

## Distance Agreement for the Provision of Marketing Services

This Distance Agreement ("Agreement") is entered into between SIA DEMPIRE ("Company" or "Service Provider") and the Client ("Client" or "You") for the provision of marketing services. This Agreement is applicable when the services are provided remotely, without physical presence or face-to-face interaction between the parties.

### 1. Services

1.1 Description: The Company agrees to provide marketing services to the Client as outlined in the Invoice, which specifies the scope of work, timeline and fees.

### 2. Communication and Collaboration

2.1 Remote Communication: The Company will communicate with the Client through remote means such as email, phone calls, video conferences, or other agreed-upon methods.

2.2 Collaboration and Feedback: The Client agrees to provide timely and accurate information, feedback, and necessary approvals to facilitate the provision of marketing services. Any delays caused by the Client's failure to provide required information or feedback may impact project timelines and deliverables.

### 3. Intellectual Property

3.1 Client Materials: The Client grants the Company a limited, non-exclusive, royalty-free license to use and reproduce any materials provided by the Client (such as logos, images, text) for the sole purpose of providing the marketing services. The Client represents and warrants that it owns or has obtained all necessary rights for the use of such materials.

3.2 Company's Intellectual Property: The Company retains all rights, title, and interest in any pre-existing intellectual property, proprietary methodologies, and creative materials developed or used in the provision of the marketing services.

### 4. Confidentiality and Data Protection

4.1 Confidentiality Obligations: The Company agrees to treat all non-public information disclosed by the Client as confidential and to use such information solely for the purpose of providing the marketing services. This obligation shall survive the termination of this Agreement.

4.2 Data Protection: The Company shall comply with applicable data protection laws and regulations in handling any personal data provided by the Client. The Company will implement reasonable security measures to protect such data against unauthorized access, loss, or disclosure.

### 5. Payment and Billing

5.1 Fees: The Client shall pay the fees as outlined in the Invoice. Payment terms, including due dates and accepted payment methods, are specified in the Invoice.

5.2 Invoicing: The Company will provide invoices to the Client based on the agreed payment schedule. Invoices shall be sent electronically to the email address provided by the Client.

### 6. Limitation of Liability

6.1 Disclaimer of Warranties: The Company provides the marketing services on an "as is" basis without any warranties, expressed or implied. The Company does not guarantee specific results or outcomes from the marketing services provided.

6.2 Limitation of Liability: In no event shall the Company be liable for any indirect, incidental, consequential, special, or exemplary damages arising out of or in connection with the provision of the marketing services, including but not limited to lost profits, loss of data, or loss of business opportunities.

## 7. Termination

7.1 Termination Rights: Either party may terminate this Agreement in accordance with the termination provisions specified in the e-mail (info@dempire.lv) or upon mutual agreement in writing.

7.2 Consequences of Termination: In the event of termination, the Client shall pay for all services rendered up to the termination date, including any outstanding fees or expenses incurred.

## 8. Governing Law and Jurisdiction

8.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where SIA DEMPIRE is located.

8.2 Dispute Resolution: Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in that jurisdiction. The parties agree to attempt to resolve any disputes amicably through good-faith negotiations.

## 9. Entire Agreement

This Agreement, together with the Invoice, constitutes the entire agreement between the Client and the Company regarding the provision of marketing services and supersedes all prior agreements, understandings, or representations, whether written or oral.

By accepting the services provided by SIA DEMPIRE, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this Distance Agreement.