

Public offer

for the creation of the advertising and information materials, their placement in the Internet and consultancy services for their online publishing

the city of Belgrade

Published on September 01, 2024.

The present wording of the standard form agreement was published and is effective from 01.09.2024.

The present document is an official public offering (offer) of Balkan Digital Assistance DOO Beograd, in the person of Anna Shmeleva, the Director, acting by virtue of the Charter, hereinafter referred to as the «Contractor», and contains all substantive terms of service.

Pursuant to articles 31 – 44 of the LAW ON BINDING RELATIONSHIP (“Statements of SFRY”, No 29/78, 39/85, 45/89 – decision of the Federal Republic of Yugoslavia and 57/89, “News of SFRY”, No 31/93, “Sl. list SCG», No 1/2003 – the Constitutional charter and the «Official Journal of the Republic of Serbia”, № 18/2020) Republika Srbija (hereinafter – OO RS), any person, accepting this offer, becomes the “Client”, if the below stated terms and payment of services are accepted.

1. Terms and definitions.

1.1. "Offer Agreement" (hereinafter referred to as the offer) is the present document, "offer (public offer)" for the creation of the advertising and information materials, their placement on the Internet and consulting services for their online publishing, posted in the Internet on the company's website <https://balkandigitalassistance.com>, as well as sent for review by e-mail or provided for review by any other means.

1.2. «Posting» – placement of the document in the public domain in the Internet at the URL set out in the offer.

1.3. «Offer acceptance» – pursuant to the OO RS, offer acceptance is equivalent to contract signature on the terms set out in the offer. Offer acceptance is full and unconditional acceptance of the offer, payment of the ordered services by prepayment in the manner prescribed by this agreement.

1.4. «Client» – a legal entity, an individual entrepreneur or a physical person, performing Offer acceptance, thus being the Owner of services of the Contractor under the signed offer agreement.

1.5. «Personal account» – account of the Client is the Systems of Google Ads, Facebook, Instagram, Youtube, LinkedIn (hereinafter – the Systems).

1.6. "Contractor's Services" – a set of activities carried out by the Contractor, including the creation, configuration, consulting support and monitoring of the Client's advertising campaign; preparation of recommendations for improving advertising and information materials; collection and analytical processing of statistical data of the Client's advertising campaign.

2. Scope of the offer.

2.1. Pursuant to the terms of the offer, the Contractor undertakes to render services in the Internet:

- Creation of advertising materials for their placement by the Client using the systems of

contextual and targeted advertising;

- Creation of the Client Personal account;
- Consultancy support of the advertising campaign for the products, works, services, as well as the website of the Client, placed by the Client using the services of contextual and targeted advertising in the systems of Google Ads, Facebook, Instagram, Youtube, LinkedIn;
- If required, amending the advertising materials.

2.2. The Client undertakes to pay the services, set out in clause 2.1 of the offer.

2.3. The list of services to be provided within the offer, the number (period) of service provision and other conditions, determining the procedure for service rendering, the cost of services for placement of the advertising materials of the Client (if such service is available), as well as other information, essential for service provision, are set out in the invoice, issued by the Contractor for payment under this agreement, which is an integral part of this agreement. When issuing an invoice for the provision of services, the Rates stipulated in Annexes No. 1 and No. 2 to this offer and/or other individual Rates are applied as agreed by the parties.

3. Execution of the agreement by way of the public offer acceptance.

3.1. The present offer is a public one, pursuant to which the Contractor undertakes to render services in regards of the general public (Clients), requesting provision of services.

3.2. Posting the text of the offer on the website of the Contractor <https://balkandigitalassistance.com>, is a public offering (offer) of the Contractor, addressed to general public, to execute the present agreement.

3.3. Agreement is executed by the Client's accession to the present agreement that is by the Client's acceptance of terms of the present agreement in general, without any conditions, exceptions and reservations.

3.4. The fact of the Client's acceptance of the terms of this agreement is the Client's payment for the services ordered by the latter in the manner and on the grounds set forth by this agreement.

3.5. If the Offer acceptance procedure is met, the offer is deemed signed in simple written form.

4. Rights and liabilities of the Parties.

4.1. The Client undertakes to:

4.1.1. Assign promptly a responsible employee to interact with the Contractor's employee and provide his contact details to the Contractor not later than 3 (three) business days after the date of the offer acceptance. All correspondence carried out by e-mail, fax and messengers between the responsible persons is legally binding upon agreement and approval at all stages of Service provision.

4.1.2. Provide the Contractor with the ready-made information/data for the placement of the advertising materials or the information/data necessary for the Contractor to prepare the information and advertising materials, as well as specify the requirements for the creation of the information and advertising materials, their further processing at least 5 (five) working days before the planned start date for the provision of services.

