

## **END USER LICENSE AGREEMENT ( PUBLIC OFFER)**

"A7 Europe", Limited Trade Development, hereinafter referred to as "Sublicensor", represented by Alexey Prokopyev, Managing Director, acting on the basis of the Articles of Association, on the one hand, and

a legal entity or individual, hereinafter referred to as "Sublicensee", on the other hand, hereinafter collectively referred to as the "Parties", and separately as the "Party", taking into account that the Sublicensee is entitled to use the software, with the right to conclude sublicense agreements with third parties on granting the right to use the Software on the basis of a License Agreement on granting the right to use the computer software program dated Aug 2nd, 2022 (hereinafter referred to as the "License Agreement") have concluded the present agreement on the following:

### **TERMS AND DEFINITIONS**

Within the present Agreement, the next terms have the following meanings:

**Software (System)** - computer software program "Itransfers transport management system";

**Territory** - Europe, the Middle East, Africa and India; Canada and the United States; United Kingdom, Australia, New Zealand.

**Offer** is a public offer of the Sublicensor, addressed to any person to conclude a sublicense agreement with him/her (hereinafter referred to as the Agreement) on the actual terms contained in the Agreement.

**Acceptance** - full and unconditional acceptance of the terms of the Agreement by the Sublicensee.

**Rate** is the amount of license fee depending on the selected functionality.

**Website** is the Sublicensor's web page located at: [https //itransfers.com/](https://itransfers.com/).

**System administrator** is A7 Europe LTD

**Personal account** is a section of the site that is accessed by a special login / password and reflects information about the usage of the system by the Sublicensee.

### **1. OFFER ACCEPTANCE**

1.1. To start working with the Software, the Sublicensee must go through the registration process. To complete the registration process, the Sublicensee must follow the consequential instructions and fill in all the necessary fields in the registration form.

1.2. Upon completion of the registration process, the e-mail with a link to confirm registration is sent to the Sublicensee's e-mail address.

1.3. To confirm the registration, the Sublicensee must click on the corresponding link in the mail.

1.4. Acceptance of this offer is confirmation of registration in the system by the system administrator (click on the link specified in clause 1.2.-1.3.).

## **2. SCOPE OF THE AGREEMENT**

2.1. Subject to the restrictions specified in clause 2.2 of the present Agreement, the Sublicensor grants to the Sublicensee the right to use the Software in accordance with its purpose for the Sublicensee's own commercial needs for the purposes of automatization the Sublicensee's provision of transport services to third parties in the following way: reproduction of the Software by downloading the Software in the Sublicensee's personal account located on the website: <https://itransfers.com/>.

2.2. The Sublicensee is not entitled to:

2.2.1. process (modify) the Software, that is, any modification of the Software, including the translation of the Software from one language to another

2.2.2. make the Software publicly available in such a way that any person can access the Software from any place and at any time of their own choice (in particular, via the Internet);

2.2.3. distribute the Software by selling or other disposition of copies of the Software to the Territory. If necessary, the Parties will additionally agree on the terms of cooperation of the Parties related to the distribution of Software;

2.3. The Sublicensee is not entitled to use the Software for purposes other than those specified in clause 2.1 of the present Agreement.

2.4. The Sublicensor grants to the Sublicensee the right to use the Software without the Sublicensor retaining the right to issue licenses for other persons (exclusive license). The Sublicensee does not have the right to conclude sublicense agreements with third parties on granting the right to use the Software.

2.5. The Sublicensor grants to the Sublicensee the right to use the Software on the Territory for the duration of the present Agreement (clause 8.1 of the Agreement).

## **3. RIGHTS AND OBLIGATIONS OF THE SUBLICENSOR.**

3.1 The Sublicensor is entitled to:

3.1.1 receive the License Fee in accordance with Section 5 of the Agreement.

3.1.2 request from the Sublicensee any information related to the fulfillment of the Sublicensee's obligations under the present Agreement, as well as send their authorized persons to the premises and enterprises of the Sublicensee, including, but not limited, in order to verify the terms of usage of the Software.

3.1.3 correct errors and make changes (including improvements) to the Software at its discretion without prior notice to the Sublicensee.

3.1.4 integrate software safeguards into the Software, as well as use the license management software in order to control the usage of the Software in accordance with applicable law and the terms of the present Agreement.

