Attachment № 1
to the Commercial Agreement
for providing information services

GENERAL TERMS AND CONDITIONS OF SERVICES

1.TERMS AND DEFINITIONS

1.1. *Account Details* is the set of technical data attributes on the Customer which is obligatory to be stored by the Contractor and is used for Service rendering.

1.2. *Agreement* is the contract between the Customer and the Contractor for services rendering and/or software license provision.

1.3. *Authentication Data* is a set of non-personal data fields collected from Customer's web-recourse and/or provided directly by the Customer including technical information about the device by which the User made the transition to the web site through the Internet; information about the User's actions on the web site and some other data attributes defined within the technical format.

1.4. *Customer E-Mail Address (Customer E-Mail, E-Mail)* is the email address, or the number of email addresses specified in the Agreement for respective information and notification purposes.

1.5. *Data Policy* is the public document, owned and managed by the Contractor, and describing the Contractors' policy in respect of personal and user data processing. The most recent version of the mentioned document is available at https://jcsc.tech/en/privacy.

1.6. *Effective Date* is the date of Agreement signing by the Parties designated in the Agreement.

1.7. *Minimum Validity Period* is a period of 6 (six) month starting from the first Reporting Period, unless otherwise indicated in the Agreement.

1.8. *Personal Account* is a functionality within the secured part of the Services which is created for the Customer by the Contractor and allows receiving various technical information, statistics, and monitoring requests processing.

1.9. *Product (or Web-Resource)* is a web-resource and/or mobile application of the Customer or the Customer's affiliates which is the subject of the Services, and which is used by Users to fulfill applications for financial products or other types of non-financial products and services.

1.10. ***Regular Maintenance (Technical) Works*** is a set of mandatory actions that the Contractor periodically runs during the term of the Agreement.

1.11. ***Reporting Period*** is a one calendar month period of Service rendering. The first Reporting Period shall be considered as the period from the date when the Contractor received the working (operation) Request until the last day of the first Reporting period, and the last Reporting period is the period from the beginning of the last month of service rendering / software license provision till the expiry date or termination of the Agreement.

1.12. ***Request (or Enquiry)*** is the set of Authentication data defined within the technical format that the Customer sends to the Contractor using Account details.

1.13. ***Request Response*** is a set of the resulting information provided within the technical format as the result of Authentication data processing. Request Response includes the number of device identifiers, score and vector of output attributes within the technical format. The set of data included in the Request Response depends on the package of Services rendering chosen by the Customer and specified in the Agreement.

1.14. ***Script (Data Collecting Script, JavaScript, SDK)*** is a reserved program code; this code is a mandatory component of the Services and is installed into Customer's infrastructure for Service rendering.

1.15. ***Services*** are the information services rendered within the format described in the Technical Documentation and used to assess and evaluate credit risk, fraud risk or other type of risk on the applications for products based on device and virtual user behavior analysis; the data processed within the Services does NOT contain any types of direct consumer identifiers which may lead to unambiguous physical person identification. Services rendering includes the following stages: receiving Requests from the Customer, Requests processing and analysis, building Request Response and its provision to the Customer.

1.16. ***System (or Technological System)*** is a set of infrastructure components, server equipment, hardware and software tools ensuring Services provision for the Customer.

1.17. ***System Failure (or System Malfunctioning)*** is a set of circumstances that led to the failure of the System or to System Malfunctioning for more than 120 minutes, whereby the Contractor cannot provide the Customer with the Service or ensure the Properly Functioning of the System.

1.18. ***System Properly Functioning (or Properly Functioning):*** the System and corresponding services are considering properly functioning and properly provided if response time to the Request is not exceeding 30 seconds for 99% of Requests for any consecutive 720 hours

with at least 1000 consecutive Requests.

1.19. *Technical Documentation* is the package of electronic documents which contain technical requirements for Parties infrastructure and software, service description, technical formats, input and output data vectors and other information needed for Services rendering.

1.20. *User (or Virtual User)* is an individual who intends to conclude an agreement for a loan, insurance policy or other type of financial or non-financial product or services with the Customer through the web-site or mobile application and whose Authentication data, if necessary, the Customer transfers to the Contractor for the provision of services according to the Contract terms.

