

SERVICE AGREEMENT

FOR PROVIDING ACCESS TO A SOFTWARE PRODUCT

(PUBLIC OFFER)

Kharkiv

November 14, 2015

CONSULTING COMPANY "TOR" IN THE FORM OF A LIMITED LIABILITY COMPANY, hereinafter referred to as the "Performer," represented by Director Vyacheslav Viktorovych Shatillo, acting on the basis of the Statute, on the one hand, and a natural or legal person, hereinafter referred to as the "Customer," on the other hand, collectively referred to as the "Parties," have entered into this Agreement regarding the following:

§ 1. TERMS AND DEFINITIONS

1.1. "Agreement" - this Agreement on the provision of services for providing access to a software product, concluded on the terms specified below.

1.2. "Performer" - the legal entity Consulting Company "TOR" in the form of a Limited Liability Company, which has concluded this Agreement with the Customer.

Detailed information about the Performer is available at the link: <http://finance-controlling.net/#contacts>

1.3. "Customer" - a legal or natural person who has concluded this Agreement with the Performer.

1.4. "Program" - the computer program "Finance-Controlling," which allows using mathematical methods and computational forms based on systematically accumulated and generalized information to predict future results of economic activity and manage the solvency of enterprises and their subdivisions.

1.5. "SaaS-version" - a version of the Program provided without downloading the distribution kit by the Customer.

1.6. "Software Product" - the Program and Additional Modules located on the Internet Website, access to which is provided under the terms of this Agreement.

1.7. "Internet Website" - websites with the domain names www.finance-controlling.com.ua, www.finance-controlling.com.ru, www.finance-controlling.net, through which the Customer is provided access to the Program by creating a Personal Account.

1.8. "Personal Account" - a virtual tool for the Customer's personal self-service located on the Internet Website.

1.9. "Registration" - the filling out by the Customer of the Registration Form located on the Internet Website by specifying the necessary information and choosing a Login and Password.

1.10. "Registration Form" - the form located on the Internet Website that the Customer must fill out to undergo Registration on the Internet Website.

1.11. "Login" and "Password" - a unique set of symbols created by the Customer during Registration, intended for access to the Personal Account.

1.12. "Remuneration" - payment for the provision of access services to the Program under the "Standard" tariff at the prices indicated at the link: <http://www.finance-controlling.net/#rewiev>

1.13. "Additional Payment" - payment for the provision of access services to Additional Modules at the prices indicated at the link: <http://www.finance-controlling.net/#rewiev>

1.14. "Additional Modules" - additional functional capabilities of the Program provided for an Additional Payment.

Types and functional characteristics of Additional Modules are available on the Internet Website in the "Tariffs" section at the link: <http://www.finance-controlling.net/#rewiev>

1.15. "Demo Version of the Program" - a version of the Program that contains its standard functional characteristics but is valid only during the Test Access period and is intended for:

(a) training the Customer and their personnel to work with the Program using abstract figures and data; and

(b) the Customer making a decision on purchasing the rights to use the full version of the Program.

1.16. "Test Access" - access to the Demo Version of the Program for 45 calendar days (60 calendar days in case of purchasing a promo code) from the moment of the Customer's registration on the Internet Website for the purposes specified in clause 1.15.

Test Access to the Program is not considered use of the Program, as it is valid for a limited amount of time and, thus, does not allow for the realization of the Program's objectives.

1.17. "Accounting Period" - the period of access to the Program, the duration of which is determined in the "Tariffs" section, after which the Customer undertakes to make payment in the amount provided for by the Agreement.

1.18. "Legislation" - the current legislation of Ukraine.

§ 2. GENERAL PROVISIONS

2.1. This Agreement is an offer to conclude a public contract in accordance with Art. 633, Part 2 of Art. 641 of the Civil Code of Ukraine.