3.2 Within 5 (five) working days from the date of acceptance of this offer, the Sublicensor undertakes to provide the Sublicensee with:

(1) access to the Software, presented in the nature of object code in the form of the electronic file(s) using the login/password format, by transmitting to the Sublicensee in any available way, including by sending the e-mail to the Sublicensee's e-mail address, login/password and (or) other similar means of access to the Sublicensee's personal account on the website <https://itransfers.com/>. The Sublicensor's obligation to provide the Sublicensee with access to the Software is deemed to have been duly fulfilled from the date of transfer to the Sublicensee of the login/password to the Sublicensee's personal account on the website <https://itransfers.com/>.

(2) Documentation by its allocation on the committed resource on the Internet at the address <https://itransfers.com/>.

3.3 The Sublicensor exercises other rights and performs other duties stipulated by the legislation of the United Kingdom and the terms of the present Agreement.

#### **4. RIGHTS AND OBLIGATIONS OF THE SUBLICENSEE.**

4.1 The Sublicensee is entitled to use the Software on the Territory in the manner provided for in clause 2.1 of the present Agreement, subject to the restrictions specified in the present Agreement.

4.1. The Sublicensee is obliged to keep records of identifying features of automated workstations and servers located at the Sublicensee's enterprise through which the Sublicensee accesses the Software in accordance with clause 3.2 (1) of the Agreement.

4.2. The Sublicensee does not have the right to re-engineer, decompile, disassemble or otherwise attempt to determine the Source Code of the software, as well as modify the Software.

4.3. In case of detection of facts and (or) threat of illegal use by third parties of the Software and (or) other violation by third parties of the Licensor's exclusive rights to the Software, the Sublicensee must notify the Sublicensor of it in writing within 5 (five) working days from the moment when the Sublicensee learned or should have learned about the occurrence of the circumstances specified in this clause.

4.4. In case of claims and/or lawsuits lodged by third parties against the Sublicensee regarding the violation of rights of such third parties in connection with the usage of the Software under the present Agreement, the Sublicensee must notify the Sublicensor of it in writing within 5 (five) business days from the date of receipt of the relevant claims and/or lawsuits by the Sublicensee.

4.5. After the Sublicensor receives the Sublicensee's notifications specified in clauses 4.3, 4.4, the Parties, with the involvement of the Licensor, will negotiate in good faith in order to develop a mutually acceptable solution regarding further actions to resolve the situations specified in clauses 4.3, 4.4.

4.6. The Sublicensee is obliged to pay the License Fee to the Sublicensor in the manner specified in Section 5 of the present Agreement.

4.7. The Sublicensee undertakes to properly maintain logs and other accounting documents, as well as any other information related to the fulfillment of the Sublicensee's obligations under the present Agreement. The Sublicensee must provide the Sublicensor with any information related

to the fulfillment of its obligations under the present Agreement, which the Sublicensor may reasonably request, within 5 (five) business days from the date of receipt of the relevant request from the Sublicensor.

4.8. The Sublicensee exercises other rights and performs other duties provided for by the legislation of the United Kingdom and the terms of the present Agreement.

## **5. LICENSE FEE**

5.1. The Parties have agreed that the Sublicensee undertakes to pay a fee to the Sublicensor for the usage of the Software (hereinafter referred to as the "License Fee"). The amount of the License fee is determined in accordance with the rates, located on the website. The choice of a specific rate is carried out by the Sublicensee independently. Payment is made on the basis of invoices for payment of the License Fee, which are issued by the Sublicensor on a monthly basis, no later than the 1st (first) day of the month following the month during which the Sublicensee used the Software. Invoices for payment are provided in the Sublicensee's personal account or by e-mail.

5.2. The license fee is paid by the Sublicensee monthly in rubles within 3 (three) working days from the date of delivery to the e-mail address or upload to the Sublicensee's personal account, by cashless money transfer to the Sublicensor's settlement account. For the avoidance of doubt, the Parties have agreed that access to the Sublicensee's personal account (clause 3.2(1) of the Agreement) is subject to activation on the date of fulfillment of the Sublicensee's obligation to pay the License Fee, which means the date of crediting the corresponding funds to the Sublicensor's settlement account.

5.3. The Sublicensee may be granted test access to the Software, for which does not charge a license fee. The provision of such access is agreed upon by the Parties additionally.

5.4 The Sublicensor is entitled to change the rates without notifying the Sublicensee. New rates are posted on the website. The Sublicensee undertakes to independently study the content of the site for changes, including amendments to the terms of the present Agreement.