2.SERVICES RENDERING

2.1. Products

2.1.1.   The General Terms and Conditions are applicable for all Products listed in the respective section of the Agreement.

2.2.   Requests

2.2.1.   The Contractor creates Account Details for the Customer within 5 (five) business days after the Agreement is signed.

2.2.2. The Customer sends Requests using Account Details.

2.2.3. The Customer hereby requests the Contractor, and the Contractor undertakes to provide security of Personal Account and access to it using Contractor's products without additional payment.

2.3.   Data processing

2.3.1. The Contractor shall process all User Data in accordance with Data Policy requirements and for the purpose of data processing directly defined by the Customer in the Agreement. The Contractor is obliged not to request, store or process any direct identifiers (sole or in any combination) which are sufficient for unambiguous and explicit consumer identification such as full name, date of birth, passport or any other ID documents, full registration, employment or residential address, full contact data attributes, including cell phone number or fixed line number, emails, etc. The Customer is obliged not to report any direct identifiers (sole or in any combination) which are sufficient for unambiguous and explicit consumer identification within the Services rendering.

2.4.   Parties' responsibilities

2.4.1. The Customer is responsible for:

(a)   Informing the visitors of their Web-Resources and/or mobile application users about sessions which had been provided by the Contractor and were installed on the Customer's Web-Resource and/or mobile application; sessions provided by the Contractor are recommended for inclusion into essential cookies category. The recommended way of informing may be extracted from the Data Policy. The Customer shall obtain appropriate and sufficient User consent in a manner stipulated by applicable legislation to collect, process and transfer User Data to the Contractor for the purpose of data processing defined by the Customer and sufficient for the Agreement performance. The description of User Data to be collected is stipulated in the Data Policy.

(b)   Using sessions and output data provided by the Contractor for the purposes of data processing specified by the Customer in the Agreement.

(c)   Not-using sessions and output data provided by the Contractor for targeted advertising or active marketing purposes or any other soliciting activities which are outside of the scope of the purposes stated by the Customer in the Agreement.

(d)   Inform about System or Script malfunctioning within 24 hours after the issue was identified.

(e)   Operate in compliance with personal data regulations and legislation.

2.4.2. The Contractor is responsible for:

(a)   Rendering Services in a timely and full manner;

(b)   Providing technical support and System maintenance as per Service Level Agreement (Appendix 2 to the General Terms and Conditions). The Contractor provides the Customer with the Services according to the version of Technical Documentation in force as of the Agreement execution date. The Customer acknowledges and agrees that the Contractor, as part of the improvement of the Services rendering, regularly releases updated versions of the Technical Documentation, therefore technical support of each version is provided for 3 (three) years from the date of release stated in Technical Documentation;

(c)   Respecting data confidentiality and taking sufficient measures for data protection.

3. COST CALCULATION

3.1. The total cost of the Services under the Agreement is made up of the cost of the Services agreed by the Parties in the Agreement. This total cost is equal to the net cost of Services and excludes various taxes applicable to the country where Services are physically rendered such as VAT, withholding tax, etc.

3.2. The calculation of the Services cost under the Agreement is explicitly described in the Section SERVICE COST CALCULATIONS of the Agreement.

3.3. The monthly fee shall be paid based on the scanned copy of the invoice sent to Customer's email. Invoices shall be issued in accordance with the requirements of the legislation of the Contractor's jurisdiction taking into account the Customer's local legislation requirements.

3.4. The monthly fee is charged for Services rendered within the Reporting Period. If the monthly fee amount is less that amount of the minimum monthly fee agreed by the Parties in the Agreement, then the minimum monthly fee shall be applied even in case there were no Requests within the Reporting Period. If during the first Reporting Period the first Response was sent to the Customer after the 10th day of the month of the first Reporting Period, then the minimum monthly fee shall not be charged for that Reporting Period.

