CONTRACT ABOUT GRANTING SERVICES
BY PROVIDING ACCESS TO THE SOFTWARE PRODUCT (PUBLIC OFFER)

City Kharkiv   November 14, 2015

CONSULTING COMPANY "TORUS" IN FORM SOCIETIES WITH LIMITED RESPONSIBILITY, hereinafter referred to *"Executive"* , represented by director Shatillo Vyacheslav Viktorovych, who acts on the basis of the Charter, on the one hand, and physical or legal face, named in in the future *"Customer"* , with on the other hand together named *parties* , concluded real Contract about the following:

§ 1. TERMS AND DEFINITION

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

1.2. " **Executive** " is a legal entity - Consulting Company "TOR" in the form of a Limited Liability Company, which concluded this Agreement with the Customer. Detailed information about the Contractor can be found at the following link:
http://finance-controlling.net/#contacts

1.3. " **Customer** " is a legal entity or individual who concluded this Agreement with the Contractor.

1.4. " **Program " is a "** Finance-Controlling " computer program that allows you to predict future results of economic activity and manage the solvency of enterprises and their divisions using mathematical methods and computational forms based on systematically accumulated and generalized information.

1.5. **SaaS version** - the version of the Program, which is provided without downloading the distribution by the Customer.

1.6. " **Software product** " - the Program and Additional modules placed on the Internet site, access to which is provided under the terms of this Agreement.

1.7. "**Internet site**" - sites with the domain name www.finance-controlling.com.ua, www.finance-controlling.com.ru, www.finance-controlling.net , through which the Customer is granted access to the Program by creating a Personal Account.

1.8. "**Personal account**" is a virtual tool for the Customer's personal self-service, located on the Internet site.

1.9. "**Registration**" - filling in the Registration form located on the Internet site by the Customer, by specifying the necessary information and choosing a Login and Password.

1.10." **Registration form**" - a form located on the Internet site, which the Customer must fill out in order to register on the Internet site.

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

1.12. " **Reward** " - payment by granting services access to program on tariff
"Standard" on prices specified on link: http://www.finance-controlling.net/# review

1.13. " **Additional payment** " - payment for the provision of access services to the Additional modules of the Program at the "Optimal" and "Maximum" tariffs at the prices specified at the link: http://www.finance-controlling.net/#rewiev

1.14. " **Additional modules** " - additional functionality of the Program, provided for Additional payment. Types and functional characteristics of Additional modules are available on the website in the "Tariffs" section at the link: http://www.finance-controlling.net/#rewiev

1.15. " **Demo version of the Program** " is 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 of the Customer and his staff to work with the Program on abstract numbers and data, and

(b) the Customer's decision to acquire the rights to use the full version of the Program.

1.16. " **Test access** " means access to the demo version of the Program within 45 calendar days from the moment of the Customer's registration on the Internet site 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 to realize the goals of the Program.

1.17. " **Accounting period** " - the period of access to the Program, equal to one calendar month, after which the Customer undertakes to make payment in the amount provided for in the Agreement.

1.18. " **Legislation** " - valid legislation of Ukraine.

§ 2. GENERAL POSITION

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

2.2. Acceptance is the introduction 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 himself with the entire content of this Agreement.

2.2.2. The Customer understands all the terms of the Agreement, and he requires additional clarification of certain provisions of the Agreement.

2.2.3. The customer agrees to all terms of the Agreement without any limitation, exclusion, counter condition or offer.

2.2.4. The fact of 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 Contractor unilaterally without notice to the Customer.

§ 3. SUBJECT AGREEMENT

3.1. The Contractor undertakes to provide the Customer with access services to the Program and Additional Modules within the limits stipulated by this Agreement, and the Customer undertakes to pay for these services in accordance with the procedure stipulated by this Agreement.

3.2. by given Agreement To the customer is provided access exclusively to the Saas version of the Program and Additional modules, which does not provide for the possibility of downloading Applications and their use in offline mode, ie. out of work on the Internet site.

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

§ 4. RIGHTS AND DUTIES PARTIES

4.1. **Customer has right:**

4.1.1. To test Demo version Programs in current term actions Test access Testing of the Demo version of the Program includes:

(a) receiving online consultations, the purpose of which is to teach the Customer how to use the Program;

(b) training by the Customer's employees or the Customer himself to work with the Program for the development of abstract plans and/or forecasts of business or economic activity, cash flow management and payments one or the other abstract business model during the term of Test access;

4.1.2. To use the Program during the Accounting period in case of making a Reward.

Using Programs includes in himself:

(a) use of the Program by the Customer's employees or by the Customer himself directly for the development of plans and/or forecasts of the Customer's business or economic activity during the Accounting Period;

(b) use of the Program by the Customer's employees or the Customer himself directly to manage cash flows and solvency of his business;

(in) providing _ employees The customer remote access to for work in program;

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

4.1.3. Get access to Additional modules and use them in case of making an Additional payment.

4.1.4. Make and submit to the Contractor requests and applications for obtaining information necessary for the use of the Program or Additional modules, in the manner provided for in this Agreement

4.1.5. To draw up and present To the executor requests and applications on correction technical and x and other errors (failures) detected when using the Program or Additional modules, in accordance with this Agreement.

