

PUBLIC OFFER AGREEMENT

TRACE LLC is registered in the Russian Federation at the following address: 107014, Moscow, 1, Egerskaya Street, Floor 1 Building IIIA Room 5 Office 21 (INN 7718961148 / KPP 771801001 / OGRN 5137746215470 / OKPO 26414437 / OKATO 45263552000), represented by the Director - Mrs. Saipova Diana Arifovna, acting on the basis of the Charter, hereinafter referred to as the Executor, offers any legal entity or any individual, including non-residents of the Russian Federation (RF), hereinafter referred to as the Customer, paid services in the field of translation and other services (hereinafter – the Services).

The present document, in accordance with par. 2 Art. 437 of the Civil Code of the Russian Federation, is a public offer agreement (hereinafter referred to as the Offer), and the adoption (acceptance) of which, in accordance with par. 3 Art. 438 of the Civil Code of the Russian Federation shall be considered the order of the Services by the Customer upon their payment. The Offer acceptance is equal to the contract conclusion under the terms specified for by the present Offer in which the Executor and the Customer collectively become the Parties of the Offer.

The Offer acceptance may be implemented throughout the period of the present Offer publication. The place for the present Offer publication is the website of the Executor: Public Offer Agreement (link: <https://gostperevod.com/public-offer>)

1. SUBJECT OF THE CONTRACT

1.1. The Executor renders Services to the Customer in the sphere of language (written and/or oral) translations, technical translations in compliance with the Customer requests (hereinafter – the Orders), and the Customer accepts and pays for the Services in the manner and within the time limits pursuant to the provisions of the present Offer and in accordance with the current prices of the Executor.

1.2. Type, volume, language, performance periods as well as other terms of each Order shall be preliminary agreed upon between the Customer and the Executor in any form, including orally, by phone, via e-mail, and via filling out an online order form.

2. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

2.1. The Executor shall be obliged to:

2.1.1. accept Orders from the Customer in any form (via e-mail, online, fax, or otherwise);

2.1.2. ensure execution of each Order with adequate quality in full and within the time limits agreed to by the Parties;

2.1.3. the Executor shall provide delivery of the Order deliverables to the Customer's e-mail address.

2.2. The Executor shall be entitled to:

2.2.1. attract third parties to fulfill obligations under the present Offer and to use services/works of third parties to provide the Services as provided for by the present Offer;

2.2.2. change prices in the price list published on the website of the Executor, the list of the Services rendered, and the terms of the present Offer without prior approval by the Customer, as well as to withdraw the Offer at any time at own sole discretion;

2.2.3. deny rendering of the Services to the Customer if the original textual material received from the Customer has been provided in illegible form, contradicts ethical and/or legislative provisions or is in violation of par. 3.5. and par. 3.6. by the Customer of the present Offer.

2.3. The Customer shall be obliged to:

2.3.1. review the terms of the present Offer in advance;

2.3.2. send Orders to the Executor for the provision of Services with an indication of its preferences, and in a timely manner, provide the Executor with reliable information and materials necessary for execution of the Services within the scope of the present Offer;

2.3.3. pay the Executor for the cost of the Services in accordance with each Order in the amount and manner as provided for by the present Offer.

2.4. The Customer shall be entitled to:

2.4.1. send Orders to the Executor for the provision of Services within the scope of the present Offer in any form;

2.4.2. coordinate the terms with the Executor for the Order execution, including the completion date and the process for receiving the deliverables of the Services;

2.4.3. refuse the Services that are subject to payment to the Executor of the actually incurred by the Executor expenses, which were associated with the execution of obligations under the present Offer.

3. COST OF THE SERVICES AND THE SETTLEMENT PROCEDURE

3.1. The total cost of the Services under the present Offer is defined by the combined cost of the Services in accordance with the Orders and invoices of the Executor that have become due.

3.2. The cost of Services under each Order for the translation of text shall be calculated prior to the execution of each Order on the basis of the original textual material provided by the Customer in accordance with the existing price list of the Executor.

3.3. In the event of changes in the cost of Services of any Order due to its characteristics, the indicated cost of Services shall be agreed to by the Parties prior to the execution of this Order.

3.4. The remuneration of the Executor shall be established in conditional units, excluding VAT (the Executor operated at simplified taxation system, without VAT). The currency of payment under the present contract shall be the Russian ruble (RUB), and the US dollar (USD) exchange rate is the rate established by the Central Bank of the Russian Federation on the day that the invoice is sent by the Executor to the Customer.