4.1.3. Comply with the offer terms, as well as accept and pay timely to the Contractor for the provided services at times, in the amount and manner, prescribed by the agreement.

4.1.4. Not later than 2 (two) business days after the date of sending by e-mail, agree the materials submitted by the Contractor or amend them by sending e-mail messages. If the Client provides no response within this time, the materials are deemed to be agreed by the parties.

4.1.5. Ensure safety (ban from sharing with the third parties) of the information, received from the Contractor (logins, passwords, etc.).

4.1.6. Provide the information/data and materials, required for the Contractor to provide the services, which are not contrary to the legislation of the Republic of Belarus, as well as the requirements for the advertising materials of the Systems.

4.1.7. Not to amend and adjust the advertising campaigns and advertisements without prior agreement with the contractor.

4.1.8. Apply and not change the setting parameters of the software and services, recommended by the Contractor without prior agreement with the latter, as well as ensure safety and confidentiality of the service information (links, user names, passwords, etc.), obtained from the Contractor.

4.1.9. Pay on its own the fee for the placement (distribution) of advertisement as per the legislation of the Republika Srbija.

4.2. The Client is of right to:

4.2.1. Monitor the stages and the quality of services, provided by the Contractor.

4.2.2. In the course of the offer give instructions on amendment of the materials, subject the latter are not contrary to the before declared agreements and do not extend their scope. For the instructions causing substantial increase of the agreement scope, an additional invoice is drawn up.

4.2.3. Use the information, received from the Contractor, in accordance with the procedure and under the terms of the present agreement.

4.3. The Contractor is liable to:

4.3.1. Provide the Client with the services, paid pursuant to the offer clauses.

4.3.2. Assign a responsible employee to interact with the Client's employee and provide his contact details to the Client not later than 3 (three) business days after the date of the agreement execution. All correspondence carried out by e-mail, fax and messengers between responsible persons are legally binding upon agreement and approval at all stages of service provision.

4.3.3. Agree with the Client the media-parameters of the information materials in case of their development by the Contractor.

4.3.4. Proceed to service provision within 3 (trpex) working days after complete payment of services, set out in the present agreement and the invoice.

4.3.5. Consult the Client on issues, related to the present agreement, during the working hours exclusively from 9.00 to 13.00 and from 14.00 to 18.00.

4.3.6. Provide the Client with the statistical reporting on the conducted advertising campaign of the Client upon written request of the Client. The Contractor sets up on its own the ways and forms of statistical reporting provision.

4.3.7. Provide services in the scope, set out in the invoice and paid by the Client pursuant to the terms of the present agreement.

4.4. The Contractor is of right to:

4.4.1. Refuse to perform the terms of the present agreement, subject the Client violated its liabilities to pay the services and in case of untimely supply of information, required for further service provision.

4.4.2. Repudiate the agreement and stop service provision unilaterally and without judicial procedures in case when:

- the Client failed to rectify its violations of the offer within one month from the date of the Contractor's claim for their elimination;
- the delay in payment for the provided Services exceeds one month.

4.4.3. Use the name and the trade mark of the Client in its own advertisements in case the Contractor rendered services to the Client or when such right is provided for in the invoice, the Contractor issued to the Client.

5. Terms and conditions of service provision.

5.1. The Client ensures that the information materials, the information and the data, provided and/or independently posted by the Client using the Personal Account, access to which is provided by the Contractor on the Internet, or used by the Contractor when creating the information and advertising materials, respect the rights of the third parties, are used by the Client legally, and fully comply with the legal requirements of the Republika Srbija, the present agreement and the requirements set out for the placement of information and advertising materials in the relevant Systems.

5.2. Within 3 (three) business days from the date of provision of the advertising materials by the Client, the Contractor undertakes to decide whether the advertising materials or the information of the Client comply with the terms of the present agreement or reject their acceptance. The Contractor may decide to reject acceptance of the advertising materials or the information on any grounds set out in clause 5.1 of this offer, which the Contractor deems essential in each specific case. The Contractor's decision on rejection of acceptance of the advertising materials or the information is communicated to the Client by any and all ways on the day it was taken. The Contractor has the right to stop placement of the Client's advertising materials using the Personal Account provided by the Contractor under the present agreement, if they do not comply with clause 5.1 of the present agreement.

5.3. The Contractor renders services under the present agreement using the services, provided by the relevant Systems, as per their requirements, set out for the advertising materials.

5.4. If any nonconformity of the materials, the information and the data, submitted by the Client, to the requirements of the present agreement is revealed in further performance of liabilities for service provision by the Contractor, and/or their posting or use by the Client violate or may violate the third party rights, the valid legislation of the Republic of Belarus and the stipulations of the international treaties and agreements, the Contractor terminates execution of the liabilities

hereunder until the restoration of the third party rights and/or until the Client (Contractor upon the order of the Client) brings the information materials in conformance to the set out requirements.