2.2. Acceptance is the entry by the Customer of the alphanumeric code specified in the SMS message received during the Registration procedure. Acceptance confirms the following facts:

2.2.1. The Customer has fully and carefully familiarized themselves with the entire content of this Agreement.

2.2.2. All terms of the Agreement are clear to the Customer, and they do not require additional explanation of any provisions of the Agreement.

2.2.3. The Customer agrees to all terms of the Agreement without any limitation, exclusion, counter-condition, or proposal.

2.2.4. The fact of the conclusion of the Agreement by the Parties in accordance with the provisions of the Civil Code of Ukraine.

2.3. The terms of this Agreement may be changed by the Performer unilaterally without notifying the Customer.

§ 3. SUBJECT OF THE AGREEMENT

3.1. The Performer undertakes to provide the Customer with access services to the Program and Additional Modules within the limits provided for by this Agreement, and the Customer undertakes to pay for these services in the manner provided for by this Agreement.

3.2. Under this Agreement, the Customer is granted access exclusively to the SaaS version of the Program and Additional Modules, which does not provide for the possibility of downloading the Program and using it in offline mode, i.e., outside of work on the Internet Website.

Any attempt to download the Program or downloading it in any way is understood as a violation of the terms of this Agreement and is considered a violation of the Performer's intellectual property rights.

§ 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Customer has the right:

4.1.1. To test the Demo Version of the Program during the Test Access period. Testing the Demo Version of the Program includes:

(a) receiving online consultations aimed at training the Customer in the use of the Program;

(b) training of the Customer's employees or the Customer themselves to work with the Program for developing abstract plans and/or forecasts of entrepreneurial or economic activity, managing cash flows and solvency of one abstract business model or another during the Test Access period;

4.1.2. To use the Program during the Accounting Period in case of payment of the Remuneration. Use of the Program includes:

(a) application of the Program by the Customer's employees or the Customer themselves directly for developing plans and/or forecasts of the Customer's entrepreneurial or economic activity during the Accounting Period;

(b) application of the Program by the Customer's employees or the Customer themselves directly for managing the cash flows and solvency of their business;

(c) providing the Customer's employees with remote access to work in the Program;

(d) providing the Customer's structural subdivisions (branches, representative offices, and other internal divisions) with remote access to work in the Program.

4.1.3. To obtain access to Additional Modules and use them in case of making an Additional Payment.

4.1.4. To formalize and submit to the Performer requests and applications for receiving information necessary for using the Program or Additional Modules, in the manner provided for by this Agreement.

4.1.5. To formalize and submit to the Performer requests and applications for fixing technical and other errors (glitches) identified when using the Program or Additional Modules, in the manner established by this Agreement.

4.2. The Customer is obliged:

4.2.1. To use the Program and Additional Modules only within the rights and in the ways provided for in clauses 4.1.1-4.1.3 of the Agreement;

4.2.2. To make payments under the Agreement in accordance with the terms of this Agreement;

4.2.3. To ensure compliance with the information security regime when working with the Program, including:

using crack-resistant passwords;

ensuring the storage of authentication data for entering the Personal Account in strict secrecy;

providing authentication data to a strictly limited circle of employees and ensuring non-disclosure of said data by these employees;

4.2.4. To follow the Performer's recommendations on issues regarding equipment and software settings for integration.

4.3. The Customer does not have the right:

4.3.1. To download the Program from the Internet Website and/or use it in offline mode;

4.3.2. To modify, adapt, or otherwise make changes to the Program;

4.3.3. To publish and/or otherwise distribute the Program and/or its parts and/or Additional Modules, including but not limited to on the Internet (including in social networks, open and closed public groups of social networks, etc.);

4.3.4. To transfer the Program and/or Additional Modules to third parties under agreements aimed at any use of the Program or its parts by third parties.

4.4. The Performer is obliged:

4.4.1. To provide the Customer with access to use the Demo Version of the Program by registering them on the website with the assignment of a unique Login and Password for entering the Program and creating a separate Personal Account.

4.4.2. To ensure the storage and non-disclosure of data received from the Customer as a result of their Registration and use of the Demo Version of the Program, the Program, or Additional Modules.