3.5. Payment is conducted via fund transferring to Contractor's banking account not later than 10 (ten) banking days (in accordance with the Customer's legislation) after receiving the valid invoice unless other payment terms are directly stipulated in the Agreement. The Customer's obligations to pay for the Services rendered shall be considered performed after the funds are debited from the Customer's current account. Service payment date is the date when payment was settled on the Contractor's banking account. Payment commissions (bank fees) of the payer's bank and payer's bank correspondent bank shall be paid by the payer (bank commission details = "OUR").

3.6. The Parties independently bear all the costs incurred by each of them in connection with the performance of the Agreement.

3.7. The Parties agreed that only the Contractor's statistical data shall be used to calculate the cost of Services under the Agreement. The time zone for the purpose of calculation of the number of Requests within the Reporting Period is UTC+3. The Report will be available online at the Statistics tab in the Customer's Personal Account. The issuance of such Service Transfer and Acceptance Certificate (hereinafter – the "Certificate") is not required hereunder. The Report along with Certificate may be sent to the Customer if so agreed by

the Parties in the Agreement. The forms of the Report and Certificate are enclosed in Appendix 1 to the General Terms and Conditions.

3.8. The Contractor is entitled to change the amount of payment for the Services stated at the Effective Date, no more often than 01 (one) time and not more than for 25% per each calendar year with a notification of the Customer not later than 30 (thirty) calendar days before such a change. The notification shall be made either via the e-mail addresses specified in the Agreement or via direct mail sent to the respective address specified in the Agreement. This change shall be stipulated by the Parties in an addendum hereto. If the Customer declines such a change the Customer shall discontinue the use of Services and Parties shall sign a termination agreement to the Agreement not later than one business day after the changes effective date.

3.9. All payments made by the Customer to the Contractor hereunder shall be made free and clear of, and without deduction or withholding for, or on account of, any present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto now or hereafter imposed, levied, collected, withheld or assessed by any governmental authority in Customer's country(-is) of operation, excluding taxes imposed on the net income of the Contractor.

3.10. If the Customer is required by the local legislation to deduct or withhold any taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be increased to the extent necessary so that after making all required deductions, the Contractor receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Customer shall make such deductions and (iii) the Customer shall timely pay the full amount deducted or withheld to the relevant tax authority or other authority in accordance with applicable Law.

3.11. If the Contractor is required by the Customer's local tax legislation (other than the Contractor's tax legislation) to pay any taxes from or in respect of any sum payable hereunder the sum payable shall be increased to the extent necessary so that after paying all required taxes to Customer's local tax authorities, the Contractor has an amount equal to the sum it would have received had no such tax payments been required.

3.12. The Contractor is entitled to provide a Certificate of Tax Residency in Contractor's country of registration in accordance with the Double Tax Treaty signed with the country of the Customer's residence (if applicable) within 60 (sixty) calendar days upon the Customer's request.

4.SERVICE TRANSFER AND ACCEPTANCE

4.1.   The scanned copies of the invoice (with statistical report on the volume of Services rendered and the Certificate, if applicable) shall be sent to the Customer's email within 5 (five) business days after the end of Reporting Period.

4.2.   In case if the Certificate is applicable according to the Agreement provisions, it shall be signed by the Customer and provided to the Contractor not later than 10 (ten) business days from the date of its receipt. In case of a discrepancy between the data of the accounting systems of the Parties, the Customer has the right to submit a written reasonable refusal to sign the Certificate. In this event, the Parties undertake to perform a reconciliation and identify the reasons for the discrepancy in the data on the volume of Services rendered. The Customer is reasonably entitled not to sign the Certificate until discrepancies are eliminated by the Parties.

4.3.   In case the Contractor has not received a reasonable refusal to sign the Certificate within 10 (ten) business days after scanned copy of the Certificate was sent to Customer's email, the Services shall be considered rendered properly and accepted by the Customer, as evidenced by the unilaterally signed Certificate with a note that the Certificate was not signed in a timely manner by the Customer and a reasonable refusal was not provided.

5.CONFIDENTIALITY

5.1.   As used herein, "**Confidential information**" means all information disclosed by a Party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally, in writing, electronic or other intangible form, whether and however disclosed, that is designated as a "confidential', "proprietary", "trade secret" or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include, without limitation, Customer data, any information required to evaluate the assets of the Customer or the Contractor, trade secrets, Technical Documentation (including any information therein) which shall mean information that derives economic value from its use or disclosure under applicable law, and the data, information and documents provided pursuant to this Agreement.

