**PUBLIC OFFER realization of objects of art**

This offer (hereinafter referred to as the offer) is addressed to an individual (hereinafter referred to as the Customer) and is an official public offer of ART-MOST Limited Liability Company (hereinafter referred to as the Contractor) to conclude an agreement on the sale of art objects.

**1. THE SUBJECT OF THE AGREEMENT**

1.1. The Customer instructs, and the Contractor assumes the obligation to sell, for a fee, on his own behalf and at his own expense, objects of art to an unlimited number of persons, according to the list (Appendix No. 1), which is an integral part of the Agreement for the sale of objects of art (hereinafter referred to as the Agreement).

1.2. The Contractor undertakes to execute the order under the Contract on terms that are most favorable for the Customer.

1.3. The implementation of services is carried out by posting relevant information in the information and telecommunications network "Internet".

1.4. This offer is an integral part of the Agreement, determines the procedure for the provision of services for the sale of art objects. The offer is available for review in the information and telecommunications network "Internet" on the Contractor's website.

1.5. The agreement between the parties is concluded by accepting the Customer's offer. Acceptance of the offer is the performance by the Customer of actions that are considered as full and unconditional consent to the terms of the offer - providing the Contractor with information about the author and objects of art (including cost, name, size (height and width of the work in centimeters), technique of execution (oil, pencil, pastel, etc.), performance material (cardboard, canvas, paper, etc.), year of painting and its location, as well as high-quality photographs of the art objects for sale (at least 2,000 (two thousand) pixels) at the largest party, the recommended price for the sale of a art object By accepting the terms of this offer, the Customer unconditionally agrees to the terms of the public offer for the sale of art objects.

**2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**2.1. Customer Responsibilities:**

2.1.1. Within 2 (two) business days, provide information about the author and objects of art (including cost, title, size (height and width of the work in centimeters), technique of execution (oil, pencil, pastel, etc.), material of execution (cardboard , canvas, paper, etc.), the year of the painting and its location, as well as high-quality photographs of the art objects for sale (at least 2,000 (two thousand) pixels) on the longest side.

2.1.2. Provide the Contractor with contact information (e-mail address, telephone number) to contact him at any time convenient for the Contractor during the period of validity of this Agreement.

2.1.3. Inform about the current location of art objects that are the subject of this Agreement.

2.1.4. If you have your own personal website, indicate contact information for communication with the Contractor.

2.1.5. Submit at least 5 (five) of your works for implementation.

2.1.6. In advance, no later than 2 (two) working days, inform in writing about the sale of a art object to third parties.

2.1.7. In the case of an independent sale of a art object, remove it from sale by informing the Contractor in advance, but no later than 2 (two) business days.

2.1.8. Not later than 2 (two) working days to inform about changes in prices for art objects that are the subject of this Agreement.

2.1.9. Ensure the preservation of art objects that are the subject of this Agreement.

2.1.10. Ensure that the price of an object of art posted on the Contractor's Internet resource does not exceed the price of the same object of art indicated on other Internet resources, and notify about such circumstances no later than 2 (two) business days.

2.1.11. Do not sell an item of art below the price agreed with the Contractor for the sale of this item of art.

**2.2. Rights of the Customer:**

2.2.1. Independently dispose of the object of art for the period of validity of this agreement.

2.2.2. Provide your work as a portfolio (the number of works for the portfolio cannot exceed the number of art objects submitted for sale).

2.2.3. Remove the item of art from the sale, having previously notified the Contractor within 2 (two) business days.

2.2.4. Give recommendations on setting prices for the sale of art objects.

2.3. Executor's Responsibilities:

2.3.1. Implement services using promotional and introductory materials by posting relevant information on their own advertising and Internet resources.

2.3.2. Place information about the author and objects of art, as well as images of objects of art for sale on the pages of the site within 2 (two) working days from the date of receipt of information from the Customer specified in clause 2.1.1. of this Agreement and signing of this Agreement.

2.3.3. Provide services for the sale of art on its own behalf and at its own expense.

2.3.4. Inform the Customer about the procedure and conditions for the provision of services;

2.3.5. In writing, no later than 2 (two) working days, notify the Customer of the beginning and end of negotiations with potential buyers of arts.

2.3.6. Coordinate with the Customer possible costs associated with the performance by the Contractor of his obligations under the Contract.

2.4. Executor's rights:

2.4.1. By written agreement with the artist, change the price of the sale of art objects.

2.4.2. Require the Customer to reimburse the Contractor's expenses related to the performance by the Contractor of his obligations under the Contract.

2.4.3. In the event that the facts of the sale by the Customer of art objects at prices lower than the prices of the Contractor are revealed, unilaterally terminate this Agreement by notifying in writing within 2 (two) business days.

2.4.4. Independently sell souvenir products (printing, clothing, household items, etc.) with the image of the Customer's art objects.

**3. COST OF SERVICES, REMUNERATION AND PROCEDURE**

**SETTLEMENTS UNDER THE CONTRACT**

3.1. For the fulfillment of the order for the implementation of the Customer's services, the Contractor is paid a remuneration in the amount of 30% (Thirty percent)% of the amount of the sale of art objects.

The amount of remuneration is paid by independent deduction of remuneration by the Contractor when transferring funds to the Customer.

3.2. 70% of the amount of the sale of an object of art presented by the Customer is transferred to the specified account of the customer in your country's currency.

3.3. Settlements with the Customer under this Agreement are made within 10 (ten) working days from the date of signing by the Parties of the Act of acceptance and transfer of the object of art.