4.2. **Customer obliged:**

4.2.1. Carry out using Programs and Additional modules only in marginal rights and in the ways provided for in clauses 4.1.1-4.1.3 of the Agreement;

4.2.2. Carry out payment on Agreement in in accordance with conditions real Contract.

4.2.3. Provide compliance regime informative security at work with the Program, including:

- use stable to breaking passwords;

- to provide preservation and intentification ones data for entrance in Personal office in strict secrecy;

- provide authentication data to a strictly limited number of employees and ensure non-disclosure of those specified by these employees;

4.2.4. Follow recommendations Executor on questions settings equipment and integration software.

4.3. **Customer not in the exercise:**

4.3.1. to download the program with Internet site and/or use her in autonomous regime;

4.3.2. Modify, rework or otherwise make changes to the Program;

4.3.3. Make equipment and/or other distribution of the Program and/or its parts and/or Additional modules, including, but not exclusively, on the Internet (including on social networks, open and closed networks);

4.3.4. 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. **Performer obliged:**

4.4.1. Provide the Customer with access to the use of the Demo version of the Program by registering him on the site with the assignment of a unique name to the Login (login) and Password (password) for entering the Program with the creation of a separate Personal account.

4.4.2. Ensure the storage and non-disclosure of data received from the Customer as a result of his Registration and use of the Demo version of the Program, the Program or Additional modules.

4.4.3. Within 3 (three) working days from the moment of receiving the Reward, provide the Customer with access to the use of the Program. If the Customer makes an Additional payment, the Contractor shall also provide the Customer with access to the Additional Modules within 3 (three) working days from the moment of its receipt.

4.4.4. Provide access to the Program and Additional Modules (in case of making an Additional payment) every day and around the clock, with the exception of the time of preventive measures and technical work, which is no more than 24 hours per month.

4.4.5. Provide information on issues related to working with the Program and Additional Modules (in case of making an Additional payment) by e-mail, online chat and phone. Current e-mail addresses, phone numbers and other means of communication can be found at the link: http://finance-controlling.net/#contacts

4.4.6. Provide information on updates to the current version of the Program and those released during the term of this Agreement by placing it in public access on the Internet site;

4.4.7. If it is technically possible to eliminate possible malfunctions in the work of the Program caused by the Contractor's fault, based on the Customer's application, which may be sent to the mail: support@finance-controlling.net, except in cases of violation by the Customer of the Rules for the use of the Program, set out in the content of the Program.

4.5. **Performer has right:**

4.5.1. Stop the Customer's access to the Program and/or Additional modules until the Reward and/or Additional payment is received.

4.5.2. Issue new releases and versions of the Program and Additional modules, determine the terms of their provision to the Customer, the terms of their payment, technical support and support.

4.5.3. To attract for granting services on the real one Agreement the third persons

4.5.4. Unilaterally make changes to this Agreement by issuing new editions, notifying the Customer on the Internet site . The parties agreed that the changes made to this contract unilaterally, leaving from the provisions of Part 1 of Art. 651 of the Civil Code of Ukraine, should not agree with by the Customer and become effective automatically from the moment of posting information about them by the Contractor at the link: http://app.finance-controlling.net/login#registration

§ 5. CONCLUSION AGREEMENT AND BEGINNING ACTIONS OF THE TEST ACCESS

5.1. The customer registers on the website. After registration on the Internet site, the Customer's Personal account is created, and the Customer receives an SMS message from the Contractor to the mobile phone number specified by him during registration.

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

5.2. From the moment of entering the code specified in the SMS message, the Agreement is considered concluded. From this moment, the validity period of the Test Access begins.

5.3. Within two calendar days from the moment the Customer enters the alphanumeric code indicated in the SMS message, the Contractor sends to the Customer's e-mail address an electronic document confirming the conclusion of the Contract, a copy of the Contract in the form of a protected PDF document, information about the Contractor, the procedure for handling claims .

§ 6. RECEIVING ACCESS TO PROGRAMS AND/OR TO ADDITIONAL H MODULE IV

6.1. The Contractor provides the Customer with access to the Program and/or Additional modules during the Accounting period in the event that the Customer receives an application made in accordance with clause 6.2. below, as well as rewards and/or additional payments 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 or the previous Accounting period.