4.4.3. To provide the Customer with access to the use of the Program within 3 (three) business days from the moment of receiving the Remuneration.

If the Customer makes an Additional Payment, the Performer is obliged to also provide the Customer with access to use the Additional Modules within 3 (three) business days from the moment of its receipt.

4.4.4. To provide access to the Program and Additional Modules (in case of making an Additional Payment) daily and around the clock, except for the time of preventive measures and technical works, which shall not exceed 24 hours per month.

4.4.5. To provide information on issues regarding work with the Program and Additional Modules (in case of making an Additional Payment) via email, online chat, and telephone.

Actual email addresses, phone numbers, and other means of communication are located at the link: <https://finance-controlling.net/#contacts>

4.4.6. To provide information on updates to the current version of the Program released during the term of this Agreement by placing it in open access on the Internet Website;

4.4.7. Given technical possibility, to eliminate potential glitches in the work of the Program that arose through the fault of the Performer, based on the

Customer's application, which can be sent to: support@finance-controlling.net, except for cases where the Customer violated the Program Operation Rules set forth in the Program content.

4.5. The Performer has the right:

4.5.1. To suspend the Customer's access to the Program and/or Additional Modules until the receipt of the Remuneration and/or Additional Payment.

4.5.2. To release new releases and versions of the Program and Additional Modules, and determine the terms of their provision to the Customer, terms of their payment, technical support, and maintenance.

4.5.3. To involve third parties for the provision of services under this Agreement.

4.5.4. To unilaterally make changes to this Agreement by issuing new editions, notifying the Customer about this on the Internet Website.

In doing so, the Parties agreed that changes made to this agreement unilaterally, based on the provisions of Part 1 of Art. 651 of the Civil Code of Ukraine, do not need to be coordinated with the Customer and take effect automatically from the moment the Performer posts information about them at the link: <http://app.finance-controlling.net/login#registration>

§ 5. CONCLUSION OF THE AGREEMENT AND COMMENCEMENT OF TEST ACCESS

5.1. The Customer registers on the Internet Website. After Registration on the Internet Website, the Customer's Personal Account is created, and the Customer receives an SMS message from the Performer to the mobile phone number specified by them during registration.

5.2. The SMS message contains an alphanumeric code that the Customer must enter to confirm Registration on the Internet Website. The Parties agreed that the entry of the specified code by the Customer is a one-time identifier (analogous to the Customer's personal signature) and is equivalent to the signing of this Agreement by the Customer.

5.3. From the moment of entering the code specified in the SMS message, the Agreement is considered concluded. From this same moment, the term of the Test Access begins.

5.4. Within two calendar days from the moment of the entry of the alphanumeric code specified in the SMS message by the Customer, the Performer sends to the Customer's email address an electronic document confirming the conclusion of the Agreement, a copy of the Agreement in the form of a protected PDF document, information about the Performer, and information about the procedure for considering claims.

§ 6. OBTAINING ACCESS TO THE PROGRAM AND/OR TO ADDITIONAL MODULES

6.1. The Performer provides the Customer with access to the Program and/or Additional Modules during the Accounting Period in case of receipt of an application from the Customer, drawn up in the manner provided for in clause 6.2 below, as well as the Remuneration and/or Additional Payment to the current account.

6.2. The Customer submits an application for access to the Program and/or Additional Modules before the expiration of the Test Access term or the previous Accounting Period.

If the Customer submits an application before the expiration of the Test Access term, then the Test Access term terminates and the Accounting Period begins.

The Parties agreed that the submission of an application by the Customer before the expiration of the Test Access term means that the Customer has decided to purchase rights to use the full version of the Program, has no claims regarding its functioning and the quality of services provided under this Agreement, and that the Customer and their personnel are fully trained to work with the Program.

The application is submitted by filling out an electronic form in the Personal Account on the Internet Website with simultaneous payment for the corresponding service, based on the cost of the tariff chosen by the Customer.