5.5. The Contractor provides services to the Client in the scope (during the period), paid by the Client under the terms of the agreement.

5.6. In case of the offer termination, the «Advertising campaign», as well as all materials, related to it and transferred to the Client in the course of the agreement, remain property of the Client.

6. Procedure of delivery-acceptance of the rendered services.

6.1. Herein the parties agreed that services, provided by the Contractor, are accepted by signature of the certificate of services rendered, prepared by the Contractor.

6.1.1. Not later than the 10th (tenth) of the month, following the reported one, the Contractor provides the Client on a monthly basis with the certificate of services rendered for the reporting month, certified by the facsimile printing of the Contractor and the signature of the authorized person.

6.1.2. In case there any objections, the Client shall provide the Contractor with the reasoned refusal to sign the certificate not later than 2 (two) calendar days from the date of receipt of the certificate of services rendered, submitted by the Contractor. In case no reasoned refusal to sign the certificate of services rendered is sent to the Contractor during the period, set out herein, services of the Contractor are deemed accepted and are subject to payment pursuant to the terms of the present agreement without claims based on the unilateral certificate of services rendered, which is legally binding. Subject the Client provided the reasoned refusal to sign the certificate of services rendered, the parties shall make the certificate with the required additional works and their deadlines listed.

6.1.3. The Client may order delivery of the certificate of services rendered by one of the ways, proposed by the Contractor: to the e-mail address and/or to the postal address. The Client may also get the certificate of services rendered on its own, addressing the Contractor with the credentials and the identity verification documents of the applicant. The parties agree herein that the way of delivery of the certificates of services rendered by default is delivery to the e-mail address of the Client. Certificates of services rendered are delivered to the postal address of the Client only after receipt of the written request of the Client for the specified way of delivery to the postal address of the Contractor.

7. Cost and procedure of settlements.

7.1. The parties set out the cost of services of the Contractor in the invoice, done and issued by the Contractor before the start of service provision, starting from the scope (duration, period) of service provision, ordered by the Client, which is an integral part of the present agreement.

7.2. The Client undertakes to transfer money to the Contractor, required for the performance of the present agreement, on time and in full, as per the invoice. Herewith the invoices, sent to the Client by fax or e-mail, are deemed received by the Client and are subject to payment.

7.3. The Client pays the cost of services of the Contractor by 100% prepayment within 2 (two) banking days after receipt of the invoice by the Client. Payment is by bank transfer in Serbian Dinars or Euro to the current settlement account of the Contractor. Payment is VAT excluded.

7.4. With the aim of the offer, the below payment of Services is accepted:

- Mobile or internet banking;
- By wire transfer from the current settlement account of the Client.

7.5. The Contractor proceeds to the provision of services only after receipt of the prepayment, set out in clause 7.2 of the present agreement, to the current settlement account of the Contractor. Partial payment of the invoice is not ground for proceeding to service provision.

7.6. The date of payment of the cost of services by the Client is the date of crediting the current settlement account of the Contractor.

7.7. The prices and the scope of service, provided by the Contractor, are not subject to change:

- Under the invoices, previously paid by the Client;
- Under the invoices, previously issued to the Client, except those with payment delayed.

7.8. The Parties agreed that in dispute situations the sufficient evidence of the scope and the cost of services, rendered hereunder, is the statistical data of the Contractor, received in the electronic format through the web-interface of the Systems.

7.9. The final cost of services, rendered by the Contractor in the reported period is set out in the certificate of services rendered.

8. Confidentiality.

8.1. The Parties at their discretion, for the purposes they define and to the extent they set out, provide the second party under the agreement with access to the confidential information about their activities and mutually undertake to use in good faith and not to disclose the specified information that became known to them due to the execution of the present agreement, as well as received by them in any other way.

8.2. Each party takes whatever measures are necessary to protect the confidential information with at least the same degree of care as it protects its own confidential information. Access to the confidential information is granted only to those employees of each of the parties who reasonably need it to perform official duties related to the offer execution.

9. Force-majeure.

9.1. The parties are relieved of responsibility for partial or complete non-fulfilment of their obligations under this agreement, if it resulted from the force majeure circumstances that arose after the signature of the present agreement due to the extraordinary events that the parties could neither foresee nor prevent by reasonable measures.

9.2. The force majeure circumstances include events that a party cannot influence and for the occurrence of which it is not responsible, such as: war, uprising, strike, earthquake, flood, fire, severe weather conditions or other natural disasters, government regulations, orders (decrees) of the state bodies and officials, laws and other regulatory acts of the competent authorities adopted after the acceptance of the present agreement, which make it impossible to fulfill the obligations set out by this agreement, as well as actions of the state or local public authorities and management or their representatives, preventing fulfillment of terms of the present agreement, and other insurmountable and extraordinary circumstances.