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

When submitting an application, the Customer is sent an invoice indicating the cost of access to the Program and/or Additional modules during the Accounting Period. If the Customer receives a payment on the specified account, an SMS message is sent to him with an alphanumeric code, which the Customer must enter to confirm his order in the corresponding field in the Personal Account. At the same time, entering the specified code in the corresponding field on the Internet site is a one-time identifier of the Customer and is equivalent to the signing of the application by the Customer.

6.3. If Customer carried out All actions on design applications, provided for p.
6.2. of the Agreement, it is considered that he is trained to use the Program online, has familiarized himself with all the functional characteristics of the Program and/or Additional Modules and has no complaints about the quality of the services provided to him during the Test Access period or the previous Account Period.

6.4. If the Customer pays the Fee, the Contractor grants the Customer access to the Program for the period of validity of the paid Accounting period. The beginning of the next Accounting period is calculated from the date of receipt of payment to the Contractor's current account from the Customer in accordance with the terms of this Agreement, but not before the end of the previous paid period.

6.5. In case of Additional payment, the Contractor provides the Customer with access to Additional modules for the period of validity of the paid Accounting period. The beginning of the next accounting period is calculated from the date of receipt of the specified payment to the Contractor's account from the Customer in accordance with the terms of this Agreement, but not before the end of the previous paid period.

6.6. The Customer has the right to refuse access to the Program and/or Additional modules for the next Accounting period. Refusal means failure to submit an application and make a payment in accordance with the procedure specified in clause 6.2., before the end of the 45-day period from the moment of the Customer's registration on the Internet site or before the end of the previously paid Accounting period.

§ 7. PRICE AND ORDER CALCULATIONS

7.1. Remuneration, and also Additional payment on the real one Agreement are contained in the "Tariffs" section of the website.

7.2. Payment of the Remuneration and/or Additional payment under this Agreement is carried out in the order of 100% prepayment of access services to the Program and/or Additional modules simultaneously with the application for such access in accordance with the procedure established in Clause 6.2. Agreement.

7.3. Payment of the Fee and/or Additional payment for access to the Program and/or Additional Modules for the next Accounting Period is an additional confirmation of the proper provision of services by the Contractor in the previous Accounting Period.

7.4. The contractor has the right to make changes to this Agreement regarding the determination of the cost services access to program and/or to Additional modules. At this for changes in the cost of services do not require the Customer's consent. The new conditions come into force from the moment they are posted at the link: http://app.finance-controlling.net/login#registration

7.5. All payments under this Agreement are made in non-cash form. 7.6. The moment of fulfillment of payment obligations by the Customer is the date of receipt

money funds, in full volume, on calculated Contractor's account .

7.7. currency calculations on the real one Agreement is national currency of Ukraine -

UAH.

7.8. IN case premature termination actions real Agreement on any

reasons sum introduced prepayment not subject to I will return To the customer.

7.9.Within 3 calendar days after receiving the Reward and/or Additional payment, the Contractor sends an electronic document (receipt) to the Customer's e-mail address confirming the receipt of the Reward and/or Additional payment.

7.10. Upon the Customer's application made by e-mail, the Contractor sends a paper receipt to the Customer's address. The application must contain information about the Customer's name (surname, if the customer is a natural person), his location (residential address, if the customer is a natural person).

§ 8. CONFIRMATION FACT GRANTING SERVICES ACCESS

8.1. Within five calendar days after the expiration of the Test Access or Accounting Period, the Contractor shall send by e-mail to the Customer an electronic document (Act of Services Provided), which indicates which services were provided to the Customer during the Test Access or Accounting Period.

8.2. If within 14 calendar days after sending the Act of services provided, the Contractor does not receive any claims or comments from the Customer, then the Act of services provided is considered duly issued manner, and services for accounting period is given in full.

8.3. Any claims or comments to the Act of services rendered shall be sent to the Contractor by mail in a registered letter with a description of the attachment. A new Act of services provided, taking into account the Customer's comments, is drawn up by the Parties on paper and signed in accordance with the procedure established by law.

The parties agreed that the refusal to sign the Act of provided services is considered groundless if the Customer, in substantiating the fact of improper provision of services, refers only to the fact that he is not satisfied with all or part of the functional characteristics of the Program and/or Additional modules, the quality of the Contractor's services, etc. It is summarized that the Customer has enough opportunities to familiarize himself with the functional characteristics of the Program and learn how to use it during the Test Access period.

8.4. Based on the Customer's application, which is made out by a letter of attachment with a description of the attachment, the Contractor sends to the Customer's address the Certificate of services provided on paper. The application must contain information about the name of the Customer (full name, if the customer is a natural person), his location (address residence, if customer physical face), code EDRPOU (if Customer of a legal entity). Notarized and apostilled (for non-residents of Ukraine) documents confirming the information specified in this point must be attached to the application.