## **6. WARRANTY LIABILITIES**

6.1. The Software and Documentation are provided on an "as is" basis and the Sublicensor does not provide any other warranties, including, but not limited, any implied warranties regarding the compliance of the Software with the requirements and/or expectations of the Sublicensee, a satisfactory level of the Software's quality, the possibility of using Software for any specific purpose and (or) the absence of violation of the rights of third parties, to the maximum extent permitted by the applicable law. Without limiting the general meaning of the abovementioned, the Sublicensor does not guarantee that the Software will function continuously and safely, that the Software will not contain errors (including Significant defects, the presence of which makes it impossible and (or) significantly hinders the usage of the Software in accordance with its purpose), that any defects or errors will be corrected in the operation of the Software, that the Software will be compatible with any equipment of the Sublicensee and (or) any future products of the Sublicensor and (or) the Sublicensee, and also that the information stored or transmitted using the Software will not be lost, corrupted or destroyed. All the responsibility for the choice of the Software to be used in order to achieve the results desired by the Sublicensee is solely borne by the Sublicensee. The Sublicensee also bears all the risks associated with the installation

of the Software on the Sublicensee's devices and/or equipment, as well as with the quality and functioning of the Software.

6.2. The Sublicensor is not responsible for the results obtained when using the Software. The Sublicensee bears full responsibility for the usage of the Software, which, in particular, provides for the determination of the appropriate method of using the Software and the choice of Software and other programs and technical means necessary to achieve one or another result.

6.3. Any warranty obligations that may be separately assumed by the Sublicensor in relation to the Software after the conclusion of the present Agreement do not apply to cases where a defect or error in the operation of the Software was directly and (or) indirectly caused by:

6.3.1. violations of the terms of usage of the Software, including, but not limited, the usage of the Software without compliance with the technical and other conditions and system requirements specified in this Agreement and Documentation; and (or)

6.3.2. unauthorized modification of the Software by the Sublicensee or other third party (without the consent of the Sublicensor).

## **7. WARRANTIES AND REPRESENTATIONS**

7.1. Each Party (hereinafter referred to as the "Certifying Party") assures the other Party of the following:

7.1.1. The Certifying Party has the legal capacity, legal capability and powers to conclude the present Agreement and fulfill obligations under the present Agreement;

7.1.2. all permits, consents, confirmations and licenses necessary for the conclusion and performance by the Certifying Party of obligations under the present Agreement have been received or provided and are actual and valid;

7.1.3. the conclusion and execution of the present Agreement by the Certifying Party: (a) does not violate the legislation applicable to the Certifying Party, and (b) does not violate or contradict the constituent documents, local regulations and other acts of the Certifying Party.

7.2. In addition to the assurances specified in clause 7.1, the Sublicensee hereby certifies that:

7.2.1. No case has been initiated against the Sublicensee (and no corresponding application has been filed) for recognition of the Sublicensee as insolvent (bankrupt); the Sublicensee's management bodies, as well as judicial and other competent authorities have not made decisions on liquidation, reorganization and (or) suspension of the Sublicensee's activities;

7.2.2. The Sublicensee is not a participant in any judicial, administrative and (or) other proceedings (including proceedings in arbitration courts, mediation procedures, other out-of-court dispute resolution procedures), as well as it has not concluded contracts and has no other verbal and (or) written agreements with third parties, as well as non-contractual obligations to third parties which would make it impossible for the Sublicensee to conclude and/or execute the present Agreement.

7.3. Each of the assurances about the circumstances provided by the Party to the other Party in this Section 7 is recognized by the Parties as relevant for the conclusion of the present Agreement and its execution. By entering into the present Agreement, the Parties rely on the

certainty of each of the applicable assurances about the circumstances contained in this Section 7.

## **8. TERMS AND TERMINATION OF THE AGREEMENT**

8.1. The present Agreement comes into force from the date of its acceptance and is concluded for the duration of the exclusive rights to the Software.

8.2. The present Agreement may be terminated prescheduled by agreement of the Parties or unilaterally out of court at the initiative of the Sublicensor, subject to written notification of the Sublicensee (including by e-mail). In case of unilateral refusal of the Sublicensor from the Agreement, the Agreement is considered to be terminated after 15 (fifteen) calendar days from the date of delivery of the relevant notification of the Sublicensor on the termination of the Agreement to the Sublicensee, unless a different date of termination of the Agreement is specified in the notification itself. Early termination of the Agreement does not release the Parties from responsibility for non-fulfillment and (or) improper fulfillment of their obligations under the present Agreement.

