



PUBLIC OFFER

This document is an offer to enter into a licence agreement to grant the non-exclusive rights to use the E-Trade Jumper system on the terms and conditions set out below.

This agreement is addressed to legally capable persons who are registered on the Internet at <https://elbuz.com> (and its subdomains), hereinafter referred to as the "Licensee", and is an official and public offer of Valery Viktorovich Pochernin FLP (certificate of state registration No. 989327/24800000000108791), hereinafter referred to as the "SaaS Provider", have concluded this Agreement, the subject and conditions of which are specified in the Agreement and Appendices to this Agreement (hereinafter - "Agreement") on the following

1. DEFINITIONS AND TERMS

1.1. The parties have agreed on the following terms and definitions as set out in this Agreement:

1.2. "Agreement" - a public offer by a SaaS Provider, addressed to any person, to enter into a licence agreement with it (hereinafter the "Agreement") on the existing terms and conditions contained in the Agreement.

1.2.1. "Acceptance". - full and unconditional acceptance by the Licensee of the terms of the Agreement.

1.2.2. "SaaS Provider" - Valery Viktorovich Pochernin FLP, who has entered into an Agreement with the Licensee on granting the right to use (simple (non-exclusive) license) the System.

1.2.3. "Licensee" - a person who has entered into an agreement with a SaaS provider on the terms and conditions contained in the offer.

1.2.4. E-Trade Jumper System (hereinafter referred to as the "System") is an aggregate of cloud services including a set of software (software package, platform) built by a SaaS provider using web-based technologies and provided without downloading a distribution on the SaaS provider's services.

1.2.5. SaaS (Software as a Service) is a model of providing the Licensee with access to the System through browsers or other software using web protocols.

1.2.6. The reference period is 30 days.

2. SUBJECT MATTER

2.1. The subject of the Agreement is the provision by the SaaS Provider to the Licensee of non-exclusive rights to use the System located on the website <https://elbuz.com> under SaaS technology on the terms and to the extent defined in this Agreement for a fee payable by the Licensee according to the SaaS Provider's tariff plans.

2.2. The list and costs of the rights provided are listed on the SaaS provider's website.

2.3. The SaaS Provider and the Licensee mutually guarantee their rights and capacity to enter into and perform this Agreement.

3. COST AND PAYMENT ARRANGEMENTS

3.1. The cost (price) of the transferred rights to the System is indicated on the SaaS Provider's website. The price is formed dynamically based on the volume of the Licensee's use of the System's functions.

3.2. The moment of payment is the date the money is received by the SaaS provider.

3.3. The Licensee shall make the next advance payment for the use of the System three (3) working days prior to the start of the next accounting period. The beginning of the accounting period shall be calculated from the date of actual granting the Licensee the right to use the System.

3.4. SaaS Provider and Licensee do not sign certificates. Payment confirms the quality of the services.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The SaaS provider undertakes to:

4.1.1. Provide the Licensee with access to the System by registering on the website with a unique login and issuing a password to enter the System, followed by the creation of a separate account to operate.

4.1.2. Provide the Licensee with information support on how to use the System through the SaaS Provider forum.

4.1.3. Independently, timely and free of charge update the current version of the System during the term of the Agreement.

4.1.4. If technically feasible, to repair possible software failures of the System in a timely manner upon the Licensee's request.

4.2. The SaaS provider has the right

4.2.1. Suspend the Licensee's exercise of its right to use the System until payment is received.

4.2.2. Terminate the Agreement and refuse to grant the Licensee rights to use the System in case of breach of payment terms by the Licensee, or on other grounds stipulated in this Agreement.

4.2.3. Issue new releases and versions of the System and set terms and conditions for their provision to the Licensee.

4.2.4. Unilaterally amend this Agreement, including the value of the rights granted to the System, by issuing new editions, notifying the Licensees thereof on its website <https://elbuz.com>.

4.3. The licensee undertakes to:

4.3.1. Pay for the right of access to the System on the terms and conditions defined in this Agreement.

4.3.2. Use the System only to the extent of the rights and in the manner provided for in this Agreement.

4.4. The licensee has the right:

4.4.1. Choose the required functionality of the System reflected on the SaaS provider's website, taking into account your needs.

4.4.2. Request from the SaaS Provider the Act granting the right to use the System.

5. PROCEDURE FOR GRANTING RIGHTS TO THE SYSTEM

5.1. The Licensee shall register on the website <https://elbuz.com>, after which the Licensee's personal account shall be created, and the Licensee shall receive a login and password for access to the System by email from the SaaS Provider. This transfer shall be considered by the Parties as the beginning of the System instance testing period, which may be a maximum of fourteen (14) calendar days.

