

PUBLIC OFFER

St. Petersburg May 30, 2025

This Public Offer constitutes a public proposal by iTransfers LLC, hereinafter referred to as the "Sublicensor," represented by General Director Kristina Vyacheslavovna Tolkodubova, acting under the Charter, to any legal or natural person, hereinafter referred to as the "Sublicensee," to enter into an agreement on the terms set forth herein by accepting the Offer. The Sublicensor has the right to use the software and to conclude agreements with third parties for the provision of the right to use the software under the License Agreement dated March 24, 2017 (the "License Agreement").

1. DEFINITIONS

- Agreement: a contract concluded as a result of the Sublicensee's acceptance of this public offer under the conditions specified herein.
- Software (System): the software program "iTransfers Transport Management System," registered in the Russian Federation under No. 2016614095.
- Territory: the entire world.
- Offer: this public proposal by the Sublicensor to any person to conclude a sublicense agreement.
- Acceptance: full and unconditional acceptance of the terms of this offer by the Sublicensee by performing the actions specified in Section 2.
- Tariff: the license fee amount depending on the selected functionality.
- Website: the Sublicensor's website located at <https://itransfers.ru/>.
- System Administrator: iTransfers LLC.
- Personal Account: a section of the Website accessible via login/password, reflecting the Sublicensee's use of the system.

2. ACCEPTANCE OF THE OFFER

2.1. To begin using the Software, the Sublicensee must complete the registration process by following the instructions and filling in all required registration fields.

2.2. Upon registration, an email with a confirmation link is sent.

2.3. The Sublicensee must follow the link to confirm registration.

2.4. Acceptance occurs when the system administrator confirms registration.

3. SUBJECT OF THE AGREEMENT

3.1. The Sublicensor grants the Sublicensee the right to use the Software for internal commercial purposes related to automating the provision of transport services to third parties via loading the Software into the Sublicensee's personal account.

3.2. The Sublicensee is prohibited from:

- Modifying or translating the Software.
- Making the Software publicly available (e.g., online access).
- Distributing the Software (sale or otherwise) without separate agreement.
- Using the Software for purposes not stated in 3.1.
- Granting sublicenses to third parties.
- The right is exclusive and limited to the term of the Agreement.

4. RIGHTS AND OBLIGATIONS OF THE SUBLICENSOR

4.1. The Sublicensor may:

- Receive license fees.
- Request information from the Sublicensee and conduct audits.
- Integrate license control software.

4.2. Within 5 business days of acceptance, the Sublicensor shall provide:

- Access credentials (login/password) for the personal account.
- Documentation via <https://itransfers.ru/>.

5. RIGHTS AND OBLIGATIONS OF THE SUBLICENSEE

5.1. The Sublicensee may use the Software as per Section 3.1 and must:

- Not claim rights to the Software.
- Not bypass security features.
- Maintain records of access points.
- Not reverse engineer, decompile, disassemble, or publish test results without consent.
- Report any infringement or legal claims to the Sublicensor within 5 business days.
- Provide requested information to the Sublicensor.

6. WARRANTY

6.1. The Software is provided "as is" without warranties, including but not limited to uninterrupted operation, error correction, or compatibility.

6.2. The Sublicensor is not responsible for results obtained using the Software.

6.3. Any warranty does not apply if issues result from:

- Misuse or violation of system requirements.
- Unauthorized modifications.

7. REPRESENTATIONS AND WARRANTIES

7.1. Each party represents that:

- It has the authority to enter into and perform the Agreement.
- All necessary approvals have been obtained.
- Execution of the Agreement does not violate any laws or internal regulations.

7.2. The Sublicensee additionally represents that:

- It is not bankrupt or undergoing liquidation.
- It is not involved in legal disputes preventing execution of this Agreement.

8. TERM AND TERMINATION

8.1. The Agreement takes effect upon acceptance and remains valid as long as the Sublicensor holds the rights to the Software.

8.2. It may be terminated early by mutual agreement or unilaterally by the Sublicensor with 15 calendar days' notice.

9. CONFIDENTIALITY

9.1. Confidential Information includes all information provided in connection with this Agreement, regardless of its format or designation.

9.2. The Receiving Party agrees to:

- Share Confidential Information only with those necessary.
- Use it solely for the purpose of this Agreement.
- Not reproduce or disclose it without written permission.

9.3. Disclosure includes any act resulting in third-party access without consent.

9.4. Upon request, the Receiving Party must disclose all persons who received Confidential Information.

9.5. Confidentiality obligations last for the duration of the Agreement and 10 years after termination.

9.6. These terms are essential and binding.

9.7. The Disclosing Party may request return or destruction of Confidential Information.

9.8. Exceptions apply to information already public or required to be disclosed by law.

10. LIABILITY

10.1. Each party is liable for non-performance under Russian law.

10.2. A party providing false representations must compensate the other party.

10.3. A party causing disclosure of Confidential Information must compensate losses.

11. FORCE MAJEURE

11.1. Parties are not liable for failure to perform due to force majeure.

11.2. Performance deadlines are extended by the duration of the force majeure.

11.3. Affected party must notify the other party and provide supporting documents within 30 days.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. The Agreement is governed by Russian law.

12.2. Disputes shall be resolved through negotiation, then pre-trial procedure with a 10-business-day response period.

12.3. If unresolved, disputes are submitted to the Arbitration Court at the Sublicensor's location.

13. FINAL PROVISIONS

13.1. Scanned copies of documents sent via email are legally valid.

13.2. Invalidity of any clause does not affect the remainder of the Agreement.

13.3. The Sublicensee may not assign rights without written consent.

13.4. The Sublicensor may update the Offer without notice. The current version is available at <https://itransfers.ru/static/pdf/license/offer.pdf>.

Sublicensor details:

iTransfers LLC

Address: 153 Leninsky Ave., Unit 216-N, Office 706, St. Petersburg, Russia, 196247

TIN: 7841489375 OGRN: 1137847376182

Bank: TBank JSC

Account: 40702810910001614060

Correspondent account: 30101810145250000974