Upon submission of the application, an invoice is sent to the Customer indicating the cost of access to the Program and/or to Additional Modules during the Accounting Period.

In case of receipt of a payment from the Customer according to the specified invoice, an SMS message with an alphanumeric code is sent to them, which the Customer is obliged to enter to confirm their order in the corresponding field in the Personal Account.

The entry of the specified code in the corresponding field on the Internet Website is a one-time identifier of the Customer and is equivalent to the signing of the application by the Customer.

6.3. If the Customer has performed all actions for processing the application provided for in clause 6.2 of the Agreement, it is considered that they are trained in using the Program online, have familiarized themselves with all functional characteristics of the Program and/or Additional Modules, and have no claims regarding the quality of services provided to them during the Test Access period or the previous Accounting Period.

6.4. In case of payment of the Remuneration by the Customer, the Performer provides the Customer with access to the Program for the duration of the paid Accounting Period.

The beginning of the next Accounting Period is calculated from the day the payment is received in the Performer's current account from the Customer according to the terms of this Agreement, but no earlier than the end of the previous paid period.

6.5. Upon making an Additional Payment, the Performer provides the Customer with access to Additional Modules for the duration of the paid Accounting Period.

The beginning of the next accounting period is calculated from the day the specified payment is received in the Performer's current account from the Customer according to the terms of this Agreement, but no earlier than the end of the previous paid period.

6.6. The Customer has the right to refuse to obtain access to the Program and/or Additional Modules for the next Accounting Period.

A refusal is understood as not filing an application and making payment in the manner specified in clause 6.2 before the expiration of the 45-day term from the moment of the Customer's registration on the Internet Website or before the expiration of the term of the previous paid Accounting Period.

§ 7. PRICE AND PAYMENT PROCEDURE

7.1. The Remuneration, as well as the Additional Payment under this Agreement, are contained in the "Tariffs" section on the Internet Website. Information in the "Tariffs" section about the Remuneration and Additional Payment is displayed taking into account commission costs related to transferring the Remuneration and Additional Payment to the Performer's current account. Commission costs related to transferring the Remuneration and Additional Payment to the Performer's current account are borne by the Customer.

7.2. Payment of the Remuneration and/or Additional Payment under this Agreement is carried out in the form of 100% prepayment for access services to the Program and/or Additional Modules simultaneously with the drawing up of the application for such access in the manner established by clause 6.2 of the Agreement.

7.3. Payment of the Remuneration and/or Additional Payment for obtaining access to the Program and/or Additional Modules for the next Accounting Period is additional confirmation of the proper provision of services by the Performer in the previous Accounting Period.

7.4. The Performer has the right to make changes to this Agreement regarding the determination of the cost of access services to the Program and/or to Additional Modules. In doing so, the Customer's consent is not required for changing the cost of services. New terms take effect from the

moment they are posted at the link:

<http://app.finance-controlling.net/login#registration>

7.5. All settlements under this Agreement are carried out in non-cash form.

7.6. The moment the Customer fulfills their payment obligations is the date the funds are received in full in the Performer's current account.

7.7. When the Customer transitions from the current Tariff to a new Tariff, which are contained on the Internet Website in the "Tariffs" section, the new Tariff is activated at 24:00 on the day of the change. In doing so, a recalculation of the number of days of access to the Program and/or to Additional Modules occurs at the cost of the Tariff active at the moment of the change of the current tariff.

7.8. The currency of settlements under this Agreement is the national currency of Ukraine – the hryvnia.

7.9. Considering that users of the Program may be foreign companies and citizens, guided by Article 524 of the Civil Code of Ukraine, Tariffs on the Internet Website in the "Tariffs" section are indicated in US Dollar equivalent. Payment for services provided under this Agreement is carried out in hryvnia at the exchange rate specified by the Performer on the Internet Website at the moment of payment. This rate may be set and changed by the Performer based on the exchange rate set by the National Bank of Ukraine, or the exchange rate set by foreign currency exchange points, or the exchange rate set by any bank or other financial institution of Ukraine.