5.2. During the trial period of the System, but no later than 14 (fourteen) calendar days, the Licensee orders the purchase of a simple (non-exclusive) licence of the System by: filling the electronic form in the personal office of the System (menu Cabinet, Balance, payment tab).

5.3. From the moment the order is placed in accordance with clause 5.2. of this Agreement, the purchase of a simple (non-exclusive) licence of the System shall be deemed agreed.

5.4. The procedure for granting rights to the System:

5.4.1. The Licensee, before the expiry of the maximum testing period of a copy of the System, either acquires the rights to use the System (simple (non-exclusive) licence) from the SaaS Provider by paying the relevant Licence Fee, or refuses to use the System. Waiver of the

right to use the System is the absence of payment of the initial Licence Fee, or violation of the payment deadline.

5.4.2. If the right to use the System is waived, the SaaS Provider shall block the Licensee's actual access to use the System and/or cease hosting the Licensee's data on the Internet server.

5.4.3. Upon payment of the licence fee, the SaaS Provider shall provide the Licensee with access to the System on a permanent basis for the duration of the paid accounting period. The beginning of the next accounting period shall be calculated from the date of receipt of payment by the SaaS Provider from the Licensee according to the terms and conditions of this Agreement.

6. PARTY LIABILITY

6.1. The parties shall be liable for the non-performance or improper performance of their obligations under this Agreement in accordance with the procedure established by international law and the legislation of Ukraine.

6.2. The Licensee uses the System at his/her own risk. The SaaS Provider assumes no responsibility for the appropriateness of the System for the purpose of use.

6.3. The SaaS Provider shall provide basic information security for the Licensee's data within the limits defined in the usual terms and conditions.

6.4. The SaaS provider is not responsible:

6.4.1. For any action taken by the Licensee in connection with the use of the System.

6.4.2. To the Licensee for damages of any kind incurred by the Licensee due to the loss and/or disclosure of its data to access the System.

6.4.3. To the Licensee for delays and interruptions occurring directly or indirectly due to a cause that is beyond the reasonable control of the SaaS Provider.

6.4.4. For the quality of the services (in particular data transmission services) required to operate the System, if these are organised by third parties not engaged by the SaaS provider.

6.5. The licensee agrees that:

6.5.1. To work with the System, you need to use software (web browsers, operating systems, etc.) and equipment (personal computers, network equipment, etc.) produced and provided by third parties and the SaaS provider cannot be held responsible for the quality of their work.

6.5.2. No software is free from bugs.

6.5.3. In the event of data loss caused by the actions of the Licensee, data recovery is performed upon request by the SaaS Provider. Data recovery shall only be performed if technically possible.

7. EXTRAORDINARY CIRCUMSTANCES

7.1. The Parties shall be relieved from liability for both partial and total failure to perform (or improper performance of) their obligations under this Agreement if such failure (or improper performance) has been caused by force majeure (circumstances of insuperable force), namely: Acts of God, fire, flood, explosion, civil commotion, strikes, war, blockade or embargo, acts of government or other public authorities, and other events which the Parties cannot

7.2. In the event of force majeure, the period of performance of the obligations under the Contract shall be extended in proportion to the duration of the force majeure.

7.3. If force majeure lasts for more than twenty (20) days, each of the Parties shall be entitled to refuse further performance of its obligations under the Contract, in which case neither Party shall be entitled to claim compensation from the other Party for the damage caused.

7.4. A Party that has become unable to fulfil its obligations under the Contract due to force majeure shall, within two days, notify the other Party of the beginning of such circumstances preventing the fulfilment of its contractual obligations and, within two days, notify the other Party of their end.

8. SECURING OF CONFIDENTIALITY

8.1. Disclosing Party - the Party that discloses confidential information to the other Party.

8.2. Receiving Party - a Party that receives confidential information from another Party

8.3. The Parties hereby agree that the terms and conditions of this Agreement and any information exchanged by the Parties during the conclusion, performance and termination of the Agreement shall be confidential information. During the term of this Agreement and for a period of three (3) years after its termination, the Receiving Party undertakes not to disclose, without the prior written consent of the Disclosing Party, any confidential information received from the Disclosing Party. Where any confidential information is disclosed to a third party with such consent, the Receiving Party disclosing such confidential information to the third party must ensure that the third party has undertaken to keep such information confidential on terms similar to those set out in this Section of the Agreement.

8.4. A Receiving Party which has received any confidential information, including orally, provided that a written communication regarding the confidentiality of such

information has been received from the Disclosing Party, shall not disclose it and shall treat such information with the same degree of care and diligence that applies to its information of the same level of importance.

