and licenses, wishes to cooperate with the COMPANY for sale. to the consumers of the products, which the consumer will have selected through an order form from the website of the COMPANY.

agree and mutually accept the following:

1 OBJECT OF THE CONTRACT

1.1. NVbay is a platform that provides electronic services by allowing third-party vendors (ELECTRONIC STORES) to sell their products to buyers (CONSUMERS).

1.2. The STORE undertakes the obligation for as long as and in the manner agreed with the present, to carry out the electronic orders that will be given through the electronic order form of the website nvbay.com and which will be received at the e-mail address (email) which maintains [..... .. @] and in particular to take care of the sale and delivery to the final consumer the products he has ordered through the above nvbay.com website place.

1.3. The COMPANY is obliged to take all the necessary actions in order to send on time the electronic orders it receives through its website, to the above e-mail address stated by the STORE.

1.4. For the shipment of the products, the STORE may use the courier COMPANY with which the COMPANY cooperates or may also contribute with any other COMPANY that wishes or use other ways of transport that it may have.

2. PRODUCTION PROCEDURE - SHIPPING OF ORDER IN THE STORE / CONSUMER

2.1. All orders are carried out exclusively by the COMPANY nvbay.com website. The consumer who chooses to browse the products displayed on the above website, has the opportunity through the electronic order form provided to him, to choose one or more of them and add them to his "electronic" basket. Then, in order to complete the order, he will have to fill in the fields that will be requested from the electronic form and especially name, contact phone number and / or e-mail address, as well as the shipping address of the product. Finally, for the completion of the order, he will be asked to make a relevant confirmation.

2.2. At the same time with the confirmation from the consumer, as above, the order will be automatically sent to the COMPANY's e-mail address, which in turn will inform the STORE that sells the specific product / products. The STORE must ensure that the list of its products is automatically updated on their availability and the required delivery time.

2.3. The STORE sends the order by the shipping company of its choice and informs the consumer by mail about the shipment of the product. Especially when it comes to order shipping by courier, it is agreed that the shipping cost will be borne by the consumer and will be added to the price of the products. For this purpose, the COMPANY undertakes to make a relevant and explicit indication both on the website nvbay.com and on the relevant online order form stated in paragraph 1.1 hereof that the shipping costs of the products are borne by the consumer.

2.4. The buyer has 48 hours from receiving the product to update the COMPANY about the status of the product so that the platform administrators immediately release the vendor's money. This service operates on a 24-hour basis (24/7). If the buyer within this 48-hour period has not updated the COMPANY for the status of the purchased product, the COMPANY administrators presume that the product is in line with its description and proceed to release the money and transfer it to the seller's account. If, within 48 hours of receipt of the product, the COMPANY administrators are informed that it is not in the status advertised, the buyer will notify COMPANY that he/she will return the product to the seller.

3. OBLIGATIONS OF THE ELECTRONIC STORE

3.1. The STORE states that it has the required licenses, specialized personnel, experience and knowledge to sell the products that will be ordered through the website nvbay.com of the COMPANY and undertakes the obligation, during the whole period of validity of the present, to fulfill its obligations as a prudent entrepreneur, based on good faith and transactional ethics and show due diligence while declaring that he meets the requirements of his operating license.

3.2. The STORE states and promises that there are no other commitments or agreements with third parties that prevent it from fulfilling its obligations under this Agreement.

3.3. The STORE must comply with all obligations without exception.

3.4. The STORE must cooperate with the COMPANY and provide it with all the information it may have and whenever requested, regarding modifications and any additions to the products for sale that are available through the website nvbay.com of the COMPANY.

3.5. The STORE states that it will provide the COMPANY with all the information concerning the COMPANY, indicatively the address, telephone number, e-mail address, photographic material, etc. and which it will be able to use in the construction and operation of its website nvbay.com.

3.6. The STORE will be solely responsible for pricing the products for sale, in accordance with the prices listed on the price list of the website nvbay.com and which it will sell, through the online orders it receives from the website nvbay.com of the COMPANY, to the consumer and is therefore obliged to issue all relevant receipts and documents. The STORE should also ensure that the products sold fully comply with the properties and description posted by the STORE on the Website, guaranteeing the completeness and truth of the stated and always complied with applicable legal, health and market laws. The COMPANY has absolutely no responsibility for any consequences (civil, criminal, etc.) that arise at any time from the non-compliance with the above obligations of the STORE.