3.4. In the case of the sale of digital images and souvenir products (printing, clothing, household items, etc.), with the image of the Customer's arts, the Contractor pays the Customer a remuneration in the amount of 20 (twenty)% of the sale of this souvenir product (excluding manufacturing costs). It is possible to agree on the final amount with the Customer.

**4. SUBMISSION OF THE CONTRACTOR'S REPORT**

4.1. Within 5 working days from the date of fulfillment of the obligation to sell objects of art, the Contractor sends the Customer a report (Appendix No. 2) in 2 (two) copies, in which it is calculated on the execution of the order and indicates its reasonable costs for the fulfillment of the obligation, drawn up in accordance with the requirements legislation.

4.2. The Customer is obliged to consider the Contractor's report within 5 working days from the date of receipt and, in the absence of motivated objections, approve the specified report, otherwise, within the period specified in this clause of the Agreement, send the Contractor written motivated objections.

4.3. If, within the period specified in clause 4.2 of the Agreement, the Customer has not sent written reasoned objections to the Contractor, the Contractor's report is considered approved, and his obligation is duly performed.

4.4. The Contractor is obliged, within 5 working days from the date of receipt of objections from the Customer, to eliminate the Customer's comments and send him the necessary written evidence, which the Customer is obliged to consider within the period specified in clause 4.2 of the Agreement.

4.5. The Contractor's report must be accompanied by the necessary evidence of expenses incurred by the Contractor under the Contract.

4.6. Within 5 working days from the date of approval by the Customer of the Contractor's report or from the day when the Contractor's report is considered approved in accordance with the Contract, the Customer shall reimburse the Contractor's expenses under the Contract specified in the Contractor's report.

4.7. Simultaneously with sending the Contractor's report, the Contractor transfers to the Customer all the funds received by the Contractor under transactions made under the Agreement.

4.8. Transfer of all documents specified in p.p. 4.1, 4.2, 4.4 of the Agreement is carried out by the postal sender with notification of delivery to the addressee or by courier at the option of the Party sending the documents.

4.9. The transfer of all documents specified in clause 4.1 of the Agreement that do not comply with the requirements of the law is the basis for non-payment of remuneration to the Contractor and / or reimbursement by the Customer of expenses to the Contractor under the Contract.

**5. RESPONSIBILITIES OF THE PARTIES**

5.1. The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations under the Agreement in accordance with the Agreement and Russian legislation.

5.2. The penalty under the Agreement shall be paid only on the basis of a reasonable written request of the Parties.

5.3. Customer Responsibility:

5.3.1. In case of late reimbursement of the Contractor's expenses and / or payment of remuneration to him, the Customer undertakes to pay the Contractor a penalty at the rate of 0.1% of the untimely paid amount for each day of delay.

5.3.2. In case of violation by the Customer of the obligations provided for in paragraphs. 2.1.1., 2.1.6, 2.1.7, 2.1.8, 2.1.10 of the Agreement, the Customer undertakes to compensate the Contractor for the losses incurred in full.

5.3.3. If as a result of the Customer's actions listed in clause 5.3.2. of this Agreement, the Contractor was unable to sell the object of art to a potential counterparty and, thereby, caused him inconvenience and suffered reputational and financial losses, the Customer is obliged to provide such counterparty of the Contractor with a discount on a similar object of art in the amount of 20% of the price agreed for sale.

5.4. Contractor's responsibility:

5.4.1. In case of improper fulfillment of the obligation to sell art objects, the Contractor undertakes to compensate the Customer for the losses incurred in full.

**6. DISPUTES RESOLUTION**

6.1. All disputes and disagreements that may arise during the execution of this Agreement will be resolved by the Parties through negotiations.

6.2. The dispute may be referred to the court for resolution after the parties have taken measures for pre-trial settlement upon the expiration of thirty calendar days from the date of filing the claim.

6.3. If it is impossible to resolve disputes through negotiations, the Parties shall submit them for consideration to the court in accordance with the legislation of the Russian Federation.

**7. VALIDITY OF THE OFFER**

7.1. The offer is valid until its official withdrawal by the Contractor. In the event of an official withdrawal by the Contractor of the offer, information about this is posted on the Contractor's website on the Internet.

**8. OTHER TERMS**

8.1. The cost of a art object provided for sale: at least 5 (five) thousand rubles, the maximum cost is not limited.

8.2. All notifications, changes and additions to the Agreement are valid if made in writing and signed by both Parties or sent to the e-mail addresses of the Contractor (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and the Customer (the address from which the information necessary for the acceptance of this offer was received). The relevant additional agreements of the Parties are an integral part of the Agreement.

8.3. The Agreement may be terminated early by agreement of the Parties or at the request of one of the Parties in the manner and on the grounds provided for by the current legislation of the Russian Federation.

8.4. In everything that is not directly provided for by the contract and the public offer, the parties are guided by the legislation of the Russian Federation and the customs of business.

8.5. By concluding an agreement on the terms of the offer, the Customer, acting by his will and in his interest, gives his consent to the processing of his personal data, namely, to perform, among other things, the following actions: collection, systematization, accumulation, storage, clarification (updates, changes), use , distribution, depersonalization, blocking and destruction of any information related to the personal data of the payer, in order to conclude an agreement with the Contractor, to execute the concluded agreement. The Customer also agrees to the transfer to the Contractor in order to carry out the actions provided for in this clause of the offer, his personal data to third parties if there are contracts duly concluded between the Contractor and such third parties.

**9. ADDRESS AND BANK DETAILS OF THE CONTRACTOR**

Limited Liability Company "ART-MOST"

TIN 6316251153 KPP 631601001

PSRN 1186313108827

account 40702810729180007341, BIC 042202824

BRANCH "NIZHGORODSKII" JSC "ALFA-BANK"

account 30101810200000000824