The contractor within 10 calendar days after receiving the application, but not before the end term actions Test access or accounting period, directs To the customer a valuable letter with a description of the attachment of 2 (two) copies of the Act on the provision of services signed by the executor. The Customer is obliged to sign and send to the Contractor one copy of the Act on the provision of services by registered

letter with a description of the attachment within 5 calendar days from the moment of receipt of the Acts.

§ 9. TECHNICAL AND CONSULTING SUPPORT

9.1. In case of errors in the operation of the Program, the Customer sends a letter to the Executor at support@finance-controlling.net. The Contractor sends a response to the Customer about acceptance of his application, after which work begins to eliminate the specified shortcomings. The term and procedure for elimination is determined by the Contractor independently, depending on the technical possibility.

9.2. Clause 9.1. of this Agreement do not apply in case of non-compliance by the Customer with the rules of operation of the Program recommended by the Contractor or the Contractor's recommendations regarding the use of software, etc.

§ 10. FORCE MAJEURE

10.1. In the event of force majeure circumstances, which include natural disasters, accidents, fires, mass riots, strikes, military operations, anti-terrorist operations, terrorist attacks, illegal actions of third parties, the entry into force of legislative acts, government decrees and orders of state bodies are directly or indirectly prohibited the types of activities specified in this Agreement that prevent the parties from performing their functions under this Agreement and other circumstances that do not depend on the will of the Parties, they are released from responsibility for non-performance taken on himself obligations if in current 10 (ten) days with upon the occurrence of such circumstances and in the presence of communication, the Party affected by their influence will notify the other Party of what has happened, and will also make every effort to eliminate the consequences of force majeure as soon as possible.

10.2. The party that suffered losses in connection with force majeure circumstances may demand from the party that became the object of force majeure, documentary confirmation of the scale of the events that took place, as well as their impact.

§ 11. RESPONSIBILITY PARTIES

11.1. The Parties are responsible for non-fulfillment or improper fulfillment of obligations under this Agreement in accordance with the current legislation of Ukraine.

11.2. The customer operates the Program and/or Additional modules at his own risk. The Customer acknowledges that the effectiveness of the use of the Software product depends, among other things, on the level of qualification of the Customer and his employees, the completeness and objectivity of the actual data used, as well as other circumstances and actions beyond the control of the Contractor. In this regard, the Executor does not bear responsibility by possible underachievement desired The customer specific the practical purpose of using the software product.

11.3. The customer agrees that the software is not error-free.

11.4. Performer not carries responsibility:

- for any actions of the Customer related to the use of the granted rights to use the Program, or resulting from the use of the Program;

- for damage of any kind suffered by the Customer due to the loss and/or disclosure of his data necessary for accessing 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 who are not involved by the Contractor.

11.5. The Customer agrees that in order to work with the Program, he needs to use software (web browsers, operating systems, etc.) and equipment (personal computers, network equipment, etc.) produced and provided by them .

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

11.7. If it is technically possible , the Contractor provides data backup once every 1 (month) month and archival storage of the Customer's data during the entire term of the Agreement .

11.8. If the loss of data occurred due to the Contractor's fault, he takes all necessary measures to restore data within 3 working days, if it is technically possible.

11.9. If the loss of data was caused by the Customer's actions, data recovery is carried out upon request to the Contractor. Data recovery is carried out only if it is technically possible.

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

12.1. Contract is considered a prisoner with the moment specified in p. 2.2. Agreement.

12.2. The validity period of this Agreement is the Test period, as well as the paid Accounting periods, if the Customer files an application for access to the Program and/or Additional modules in accordance with the procedure established in clause 6.2.

12.3. The Contractor has the right to cancel the Contract early if the Customer violates any obligation or prohibition established in Clause 4.2. and/or 4.3.

12.4. The parties have agreed that electronic documents sent by e-mail in the cases provided for by this Agreement and the current legislation of Ukraine (receipts, acts, etc.) have legal force and evidence. The legal force of an electronic document cannot be challenged only on the basis that it has electronic form. The parties undertake to maintain the confidentiality of passwords providing access to e-mail.

12.5. The parties acknowledge 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. In the event that disagreements and disputes cannot be resolved through negotiations, the dispute is subject to consideration in the courts of Ukraine in accordance with the existing rules for determining jurisdiction and territorial jurisdiction.

§ 13. PERSONAL DATA

13.1. The Contractor receives the Customer's consent to 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 is offered promotions and special offers against him for the entire accounting period.

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

13.3.   Access to personal data is granted to persons who directly process the Customer's personal data.

13.4. The Contractor undertakes: to observe the confidentiality of the Customer's personal data; prevent unauthorized use of the Customer's personal data by third parties.