## **9. CONFIDENTIALITY**

9.1. As used herein, the "Confidential Information" is any information provided by the Party (hereinafter referred to as the "Disclosing Party") to another Party (hereinafter referred to as the "Receiving Party") in connection with the conclusion and execution of the present Agreement, regardless of whether such information is designated as confidential (whether there is a mark "confidential"/"commercially confidential") at the time of its disclosure, including the provisions of the present Agreement, the information contained in the Documentation, as well as other information that the Receiving Party will obtain from the Disclosing Party in connection with the conclusion and execution of the present Agreement.

9.2. The Receiving Party hereby undertakes that the Confidential Information received after the Date of conclusion of the present Agreement from the Disclosing Party:

1) will be provided exclusively to those persons whose familiarization with Confidential Information is necessary for the execution of the present Agreement by the Parties (in particular, employees, consultants and (or) advisers of the Receiving Party). The persons specified in this clause undertake to comply with the rules on non-disclosure of confidential information, during the period specified in clause 9.4 of the present agreement.

(2) will not be used for purposes other than the purposes of the performance of the present Agreement;

(3) the Confidential Information will not be copied or otherwise reproduced, duplicated and replicated in whole or in part, and will not be disclosed in any way to any third party without the prior written consent of the Disclosing Party, except for the provision of Confidential Information to the persons listed in clause 9.2(1) above.

9.2.1. The disclosure of Confidential Information for the purposes of the present Agreement means an action or inaction of the Receiving Party, as a result of which the Confidential Information in any form (verbal, written, or other form, including using technical means) becomes known to third parties without the prior written consent of the Disclosing Party or in violation of any provisions of the present Agreement.

9.3. At the request of the Disclosing Party, the Receiving Party undertakes, within 3 (three) working days, to provide the information about all the persons to whom Confidential Information has been disclosed in writing, as well as copies of confidentiality agreements concluded with these persons.

9.4. These confidentiality conditions come into force from the date of conclusion of the present agreement and are valid for the duration of the agreement and at least 10 (ten) years from the date of termination of the Agreement (regardless of the grounds for such termination).

9.5. The Parties acknowledge and agree that the conditions for confidentiality compliance of Confidential Information set out in this Section 9 are essential terms of the Agreement.

9.6. The Disclosing Party has the right at any time during the term of the present Agreement to demand from the Receiving Party the return of the material and (or) electronic media of Confidential Information previously transmitted by the Disclosing Party, as well as the destruction (removal by a method excluding subsequent full or partial restoration) of all the paper and (or) electronic copies made from such Confidential information media, which are at the disposal of the Receiving Party. The Receiving Party is obliged to fulfill the demand of the Disclosing Party specified in this paragraph within 10 (ten) working days from the date of receipt of the corresponding request from the Disclosing Party.

9.7. The provisions of this Section 9 do not apply to the Confidential Information which:

(1) became publicly available in the absence of any illegal actions of the Receiving Party or was already publicly available before its disclosure to the Receiving Party;

(2) conscientiously and independently developed by the Receiving Party of the Disclosing Party;

(3) the Receiving Party is forced to disclose in accordance with the rules of the current legislation and (or) on the basis of a court decision or other competent authority, provided that the Receiving Party, no later than 3 (three) working days from the moment when the Receiving Party became aware of the need for such disclosure of Confidential Information, notified the Disclosing Party and will make every effort to avoid (if possible) or limit to the maximum extent possibility of such disclosure.

## **10. LIABILITY OF THE PARTIES**

10.1. For non-fulfillment or improper fulfillment of obligations under the present Agreement, the Parties are responsible in accordance with the legislation of the United Kingdom and the terms of the present Agreement.

10.2. In case of non-fulfillment and (or) improper fulfillment by the Sublicensee of the obligation to pay the License Fee in favor of the Sublicensor (including in case of late execution), the Sublicensee pays a penalty in the amount of 0.5% (zero point five percent) of the total cost of the overdue payment in favor of the Sublicensor for each calendar day of delay. The Sublicensor is also entitled to deactivate/restrict access to the Sublicensee's personal account (clause 3.2(1) of the Agreement) until the Sublicensee fulfills the obligation to pay the License Fee in full in favor of the Sublicensor.