3.5. The Customer shall pay for the Service under the terms of 100% (one hundred percent) advance payment to the settlement account. The payment for the Services confirms that the Customer has read and agrees to the terms of the present Offer. For regular customers that consistently comply with the terms of the present Offer, the Order payment terms may be established individually, as agreed to by both Parties.

3.6. The term of adoption (acceptance) of the Offer and payment for the Services is three (3) business days from the date of issuing the invoice by the Executor, and if after this period, the Customer has not made the payment for the Services, the Order is recognized by the Executor as canceled.

3.7. Acceptance of the Services by the Customer under the present Offer is made without obligatory execution and signature of the Services' acceptance certificates by the Parties. The parties have agreed that the present Offer shall have the power of the Services' provision certificates.

3.8. The delivery date of the Services rendered shall be the date of actual transfer by the Executor of the Services deliverables to the Customer via electronic communication channels in printed form or otherwise by prior agreement with the Customer.

3.9. The Services shall be deemed provided by the Executor in a proper manner and accepted by the Customer, if within three (3) business days from the date of the services delivery the Executor does not receive motivated written objections from the Customer.

4. ADDITIONAL PROVISIONS

4.1. The Customer agrees and acknowledges that changes made in the present Offer entail an introduction of these changes into the already adopted and existing Offer between the Customer and the

Executor, and these changes shall take effect simultaneously with the entry into the effect of the changes in the present Offer.

4.2. When collecting and processing personal data of the Customer, the Executor is governed by the provisions of the current legislation of the Russian Federation, including:

- The Customer provides the Executor with personal data necessary to comply with the terms of the present Offer (surname, name, e-mail, contact phone numbers and others);
- After receiving the Order, the Customer data is registered in the Executor database;
- Access to the Customer personal data is available to persons that are directly involved in the execution of the terms of the present Offer.

4.3. The Customer is responsible for observance of copyright, associated and/or other rights related to the translation to another language and/or provision of the textual materials to the Executor under the present Offer.

4.4. The Customer shall have the right to waive the Order after paying for the Services by sending a written statement of waiver of the Order to the Executor indicating his surname, name, contact phone numbers. If by the time of receiving such a statement, the Executor has already completed the Order in full, the payment under the Order shall not be refundable to the Customer. If by the time of receiving such a statement, the Executor has completed the Order in part, the payment for the completed portion of the Order shall not be refundable to the Customer.

4.5. The Executor shall not be liable during the provision of Services under the present Offer for any damages and/or loss of profit of the Customer associated with his/her (the Customer's) errors or omissions in the provision of information.

5. LIABILITY OF THE PARTIES

5.1. The Executor shall not be liable for infringement of copyright, associated rights or other rights that occurred in connection with editing or translation into another language and/or provision of textual materials from the Customer to the Executor and/or from the Executor to the Customer.

5.2. The Executor shall not be liable for the accuracy, truthfulness and/or correctness of the information contained in the original materials and in the translation/edited text performed by the Executor or during provision of other services.

5.3. In the case that the Customer refuses the provided Services after the start of their rendering and until the full completion of the provision of Services, the Customer shall pay the Executor for the actually incurred expenses and for the actually completed Services at the time of the refusal by the Customer within 5 (five) banking days from the date of issuance of the corresponding invoice by the Executor.

5.4. In the case that the Customer refuses to receive the translation or editing Services and/or other services specified in the Order, the Customer undertakes to pay the Executor for the cost of the services performed by the time of the Customer's notice receipt on the refusal of services, as well as all associated expenses incurred within 5 (five) banking days from the date of the issuance of the corresponding invoice by the Executor.

5.5. Reissue of the invoice lost by the Customer shall be made by the Executor on a non-repayable basis within five (5) days of the Customer's notice receipt on the loss and/or damage of the mentioned documents.

5.6. The loss of the invoice by the Customer that is issued by the Executor shall not constitute a reason for non-fulfillment by the Customer of his obligations regarding payment of the rendered services.

5.7. In all other cases not provided for by the present Offer, the Parties shall bear responsibility for failure or improper fulfillment of their obligations in accordance with the current legislation.

6. COMMERCIAL SECRET

6.1. Commercial secret means any information provided in written or in oral form, or which may be obtained by observation or analysis of any kind of commercial, financial and other activities of the Customer, including but not limited to academic, business and commercial information, know-how, formulas, processes, developments, sketches, photographs, plans, drawings, specifications, sample reports, models, customer lists, price lists, studies, data obtained, computer programs, inventions and ideas.