7.10. In case of early termination of this Agreement for any reason, the amount of the prepayment made is not subject to return to the Customer.

7.11. The Performer, within 3 calendar days after receiving the Remuneration and/or Additional Payment, sends to the Customer's email address an electronic document (receipt) confirming the fact of receiving the Remuneration and/or Additional Payment.

§ 8. CONFIRMATION OF THE FACT OF PROVISION OF ACCESS SERVICES

8.1. Within five calendar days after the end of the Test Access term or the Accounting Period, the Performer sends an electronic document (Certificate of Services Provided) by email to the Customer, which specifies which services were provided to the Customer during the Test Access term or the Accounting Period. Furthermore, information about commission costs related to transferring the Remuneration and Additional Payment to the Performer's current account is reflected in the Certificate of Services Provided.

8.2. If, within 14 calendar days after the Certificate of Services Provided is sent, the Performer does not receive claims or remarks from the Customer, the Certificate of Services Provided is considered properly formalized, and the services for the Accounting Period are considered provided in full.

8.3. Any claims or remarks regarding the Certificate of Services Provided are sent to the Performer by post as a valuable letter with a list of enclosures. A new Certificate of Services Provided, taking into account the Customer's remarks, is drawn up by the Parties on paper and signed in the manner established by law. The Parties agreed that refusal to sign the Certificate of Services Provided is considered groundless if the Customer, in justifying the fact of improper service provision, refers only to the fact that they are not satisfied with all or part of the functional characteristics of the Program and/or Additional Modules, the quality of the Performer's services, etc. It is presumed that the Customer has sufficient opportunities to familiarize themselves with the functional characteristics of the Program and learn how to use it during the Test Access period.

8.4. Upon the Customer's application, formalized as a valuable letter with a list of enclosures, the Performer sends the Certificate of Services Provided on paper to the Customer's address. The application must contain information about the Customer's name (Full Name if the customer is a natural person), their location (residence address if the customer is a natural person), and the EDRPOU code (if the Customer is a legal entity). Documents confirming the information specified in this clause, notarized and with an apostille (for non-residents of Ukraine), must be attached to the application. The Performer, within 10 calendar days after receiving the application, but no earlier than the end of the Test Access term or the Accounting Period, sends to the Customer as a valuable letter with a list of enclosures 2 (two) copies of the Certificate of Services Provided, signed by the performer. The Customer is obliged to sign and send one copy of the Certificate of Services Provided back to the Performer as a valuable letter with a list of enclosures within 5 calendar days from the moment of receiving the Certificates.

§ 9. TECHNICAL AND CONSULTANCY SUPPORT

9.1. In case of identifying errors in the work of the Program, the Customer sends a letter to the Performer at support@finance-controlling.net. The Performer sends a response to the Customer regarding the acceptance of their application, after which work on eliminating the specified deficiencies begins. The term and procedure for elimination are determined by the Performer independently, depending on technical feasibility.

9.2. The provisions of clause 9.1 of this Agreement do not apply in case of the Customer's non-compliance with the Program operation rules

recommended by the Performer, or the Performer's recommendations regarding the use of software, etc.

§ 10. FORCE MAJEURE

10.1. In case of occurrence of force majeure circumstances, which include natural disasters, accidents, fires, mass unrest, strikes, military actions, anti-terrorist operations, terrorist attacks, unlawful actions of third parties, entry into force of legislative acts, government decrees, and orders of state bodies that directly or indirectly prohibit the types of activities specified in this Agreement or prevent the parties from performing their functions under this Agreement, and other circumstances beyond the control of the Parties, they are exempt from liability for failure to fulfill their obligations if, within 10 (ten) days from the moment of occurrence of such circumstances and if there is a connection, the Party affected by them informs the other Party of what happened, and also makes every effort for the fastest elimination of the consequences of force majeure circumstances.