10.3. The Party whose actions (inactions) directly or indirectly caused the illegal receipt, disclosure (divulgence) and (or) use by third parties of Confidential Information (hereinafter referred to as the "Defaulting Party") is obliged to compensate the losses caused to the other

Party (hereinafter referred to as the "Non-Defaulting Party") at the request of the Non—Defaulting Party. Compensation for losses does not release the Defaulting Party from the obligation to stop the violation of the present Agreement.

10.4. In the event that the Sublicensee uses the Software outside of the rights and methods of use provided for in the present Agreement, the Sublicensor is entitled, at its option, to demand from the Sublicensee compensation of losses or payment of a penalty in the form of a fine in the amount of 1,000,000 (one million) rubles (which must be paid by the Sublicensee in favor of the Sublicensor within 10 (working) days from the date when the Sublicensor sends a notice to the Sublicensee demanding payment of such a penalty). Payment of the penalty and (or) compensation of losses does not release the Sublicensee from the obligation to stop the violation of the present Agreement.

10.5. The Parties have agreed to limit the aggregate amount of losses to be compensated by the Sublicensor in favor of the Sublicensee, the occurrence of which to the Sublicensee is directly and (or) indirectly related to the failure and (or) improper fulfillment by the Sublicensor of obligations under the present Agreement, to the amount of the License Fee payable in favor of the Sublicensor in accordance with clauses 5.1-5.2 of the Agreement.

## **11. FORCE MAJEURE CIRCUMSTANCES**

11.1 The Parties are released from liability for partial or complete non-fulfillment of obligations under the present Agreement if they prove that this non-fulfillment was the result of force majeure (force majeure circumstances).

11.2. The period required by the Parties to fulfill their obligations under the present Agreement is extended for the period of delay in their execution caused by the circumstances specified in clause 11.1.

11.3. The Party which is failed to fulfill contractual obligations assumed in accordance with the present Agreement due to the occurrence of force majeure circumstances, immediately informs the other Party in writing about the beginning and termination of the above-mentioned circumstances, and also provides the other Party with evidence of the occurrence of force majeure circumstances within 30 (thirty) calendar days. The evidence may be an informational note, a certificate and other appropriate documents issued by the competent state authority at the place of occurrence of force majeure circumstances.

11.4. In the absence of the written agreement of the Parties to the contrary, the Parties continue to fulfill their obligations under the present Agreement during the entire period of force majeure.

## **12. APPLICABLE LEGISLATION. DISPUTE SETTLEMENT PROCEDURE**

12.1. The present Agreement and any disputes or claims arising on the basis of the present Agreement shall be governed and interpreted in accordance with the legislation of the United Kingdom.

12.2. All disputes under the present Agreement will be resolved by the Parties through negotiations. In case of failure to reach an agreement during negotiations, the parties will settle the dispute in a claim procedure with the attachment of documents (originals or duly certified



copies) confirming the validity of the claims and the powers of the person who signed the claim. The term of consideration of the claim is 10 (ten) working days from the date of its receipt.

12.3. In case of non-resolution of disputes in the claim procedure, such disputes, claims and disputes are subject to resolution in the Arbitration Court of the city of Moscow.

### **13. FINAL PROVISIONS**

13.1. Faxed copies of the Documents, as well as graphic files transmitted by e-mail containing scanned pages of the Documents (hereinafter referred to as "Scanned copies of the Documents"), have the legal force of a paper original and are considered to be valid until the Parties exchange with paper originals of Documents. The exchange of originals in this case is carried out with a help of postal service at the request of the relevant Party.

13.2. The invalidity of a separate provision of the present agreement does not entail the invalidity of the present agreement as a whole. The Parties undertake to amend the provisions of the Agreement deemed illegal and/or invalid in such a way as to reflect to the maximum extent the will and legitimate interests of the Parties of the Agreement, as well as the intentions of the Parties when concluding the Agreement.

3.3. The Sublicensee is not entitled to assign his/her rights or obligations under the Agreement or any part thereof without obtaining prior written consent to such assignment from the Sublicensor.

13.4. The Sublicensor is entitled to make changes to this offer without notifying the Sublicensee. The current version of the offer is located on the website at:  
<https://itransfers.com/static/pdf/license/en/offer.pdf>

The Sublicensor's reference details:

A7 Europe Limited Trade Development

Registered office: 12 Mulberry Place, Pinnell Road, London SE9 6AR UK

Banking details:

Citi Commercial Bank

Account number 0010711861

IBAN GB52CITI18500810711861

Swift Code: CITIGB2L