

LICENSE AGREEMENT– OFFER

Moscow

January 22, 2018

Transtrade Limited Liability Company TIN 7703437862 PSRN 5177746254582 (hereinafter referred to as the **Licensor**), represented by its **General Director Fogilev Mikhail Yevgenyevich**, acting on the basis of the Charter, intending to conclude the Public offer agreement to grant the right to use of the Software on conditions of a simple (non-exclusive) License (License agreement), publishes these terms and conditions in Internet at: <http://www.transtrade.cloud>, being a public offer (offer, addressed to an indefinite range of persons) by virtue of art. 437 of the Civil Code of the Russian Federation. In case of adoption of the below regulations an individual or legal entity, accepting (taking) the present Offer, becomes the Licensee of Transtrade LLC.

The Agreement, concluded in the form of the public offer, provided for by art. 438 of the Civil Code of the Russian Federation does not require bilateral signing. Any individual or legal entity, hereinafter referred to as the **Licensee** (namely, **ETP User, Customer** (procurement procedure) and **Provider** (trading and procurement procedure), which is determined by ETP Regulation, located in Internet at: <http://www.transtrade.cloud>), accepts the terms and conditions of the Agreement of the public offer unconditionally and in full by means of Acceptance (p. 1.6. of the present Agreement).

The present Agreement has the same legal effect as the agreement signed in hard copy in accordance with the Civil Code of the Russian Federation. All appendices shall be integral parts of the present Agreement and shall be recognized as having legal effect as documents in hard copy, bearing manual signature.

1. Subject of the Agreement

1.1. The Licensor shall grant the right of use (simple (non-exclusive) license) (hereinafter referred to as the License) of Computer software “ETP Transtrade” (hereinafter referred to as the Software) to the Licensee, namely the right of usage as intended (i.e. execution of actions, required for work with ETP, including access to the Software from the Licensee’s personal account, execution of trading and procurement procedures, provided for by the Regulation of the electronic trading platform).

1.2. The granted right does not provide for any opportunity for the Licensee’s transfer of rights to use of the Software to the third persons.

1.3. The Software is available for use in the form of the Software version, located on the Licensor’s servers (address in Internet: <http://www.transtrade.cloud>). The Software is not downloadable and installable on the Licensee’s equipment.

1.4. The Licensor shall guarantee that it has the right of use of the Software, indicated in p. 1.1 of the License Agreement - Offer, and has the right to conclude the License Agreement – Offer.

1.5. A person that joined the Regulation and passed the procedure of registration at ETP (as per part 8 of the Regulation) becomes the Licensee.

1.6. The present Offer shall be accepted by execution of the following actions:

- For tariff plans, not providing for payment – passage of registration procedure at ETP;
- For tariff plans, providing for payment - passage of registration procedure at ETP, payment of the first License fee, as per the tariff plan (Appendix No 1 to the Offer);

1.7. The License agreement shall be deemed conclude on conditions of the present Offer after Licensee's acceptance of the present Offer, as per p. 1.6 of the present Agreement. The Licensor shall have the right to amend (add) the terms and conditions of the present Agreement-Offer and appendices hereto unconditionally.

The Licensor shall have the right to change the cost and the terms and conditions of provision of Services at its discretion, within 10 days' notification by information at the Platform. Hereby the Parties shall be governed by the idea that the change of the cost shall not be extended to the Services already paid by the User.

1.8. The rights to use the Software shall be transferred by granting an opportunity to the Licensee to perform acts, provided for by the ETP Regulation, from the Licensee's personal account at ETP of Transtrade, located in Internet at: <http://www.transtrade.cloud>.

1.9. The Licensee shall recognize and approve all acts and transactions settled by the Licensee's representatives as a result of exchange of electronic documents, and shall assume all rights and duties, arising as a result of such actions and on such transaction, unless they are contradictory to the Licensee's interests.

2. Amount and order of payment of the License Fee, acceptance of the right of use of Software.

2.1. The amount of the License Fee shall be determined as per the tariff plan, (Appendix 1 to the Offer).

2.2. The License Fee shall be VAT-exempt on the basis of subparagraph 26 of paragraph 2 of article 149 of the Tax Code of the Russian Federation.

2.3. The Licensee shall pay the License Fee as per the tariff plan, (Appendix 1 to the Offer) in advance payment at the rate of 100% (one hundred percent) of the cost for the selected period. Payment shall be made latest on the first day of the payment period. If the first day of the payment period falls on a day off or a holiday, payment shall be made on the next working day.

2.4. It shall be deemed that payment under the present Agreement-Offer is made by the Licensee at the moment of money crediting to the Licensor's account.

2.5. The acceptance and delivery certificate of the rights of use of the Software (hereinafter referred to as the Certificate) shall be issued by the Licensor in 2 (two) copies simultaneously with provision of access to the Software. The Licensee shall return the signed copy of the Certificate or the reasoned refusal within 3 working days after receipt. Otherwise it shall be deemed that the rights were transferred on the date, indicated in the Licensor's Certificate.