10.2. The Party that suffered losses in connection with force majeure circumstances may require from the party that became the object of force majeure documented confirmation of the scale of the events that occurred, as well as their impact.

§ 11. LIABILITY OF THE PARTIES

11.1. For failure to perform or improper performance of obligations under this Agreement, the Parties bear liability in accordance with the current legislation of Ukraine.

11.2. The Customer operates the Program and/or Additional Modules at their own risk. The Customer recognizes that the effectiveness of using the Software Product depends, among other things, on the level of qualification of the Customer and their employees, the completeness and objectivity of the actual data used, as well as other circumstances and actions that are beyond the Performer's control. In this regard, the Performer does not bear liability for the potential failure to achieve the specific practical goal of using the Software Product desired by the Customer.

11.3. The Customer agrees that no software is free of errors.

11.4. The Performer is not liable:

for any actions of the Customer related to the use of the granted rights to use the Program, or those that are a result of using the Program;

for damage of any kind incurred by the Customer due to the loss and/or disclosure of their data necessary for access to the Program, if such loss and/or disclosure occurred through the fault of the Customer;

for the quality of services (in particular data transfer services) necessary for working with the Program if they are organized by third parties not involved by the Performer.

11.5. The Customer agrees that to work with the Program, they need to use software (web browsers, operating systems, etc.) and equipment (personal computers, network equipment, etc.) produced and provided by third parties, and the Performer cannot bear responsibility for the quality of their work.

11.6. The Performer ensures basic information security of the Customer's data.

11.7. Given technical possibility, the Performer ensures data backup once every 1 (one) month and archival storage of the Customer's data during the entire term of the Agreement.

11.8. In case data loss occurred through the fault of the Performer, they take all necessary measures to restore the data within 3 business days, given technical possibility.

11.9. In case data loss was caused by the Customer's actions, data restoration is performed upon a request sent to the Performer. Data restoration is performed only on the condition of technical possibility.

§ 12. TERM OF VALIDITY AND PROCEDURE FOR TERMINATION OF THE AGREEMENT

12.1. The Agreement is considered concluded from the moment specified in clause 2.2 of the Agreement.

12.2. The term of validity of this Agreement is the Test period, as well as paid Accounting periods, if the Customer formalizes an application for access to the Program and/or Additional Modules in the manner established by clause 6.2.

12.3. The Performer has the right to refuse the Agreement early if the Customer allows a violation of any obligation or prohibition established by clauses 4.2 and/or 4.3.

12.4. The Parties agreed that electronic documents sent by email (e-mail) in cases provided for by this Agreement and the current legislation of Ukraine (receipts, certificates, etc.) have legal force and evidentiary value on par with documents on paper. The legal force of an electronic document cannot be challenged solely on the ground that it has an electronic form. The Parties undertake to maintain the confidentiality of passwords that provide access to email.

12.5. The Parties recognize that their signatures, including on electronic documents, may be replaced by a facsimile reproduction of the signature.

12.6. All disputes and disagreements are resolved through negotiations. If disagreements and disputes cannot be resolved through negotiations, the dispute is subject to consideration in the courts of Ukraine in accordance with existing rules for determining jurisdiction and territorial venue.

§ 13. PERSONAL DATA

13.1. The Performer receives the Customer's consent for the collection and processing of personal data about the Customer for the purpose of fulfilling the terms of this Agreement, as well as informing the Customer about ongoing promotional campaigns and special offers during the entire accounting time.

13.2. The Customer, in turn, gives consent to the Performer for the collection and processing of personal data. The Customer's registration on the Internet Website means their consent to the use and processing of their personal data, as well as other actions provided for by the Law of Ukraine "On Protection of Personal Data."

13.3. Access to personal data is held by persons who directly perform the processing of the Customer's personal data.

13.4. The Performer undertakes: to maintain confidentiality regarding the Customer's personal data; not to allow attempts at unauthorized use of the Customer's personal data by third parties.