3.7. Also, the STORE is obliged to deliver the products to the consumer packaged and within the days provided according to their destination (inside / outside Attica, remote areas), except in cases of force majeure.

3.8. The STORE, in addition to those agreed in paragraph ten (10) hereof, is obliged to maintain strict and absolute confidentiality in relation to the terms and conditions of this agreement as well as any information or commercial secrets of the COMPANY and its traders that will come to its notice from the execution of the present or on the occasion of its execution. It is also prohibited in the STORE to disclose details to the public regarding the cooperation mentioned herein, without prior written permission of the COMPANY, in addition to any notifications required by law, as well as the conclusion of similar cooperation with other companies operating in similar areas, without prior written notice from the COMPANY. Any violation of the above obligations of the STORE, constitutes a violation of a substantive condition and gives the right to the COMPANY to terminate the present, in accordance with the provisions of paragraph eight - two (8.2) of this.

3.9. The STORE is obliged to pay to the COMPANY the contractual price, which comes to 10% plus VAT on the accrued sale price of each product, in accordance with the specifics specified in paragraph five (5) of this, by deducting this percentage from the amount received from each sold product and its withholding as a fee from the COMPANY.

3.10. The STORE is required to create an account with a username and password in order to use the services of the COMPANY to sell its products. This account is considered non-transferable and any use of the website through this account will be deemed to be made by the STORE.

3.11. The STORE is obliged to contain on the NVbay website and in the description of (each) product, information regarding the right of consumers to withdraw and in general to implement a product return policy, which is in accordance with the provisions of national and European legislation. In case of a product that has a defect or lack of agreed

quality, the Consumer has all the rights from the applicable provisions and laws regarding the contract of sale and protection of the consumer.

3.12. The recording of the obligations and duties of the STORE in this paragraph three (3) is indicative and not restrictive of the commitments contained in other articles.

4. LIABILITIES OF THE COMPANY

4.1. The COMPANY is obliged to ensure that the STORE will be provided with adequate support at all times, whenever requested, regarding the manner in which orders are placed through its website nvbay.com. It is also obliged to create a special e-mail address, which will be notified to the STORE and to which it can be addressed for any issue related to the execution of orders.

4.2. The COMPANY is obliged to take care of and carry out all the necessary actions, in order for the website nvbay.com to be in continuous, uninterrupted and complete operation, except in cases where any malfunction of the site is due to force majeure.

4.3. The recording of the obligations and duties of the COMPANY in this paragraph four (4) is indicative and not restrictive of the commitments contained in other articles.

5. CONTRACT PRICE - TYPES OF PAYMENT

5.1. For its participation in the website nvbay.com of the COMPANY, in the list of the cooperating STOREs and the use of the services of the COMPANY, the STORE must pay to the COMPANY a percentage on the accrued sale price of each product, which is now set at 10% plus VAT.

The COMPANY will collect the amount from the sale of the product and will return it to the STORE deducting the above percentage of 10% (plus VAT) which will be withheld by the COMPANY. The amount that the COMPANY will receive from the sale of the product, will be released and will be attributed to the STORE at the same time with an e-mail sent to the STORE, which will be informed about the order of the Consumer, as well as the credit of the amount of the sale (deducted from the above percentage) to the STORE account. For this purpose, the STORE is obliged to notify the COMPANY of the number of a valid bank account in which the amount of each sale will be credited by the COMPANY, deducted from the above agreed percentage. In case of non-compliance of the STORE and non-compliance with the above obligation, the COMPANY, in addition to any legal claim, will retain the right to terminate the contract and exclude the STORE from future cooperation.

5.2. For the payment of the above agreed percentage by the STORE, the COMPANY is obliged to issue a relevant invoice / documents. Similarly, the STORE will invoke the products by issuing the relevant documents, which will be sent to the Consumer together with the product / products he has ordered.

6. RESPONSIBILITY

Each Contracting Party shall be liable for any losses or damages which are due to its own fault during the performance of the contract. In case of damage due to violation of the obligations arising from this or the Law by any of the parties, the other party is entitled to claim compensation for any positive or negative damage or moral damage in accordance with the provisions of Greek Law. COMPANY is not responsible for the inability to use its services and to carry out transactions due to force majeure or due to software errors.