3. Responsibility of the Parties

3.1. Under no circumstances the Licensor shall bear any responsibility in connection with fulfillment of obligations on the offer for:

a) any indirect losses and/or lost profit of the Licensee and/or the third persons irrespective of the fact, whether the Licensor could foresee possibility of such losses or not;

b) use/impossibility of use by the Licensee and/or third persons of any means and/or methods of transfer/receipt of information and other functions, provided by the site. In any case the Licensor's responsibility shall be limited to the amount of the License Fee, paid by the Licensee for the period, in which the Licensee's claims to the Licensor arose.

3.2. The Parties shall be released from responsibility for partial or complete non-fulfillment of obligations under the present Agreement, if this non-fulfillment was due to the circumstances of

insuperable force, which emerged after conclusion of the Agreement, or if non-fulfillment of obligations under the Agreement by the Parties results from the events of extraordinary event, which could be neither foreseen, not reasonably prevented by the Parties.

3.3. The Licensee (the Licensee's representative) shall be liable to the full extent for a) compliance with all requirements of the legislation, including legislation on advertisement, on intellectual property, on competition, but not limited thereto, in respect of content and form of information and materials, transferred, using the Licensor's Software, other acts performed by it; b) reliability of information, indicated by it upon registration.

3.4. Taking into account the terms and conditions of the Offer, the Licensee shall resolve disputes and settle claims of the third persons in respect of information and materials, transferred using the site, with its efforts and at its expense, or reimburse for the losses (including judicial expenses), inflicted to the Licensor in connection with claims and suits, lodged on the ground of placement (transfer) of indicated information and materials. In case if content, form and / or placement of information materials of the licensee became the ground for presentation of orders for payment of penal sanctions to the Licensor by the state authorities, upon the Licensor's request the Licensee shall provide the requested information to it, concerning placement and content of information and materials, assist the Licensor in settlement of orders, as well reimburse for the losses (including expenses on payment of fines), inflicted to the Licensor due to presentation of orders to it as a result of placement of the licensee's information and materials.

4. Confidential information and personal data

4.1. The Parties herewith confirm that Licensee's documents and information, provided (presented) in accordance with ETP Regulation upon submission of an application for registration, upon introduction of amendments in these documents and information are not confidential information or information, making commercial secret.

4.2. The Licensee confirms herewith that:

4.2.1. The Licensee took all required actions to ensure observation of rights of the persons, whose personal data are contained in the documents and information, provided (presented) in accordance with ETP Regulation upon submission of an application for accreditation, upon introduction of amendments in these documents and information: informed the indicated persons of processing of their person data, of goals and grounds for data processing, as well as of expected data users and got their consent for such processing; provided information on the Licensor as an operator, processing their personal data, to the indicated persons;

4.2.2. The Licensee is entitled to transfer personal data to the Licensor for the purpose of processing of such data by the Licensor. The Licensee shall reimburse the Licensor for the losses in the form of real damage, if it is proved and established by the court that the Licensee was not entitled to transfer personal data.

5. Other terms and conditions

5.1. All unsettled disputes on this Offer are subject to consideration in accordance with the order, provided for by the applicable legislation of the Russian Federation.

5.2. Any notices under the Agreement can be sent by one Party to the other Party:

- 1) By e-mail;
- 2) By mail with delivery notification or by courier service with delivery confirmation.

5.3. The Parties shall recognized legal effect of documents, signed and sent in the form of scanned copies by e-mail in accordance with p. 5.2. of the present Offer.

6. Details

Licenser:

TRANSTRADE LIMITED LIABILITY COMPANY

Location: 123100, Moscow, Presnenskaya embankment, house 12, floor 45, office 40

Telephone: +7 (495) 797-06-52, 8 (800) 700-68-81

TIN/TRRC 7703437862 / 770301001, PSRN 5177746254582

Settlement account 40702810403000056586

Correspondent account 30101810700000000803

Bank: Public Joint Stock Company "Promsvyazbank"

General Director

/Fogilev M.Y./

Appendix 1 to License Agreement – Offer dated January 22, 2018

TARIFF PLANS

1. “User” - free of charge (granting of the right of use of the Software to pass registration procedure as per the Regulation)
2. “Customer” - free of charge (granting of the right of use of the Software for execution of actions on organization and holding of trading and procurement procedures as per the Regulation)
3. “Supplier” - as per the tariff plan (for granting of the right of use of the Software for execution of actions on participation in trading and procurement procedures as per the Regulation), VAT-exempt on the basis of subparagraph 26 of paragraph 2 of article 149 of the Tax Code of the Russian Federation:

“Priority Package” tariff	Cost USD
“3 months”	300.00
“12 months”	1,000.00