



## ANNEX A

### PRECONTRACTUAL FORM – FILE OPENING

**BETWEEN :** **AGENCE CQMI limited**, siège social Room 602, 6/F, 168 Queen's Road, Central, Hong Kong;  
(hereinafter referred to as the "**Company**");

**AND:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone (residence): \_\_\_\_\_ Cell phone: \_\_\_\_\_  
Email address: \_\_\_\_\_  
  
(hereinafter referred to as the "**Customer**")

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### PREAMBLE

**WHEREAS** the Company provides matchmaking agency services aiming to facilitate mixes between adult women from Eastern Europe (the "**Candidates**") and adult men wishing to develop a serious and stable union (the "**Services**");

**WHEREAS** the Company explained the Services and the meeting process between the Customer and the Candidates, and the Customer declares to be satisfied;

**WHEREAS** the Customer represents and guarantees to the Company that he is a bachelor, a widower or a divorcee and that he wishes to meet a woman in order to develop a serious and stable union and that he accordingly wishes to benefit from the Services ;

**WHEREAS** the Customer has filled out, on the Company's website, a subscription questionnaire containing some personal information and his preferences and he represents and guarantees to the Company that the information indicated thereunder is true and exact;

### 1. FILE OPENING

Initiales

- 1.1. The Company provides the Customer with the necessary information concerning the file opening, the Company's operations, the communication and meeting process with the Candidates, as well as any other pertinent information regarding the provision of Services.
- 1.2. The Customer agrees to submit himself to an initial interview with the Company and to provide with honesty all the required information and to disclose any additional pertinent information that could have an impact on the provision of Services. During the interview, a representative of the Company will fill out a detailed questionnaire prepared by the Company reflecting the information provided by the Customer, a copy of which is attached to this form as Annex A.
- 1.3. Following the initial interview, the Customer consents to the taking of photographs by the Company to be used for his profile on the Company's website. The Customer agrees and acknowledges that the Company has a right to choose the photographs to include in the Customer's profile, which will be published only following the approval of his candidature by the Company and the signature of the Service Agreement, in the cases provided by the articles 1.6 to 1.9 of the present "*Precontractual form – file opening*".
- 1.4. The Customer provides the Company with a proof of identity and a proof of address in order to allow the Company to check his identity and the truthfulness of the information provided during the interview.
- 1.5. Following the file opening, the Customer acknowledges and agrees that his profile, containing the information provided in the detailed questionnaire described in paragraph 1.2 of this form and his photographs can be used and published in the Company's database, which will be accessible only to the Company's representatives, Candidates, and collaborating agencies from Eastern Europe.
- 1.6. The Customer acknowledges and agrees that the Company may refuse to provide him with the Services if, following the initial interview, the Company's representative finds that the Customer is not compatible with the standards that the Company must meet and which are set by the collaborating agencies from Eastern Europe, which may include, but are not limited to open mindedness and compatibility with the Slavic culture, presentation skills in public, etiquette, etc.
- 1.7. The Customer expressly acknowledges that the Company may also refuse to provide him with the Services if he has made a false declaration to the Company in the course of the interview, in the initial questionnaire or the detailed questionnaire, or as a consequence of his behaviour. Failure to disclose information non-expressly asked, but that the customer knows objectively pertinent within the provision of Services, constitutes a false declaration.
- 1.8. The Customer hereby expressly consents that the Company communicates with any appropriate person or organization in order to verify and obtain the information relative to his criminal and legal history, including any complaint to the police and his marital status. 

Initiales
- 1.9. If, following the initial interview, the Company finds that the Customer meets the standards required by the collaborating agencies and that, after verification, the Company received negative results regarding the legal and criminal history of the Costumer, including any complaint to the police, the Company communicates with him to proceed to the signature of the Service Agreement and to the publication of his profile in the Company's database.

Initiales

- 1.10. Upon signature of this precontractual form, the Customer acknowledges and accepts that he will have to pay for file opening fees in the amount of two hundred and fifty euros (€250). This file opening requires around three (2,5) hours of work, which includes the initial interview, the preliminary analysis of the file and the criminal and judicial record check;
- 1.11. The Customer acknowledges and agrees that the sum of €250 mentioned in paragraph 1.10 of this form is payable in one (1) instalment before the initial interview described in paragraph 1.3 of this form. This sum of €250 is non-refundable, even if the Company, following the interview and the background verification checks described in paragraph 1.7, will refuse to sign the Service Agreement with the Customer.

## **2. GUARANTEE**

- 2.1. The Company does not guarantee the exactness or truthfulness of the information and photographs filed in its database and made available to the Customer, these profiles being entirely managed by collaborator agencies.

## **3. CONFIDENTIALITY**

- 3.1. Without any limit in time, the Company undertakes to keep confidential the Customer's personal information and not to directly or indirectly use, disclose, publish, reveal or intentionally pass it on, or provide access to it to any person or otherwise make it public by any other mean than within the provision of the Services and without the Customer's previous written consent.
- 3.2. Without any limit in time, the Customer undertakes to keep confidential the Candidates', the Company's, the Company managers' and collaborating agencies' personal information and not to directly or indirectly use, disclose, publish, reveal or intentionally pass on, or provide access to any person or otherwise make it public by any other mean.

Initiales

## **4. GENERAL PROVISIONS**

- 4.1. The annexes represent an integral part of this *Precontractual Form*;
- 4.2. The interpretation, completion, entry into force, validity and effects of this *Precontractual Form* are subject to the laws currently in force in the region of Ukraine.
- 4.3. The parties hereto expressly agree that any judicial or quasi-judicial procedure that could be initiated by one of them concerning this convention will have to take place in front of the authority being competent in the legal district of Kiev in Ukraine.
- 4.4. It is the express wish of the parties hereto that this *Precontractual Form* be drafted in the English language. Il est de l'intention expresse des parties aux présentes que ce *Formulaire précontractuel* soit rédigé en langue anglaise.

Initiales

The Parties have executed this agreement in Montreal, on \_\_\_\_\_, 20\_\_.

**THE COMPANY:**

*Agency CQMI Limited*

**THE CUSTOMER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Name: \_\_\_\_\_

Initiales