7. DURATION

7.1. The duration of the contract is agreed for one year starting at... .. and ending at.... Its validity begins immediately with the signing of this.

7.2. After the expiration of its original duration, the parties have the right to renew it for a period of / Or one (1) year at a time, by written joint agreement, expressly excluding any non-written or tacit extension / renewal of duration of this contract.

8. SOLUTION AND COMPLAINT

8.1. This Agreement is automatically terminated upon the expiration of the agreed term. The Contracting Parties may terminate this by notifying the other Party in writing. The results of the complaint will occur after three (3) days from the date of notification of the complaint from one party to the other. This Agreement may be terminated at any time for good reason by both parties. An important reason is the breach of a substantive contractual obligation arising from this Agreement, all of which constitute the legal basis for this Agreement.

8.2. The parties agree that the case of bankruptcy, liquidation, compulsory management or cessation of payments by either of the two parties or any other similar regime with equivalent legal effects (even if it has not been placed in the above status and has only been filed), justify the early termination of this by the other party.

8.3. In the event of the expiration of the contractual term and the conversion of the Contract to an indefinite period, then it may be terminated by any party with a regular termination without the existence of a substantial reason being required.

9. FORCE MAJEURE

The COMPANY will not be liable for any damage, loss, positive or negative delay or consequence, which will arise (with immediate causation) from an event which constitutes force majeure and makes it impossible or particularly burdensome to perform all or part of the contractual obligations. For the purposes of the present, force majeure means all those events or incidents which have been classified as such by the jurisprudence of the Greek courts, which are outside the sphere of control or influence of the COMPANY and which could not have been foreseen even by paying special attention to it, as well as all those events or incidents for which neither party is responsible. In the case of force majeure, the relationship will be deemed to have been temporarily suspended for a period of time equal to the duration of the force majeure or event, in which case all deadlines, payments and obligations arising out of the present will be suspended except from the obligations that have already preceded. Cases of force majeure, which affect the performance of contractual obligations, are accepted only as a reason for delay and not as a reason for compensation of the counterparty. If the force majeure lasts for a period exceeding three (3) months, then the Contracting Parties are entitled to file a written, unaddressed and unresolved claim, stating in writing the reason for making this complaint necessary. The party that falls into arrears or inability to fulfill its obligations due to force majeure must immediately inform the other party concerned of the situation that has arisen. The STORE is not entitled to raise any claims against the COMPANY regarding any costs or financial burden, as a consequence of an incident of force majeure.

10. PRODUCTS

The Store may not place or sell products which are illegal, or infringe intellectual property or industrial property rights and are generally not compatible or related to the products included in the Company's list of acceptable products posted on the platform's website. The Company reserves the right to add additional products to the List of Products, during the validity of this. The uploading of products from the Store will be subject to control by the Company and in case the Store repeatedly uploads products that fall under any of the above cases of unacceptable products, the Company will be entitled to terminate the cooperation with it or even to rule out future collaboration.

11. CONFIDENTIALITY - PRIVACY

11.1.The parties hereby undertake to maintain strict confidentiality in relation to the terms and conditions hereof as well as any information or commercial and trade secrets thereof and the economic data of the counterparty, the business organization, the know-how, the policy, the clientele, the prices and the general activities of its business, which may will come to their notice by the execution of this or on the occasion of its execution. The parties further promise and are obliged to impose the above confidentiality obligations on both their employees and third parties, to whom they assign tasks in relation to the present. The above obligation to comply with the confidentiality of such information, does not apply to information which is known to the public or for which there is an obligation to inform the public or any competent authority.

11.2.After the expiration of this in any way, either due to the expiration of its term or due to its termination, the STORE is obliged to return immediately and free of charge to the COMPANY any accompanying or confidential document at its disposal, as well as any material in general (ex. packaging, a label which belongs to the COMPANY on which the mark and / or the distinctive features of the COMPANY have been placed) which at that time is at its disposal or possession. In any case, after the expiration of the present, the STORE is prohibited from using in any way the trademark of the COMPANY and the same or similar logo or format for any product.