8.5. Information received by the Receiving Party shall not be treated as confidential and, accordingly, the Receiving Party shall have no obligation of confidentiality in respect of such information if it meets any of the following characteristics

8.5.1. the information is publicly known at the time it is disclosed;

8.5.2. the information is provided to the Receiving Party with a written indication that it is not confidential;

8.5.3. the information is legally obtained from any third party;

8.5.4. information may not be confidential under international law.

8.6. The Receiving Party shall have the right to disclose confidential information without the consent of the Disclosing Party:

8.6.1. professional advisers (lawyers, auditors), provided that such persons have undertaken to keep the information confidential under conditions similar to those set out in this section of the Treaty, or are required to keep such information confidential in accordance with international law;

8.6.2. the information shall be disclosed in accordance with the law, another regulatory act, a judicial act, provided that the Party that received the information from the other Party notifies the other Party in advance in writing and with confirmation of the need for such disclosure.

8.7. In the event of a breach of confidentiality by one of the parties, such party shall compensate the other party for actual damages based on an enforceable court order.

9. DISPUTE RESOLUTION PROCEDURE

9.1. In the event of any dispute arising under or in connection with the terms of this Agreement, the parties shall use their best endeavours to settle them by negotiation.

9.2. If the parties fail to reach an agreement, such disputes and disagreements shall be settled in court at the location of the SaaS provider (Kharkov, Ukraine) in the manner prescribed by applicable law of Ukraine.

9.3. The applicable law under this Treaty shall be the law of Ukraine.

10. TERM OF AGREEMENT

10.1. The Agreement shall enter into force upon the Licensee's full and unconditional acceptance of the Agreement - payment of the licence fee for the right of use (simple (non-exclusive) licence).

10.2. The term of this Agreement shall be the number of accounting periods. The extension of the term of this Agreement shall then take place in accordance with the procedure laid down in clause 3.4 of this Agreement. 3.4. of this Agreement.

11. TERMINATION OF CONTRACT

11.1. The parties have the right to terminate this Agreement early by mutual written agreement.

11.2. If the Licensee violates the terms of this Agreement, the SaaS Provider shall have the right to unilaterally terminate the Agreement and shall notify the Party in breach of the terms of the Agreement by sending a notice to the Licensee's e-mail address indicated during registration on the website.

11.3. The Licensee may unilaterally terminate the agreement at any time by giving 15 (fifteen) calendar days' notice to the SaaS Provider prior to the intended date of termination. The notice of termination shall be sent electronically to email: e-special@elbuz.com

12. OTHER CONDITIONS

12.1. The Parties have agreed that when performing (amending, supplementing, terminating) this Agreement, the signatures of the Parties' representatives as well as their seals may be used by means of facsimile, mechanical or other copying, electronic digital signature or other analog of a handwritten signature of executives and seals of organizations. The Parties acknowledge that the annexes to the Contract signed and executed in the manner specified in this clause shall have legal force and be binding on the Parties.

12.2. This Agreement has been drawn up in originals, one for each of the Parties, which shall have the same legal effect.

12.3. All annexes, amendments and additions to this Agreement shall form an integral part thereof and shall be legally binding if made in writing and signed by authorised representatives of the Parties.

12.4. The Parties shall accept electronic messages with attached copies of the documents sent from the electronic addresses specified herein as documents equivalent to those posted on paper and signed with the Parties' handwritten signature, and shall be accepted as written evidence when presented (since only the Parties themselves and their authorized persons have access to respective means of communication - electronic mail addresses specified in this Agreement). When presented as evidence, it shall be sufficient to submit a printed electronic message, a document attached thereto, signed and stamped by the Party presenting the evidence. Each Party shall access the e-mail by password and

undertake to keep it confidential. The moment of receipt of an e-mail shall be the day and time when such e-mail is sent to any of the Parties.

12.5. The parties have agreed that the handwritten signature, facsimile signature, electronic signature, copy of the signature of the person authorised to sign this Agreement shall have equal legal effect on this Agreement, the additional agreements and the Appendices thereto and documents relevant to its execution, amendment or termination (including the Deed of Grant).

12.6. By agreement between the parties, this Agreement may be made in writing and sent to the Licensee for signature by post or electronically by email.

12.7. By accepting this offer, the Licensee consents and authorises the processing of his personal data in accordance with the terms of this Agreement.

12.8. The parties have read the text of this agreement, and its contents are clear to the parties.

12.9. Mutual relations of the Parties not regulated by this Agreement shall be governed by the current legislation of Ukraine and international law.

12.10. Cancellation or declaration of invalidity of a part of the Contract shall not entail the cancellation or declaration of invalidity of the Contract as a whole.

13. REQUISITES

SaaS provider



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