6.2. The Executor undertakes not to disclose commercial secrets to third parties, except in cases when the commercial secret can be disclosed with the permission of the Customer in the course of work under the Order submitted by the Customer to the Executor. The Executor limits disclosure of commercial secrets and provides access to it only to those associates of the Executor who require to know such information to fulfill their activities pertaining to the order. The above-mentioned associates must be aware that they are obliged to maintain commercial secrets and limit its use.

6.3. The obligation to maintain commercial secrets remains in force for a period of three (3) years after the provision of Services under each Order.

6.4. The liabilities to maintain commercial secrets provided for by the present Contract shall not apply to information that:

- has been known to the Executor before its submission by the Customer
- and/or is already a part of the public domain

6.5. Press releases, public and advertising announcements relating to the present Contract may be made by one Party only with the prior approval of the other Party.

7. FORCE MAJEURE

7.1. The parties are relieved of responsibility for partial or complete non-fulfillment of their obligations under the present Offer if such failure has been caused by circumstances beyond reasonable control arisen after the conclusion of the present Offer, being beyond the control of the Executor, which the Parties could not foresee or prevent, on which the Parties may not influence and for the occurrence of which are not responsible, such as natural disasters, fires, extreme events of social nature (war, riots, etc.), government regulations or orders of public authorities, making it impossible to execute the obligations of the Parties under the present Offer.

7.2. Should any circumstances arise specified in paragraph 7.1. of the present Offer, each Party shall notify the other Party in writing hereof as soon as possible.

7.3. Upon occurrence of the circumstances specified in paragraph 7.1. of the present Offer, the term for the Executor's obligatory execution under the present Offer shall be extended in proportion to the period of such circumstances and their consequences remain in force.

8. CHANGE AND TERMINATION OF THE OFFER

8.1. The present Offer may be changed or terminated by written agreement of the Parties and in other cases provided for by the legislation of the Russian Federation.

8.2. In the event of termination of the present Offer, the Customer shall pay the Executor the amount of the actual Services provided at the time of the Contract Offer termination, and the advance payment for the Services rendered shall be returned to the Customer minus the amount corresponding to the amount of the Services actually provided at the time of the Contract Offer termination on the basis of a formal letter signed by the Customer within thirty (30) calendar days of the receipt of the letter by the Executor.

9. FINAL PROVISIONS

9.1. The present Offer shall take effect from the date of its publication on the Executor's website: Public Offer Agreement (link: <https://gostpervod.com/public-offer>) and shall be valid for an indefinite period.

9.2. Any changes or additions to the present Offer shall be valid if made in writing and signed by duly authorized representatives of the Parties.

9.3. Upon the written request of the Customer, the Executor can issue a printed version of the present Offer with signatures of the Parties, which would have equal legal force as the present Offer. The written request by the Customer for the Executor to sign a paper copy of the present Offer shall be considered to be the delivery of the printed version of the Offer that is signed by the Customer to the Executor's address in two copies, which indicates the details of the Customer:

- for legal entities: OGRN, INN, KPP, bank details, legal address, director name (in full), phone, e-mail;
- for individual entrepreneurs: name (in full), OGRNIP, INN, KPP, bank details, registration address, phone, e-mail;
- for individuals: name (in full), passport data, address, phone, e-mail.

9.4. In all other cases not provided for by the present Offer, the Parties shall be governed by the applicable laws of the Russian Federation.

9.5. All disputes that may arise between the Parties in relation to the issues not provided for by the present Offer shall be settled by negotiation or by the procedure stipulated by the current legislation of the Russian Federation.

10. DETAILS OF THE EXECUTOR

TRACE LLC

Legal address:

107014, Moscow, 1, Egerskaya Street, Floor 1
Building IIIA Room 5 Office 21
INN 7718961148 / KPP 771801001
OGRN 5137746215470 / OKPO 26414437
OKATO 45263552000

Bank details for payment in USD

Beneficiary Bank:

VTB Bank (PJSC) Branch No. 7701 in Moscow
SWIFT: VTBRUM2MS3
with PJSC VTB BANK, MOSCOW
SWIFT: VTBRUMM

Beneficiary's name: TRACE LLC

Beneficiary's account:

4070 2840 5000 0100 6159

Executor:

TRACE LLC Director - Saipova D.A.

Customer:

Stamp and signature

Stamp and signature