9.3. Upon occurrence of the force majeure circumstances, preventing fulfillment of obligations under this agreement, the deadline for the parties to fulfill such obligations is postponed in proportion to the period of such circumstances, as well as the time required to eliminate their

consequences, but not more than 60 (sixty) calendar days.

10. Offer duration and procedure of its termination

10.1. The present Agreement is deemed to be concluded from the date of crediting the current settlement account of the Contractor with the money, paid by the Client in payment for services, ordered by the latter against the invoice issued in its name.

10.2. The present agreement shall be terminated:

10.2.1. Upon agreement of the Parties;

10.2.2. To the extent otherwise provided hereunder and by the legislation of the Republika Srbija.

10.3. The Contractor reserves the right to repudiate the present agreement unilaterally and without judicial procedures by notifying the Client 3 (three) business days before the termination of the present agreement. In this case, the Contractor acknowledges the absence of debt to the Client, and if there is any, pays back the amount owed.

11. Dispute settlement procedure.

11.1. The parties undertake to resolve all disputes and disagreements related to this agreement through negotiations. The claim-based pre-trial dispute resolution procedure is mandatory for the parties.

11.2. If the parties fail to settle all disputes through negotiations, all disputes arising out of the present agreement, including those related to its conclusion, amendment, termination, performance, invalidity, are subject to settlement in court pursuant to the legislation of the Republika Srbija in the court at the location of the Contractor. The period for review of a pre-action claim under this agreement is 5 (five) business days from the date of its receipt.

12. Bank details of the parties.

Balkan Digital Assistance DOO Beograd

Legal address: Resavska, 33/1 11104,
Beograd, Serbia
Postal address: Resavska, 33/1 11104,
Beograd, Serbia
PIB 113147680
Registration number 22041240
Anna Shme, the Director
Phone: +381 61 2751405
e-mail: bda.balkan@gmail.com

Bank details:

Current (settlement) account:

IBAN: RS35190007010007793926 (EURO)
RSD 190000000009715022

Beneficiary bank:

SWIFT (BIC): JMBNRSBG
Alta Banka a.d. Beograd
Bulevar Zorana Đinđića, 121
11070, Beograd, Republic of Serbia

Correspondent bank:

SWIFT: BCITITMM
Intesa Sanpaolo Spa
Piazza della Scala 6, Milano, Italia

Director



Anna Shmeleva

Supplement No 1 to the Public offer
for creation of the advertising and information materials, their placement in the Internet
and consultancy services for their online publishing

Service provision rates for the creation of the contextual advertisement

	Advertising campaign creation	Rate 1	Rate 2	Rate 3
№	Google	up to 50 words in search	up to 100 words in search	up to 200 words in search
1.	Creation of the advertising campaign in search	200 EURO	300 EURO	350 EURO
2.	Creation of a smart local campaign	100 EURO		
3.	Campaign creation in YouTube	150 EURO		
4.	Campaign creation in Gmail	200 EURO		
	Consultancy support	Rate 1	Rate 2	Rate 3
№	Google	up to 50 words in search	up to 100 words in search	up to 200 words in search
1.	Consultancy support of the campaign in search	100 EURO	150 EURO	200 EURO
2.	Consultancy support of the campaign in partner networks (Display Network)	25 EURO for a group of products/services		
3.	Consultancy support of the campaign in remarketing	40 EURO for a group of products/services		
4.	DSA setup	30 EURO for a group of products/services		
5.	Consultancy support of the smart local campaign	50 EURO		
6.	Consultancy support of the campaign in YouTube	150 EURO		
7.	Consultancy support of the campaign in Gmail	150 EURO		
8.	Extended analytical report	-	250 EURO	

Director



Anna Shmeleva

Supplement No 2 to the Public offer
for creation of the advertising and information materials, their placement in the Internet
and consultancy services for their online publishing

Service provision rates for creation of the targeted advertisement

	Rate 1	Rate 2	Rate 3
Advertising campaign creation (paid one-time), EURO	300	425	600
	Rate 1	Rate 2	Rate 3
Consultancy services at posting of the advertising campaign by the Client (monthly), EURO	250	375	550
Number of the advertisement groups (by auditory segments)	up to 3	from 5 to 10	from 10
Development of ad creatives	2	4	6
Analytics setup	+	+	+
Remarketing setup	-	+	+
Analysis of the advertising campaigns efficiency	+	+	+
Creation of new advertisements	1 a month	2 a month	3 a month
Banner development, EURO			
Static format		65	
Dynamic format		225	

Director * * *



Anna Shmeleva