12. SPIRITUAL AND INDUSTRIAL PROPERTY

All data, documents and files, in electronic or material form, except those that are shared by nature, which are used by the STORE for the sale of products, such as the materials with which they are packaged, and generally anything related to the creation, organization and operation of the website nvbay.com of the COMPANY, constitute the property of the COMPANY, which is entitled to use them after the dissolution of the present in any way, without the STORE having any claim relating to them. The Company will not be held liable in the event that the Store, in the context of the sale of its products, commits acts that infringe the copyright and industrial property rights of third parties. In case of raising such a claim by a third party the Store will reimburse the COMPANY for any amount it has been asked to pay, including court costs for such a claim. It is expressly agreed that the erection of such a claim may be a ground for termination of the Contract or, as the case may be, a reason for withdrawal of the Contract, in accordance with the law of sale.

13. PROTECTION OF PERSONAL DATA

The STORE accepts the keeping and processing of its personal data, as stated by the same for its participation in the various services of the website of the COMPANY.

Furthermore, the administrator of the site will keep a file with the personal data of users - visitors, in accordance with the terms and conditions of Regulation (EU) 2016/679 of the European Parliament and Law 2472/1997 as in force, on the confidentiality of personal data , at the same time being obliged to comply with the provisions of Law 2225/1994 and P.D. 47/2005 for the lifting of this secrecy to any judicial authority, for reasons of national security or for the ascertainment of particularly serious offenses. This information is never disclosed to third parties (except where provided by law to the competent authorities alone), but their personal character is preserved. Nvbay.com maintains files with this information in a positive and meaningful manner and for definite, clear and meaningful purposes, and specifically exclusively for communication, statistical and service improvement purposes. In any case, the user / visitor of the site has the ability after contacting the relevant department and finding the existence of staff of the file to request its deletion, correction or change.

14. OVERVIEW - SEPARATION

No Contracting Party has the right to substitute, transfer or to assign, in part or in whole, his rights and obligations arising from this Agreement only with the prior express written consent of the Contracting Party.

15. INDEPENDENCE OF THE STORE

15.1. For the purposes of this, the STORE will be considered an independent enterprise and not a representative or an employee of the COMPANY, as well as persons acting on its behalf. This does not constitute or may constitute a partnership or consortium of the Parties.

15.2. In all cases where decisions need to be taken and then implemented by the STORE, the written consent of the COMPANY is required in matters not covered or sufficiently described herein.

16. APPLICABLE RIGHT - JUSTICE AND ARMEDITY

16.1. Greek law is defined as the applicable law of the present. The validity and interpretation of this as well as the legal relations that connect the parties will be governed by Greek Laws.

16.2. Any future dispute between the Contracting Parties arising out of the performance, interpretation or complaint hereof shall be settled amicably by the Contracting Parties which undertake to make all necessary arrangements for its amicable settlement within the framework of good faith. However, if any dispute is to be finally resolved in court, it will be done exclusively by the Courts of Athens, which are hereby designated by the parties as exclusively competent in place and in substance, with jurisdiction to settle the legal dispute.

17. OTHER TERMS

17.1. This constitutes the full agreement between the parties in relation to this subject and shall prevail over any previous negotiation, declaration or agreement relating to this present, whether in writing or orally, unless expressly incorporated herein. No change or modification hereof shall be valid unless it is made in writing and legally signed by the parties herein.

17.2. Any delay, negligence or intolerance of one of the parties towards the other, with regard to the exercise of any right herein, may never be construed as a waiver, nor does it modify or alter this right, nor does it preclude the exercise in the future.

17.3. All of these terms are interpreted as required by the good faith, taking into account the transactional ethics and especially under it in the light of the pursuit of results. In case anyone from the terms of this is considered invalid, the remaining terms are retained in force, as if the invalid term was not included from the beginning in the present and will in no way affect the validity of the remaining terms. At the same time, the waiver of any of these terms will not be considered a waiver of the remaining terms and conditions.

17.4. The headings of these terms are included solely for the convenience of reading the text, they do not amend the provisions hereof and do not in the least alter the meaning or interpretation of the provisions, nor do they affect the rights and obligations of the parties deriving from the provisions hereof.

In the credit of the above, the present was drawn up in two (2) identical originals, which, after being read, were legally signed.

THE CONTRACTING PARTIES

FOR THE COMPANY

FOR THE STORE

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(SIGNATURE/ STAMP)

(SIGNATURE/STAMP)

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