5.2. However, the Confidential Information shall not include information that:

1) is known by or in the possession or control of the Receiving Party at the time of the disclosure by the Disclosing Party;

2) is or becomes publicly known, through no breach of this Agreement by the Receiving

Party;

3) is received by the Receiving Party from a third party with the right to disclose such information; or is independently developed by the Receiving Party without reference to Confidential Information.

4) the Contractor provides Services to the Customer without any commercial details on the terms of such Services.

5.3. The Parties hereby entitle each other to use each other's names, logos, trademarks and domain names (Product logos, trademarks and domain names) in their public speeches, marketing materials including website, presentations, portfolio. This right is provided free of charge, does not require additional notification and consent of the other Party, is valid without time and territory limitations, and does not entail any obligation of the Parties to use it. Each of the Parties undertakes not to use the specified right for individualization of own activity or rendered services.

The Customer guarantees the observance of the rights of the rightsholders of the domain names, trademarks, logos of the Products specified in the Agreement and/or placed on the web-resource of the Products. In case any claims or demands are made against the Contractor by the rightsholders of the domain names, trademarks, logos of the Products, indicated by the Customer and/or placed on the web-resource of the Product, as a result of their use by the Contractor in accordance with clause 5.3 of the General Terms and Conditions, the Customer undertakes to resolve such claims and demands independently, as well as to compensate the Contractor 's losses in full, in case of their occurrence.

In case of changes in the domain names, trademarks, logos of the Products, Customer and/or third party trademarks, logos placed by the Customer on the web-resource of the Products, as well as in case of change and/or termination of the grounds for their use, the Customer undertakes to send a written notice to the Contractor about this fact within 3 (three) working days from the moment of such change/termination.

5.4. The Receiving Party shall:

1) Use the same degree of care that it uses to protect the confidential information of its own confidential information of like kind (but not less than a reasonable degree of care).

2) Not use Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and

3) Except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates, employees, contractors, and agents who need such access for purposes consistent with this Agreement

and who have signed agreements with the Receiving Party containing protections no less stringent than those herein. Neither Party shall disclose the terms of this Agreement or any other agreement signed by the Parties to any third party, other than its affiliates and their legal counsel and accountants, without the other party's proper written consent.

5.5. In the event the Receiving Party is required by law, regulation or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall (unless prohibited by applicable law) notify the Disclosing Party in writing prior to making any such disclosure and assist the Disclosing Party in seeking a protective order or other appropriate remedy from the appropriate body. The Receiving Party further agrees that if no such protective order or other remedy is obtained, it shall furnish only that portion of Confidential Information that is legally required and shall use all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to Confidential Information.

5.6. The Receiving Party shall notify to the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any breach of this Agreement made by the Receiving Party or its affiliates and will cooperate with the Disclosing Party in every way to help the Disclosing Party regain possession of the Confidential Information and to prevent its further unauthorized use. If the Receiving Party disclosures or uses (or threatens to disclose or use) any Confidential information of the Disclosing Party in breach of the confidential protections hereunder, the Disclosing Party shall have the right in addition to any other remedies available to it to seek injunction to enjoin such acts.

5.7. Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the sole property of the Disclosing Party. Nothing in this Agreement shall be construed to convey to the Receiving Party any right, titles or interest or copyright in any Confidential Information, or any license to use, sell, exploit, copy or further develop any such Confidential Information. All Confidential Information that is in tangible forms shall be returned to the Disclosing Party promptly upon written request from the Disclosing Party and shall not thereafter be retained in any form by the Receiving Party. Information in computer software or held in electronic storage media forms shall be certified erased promptly upon written request from the Disclosing Party.

6. INTELLECTUAL PROPERTY

6.1. Neither Party shall receive any right, title or interest in or to any intellectual property rights owned by the other Party whether such rights exist at the time of entering into this Agreement

or are developed, created or acquired during the terms of this Agreement. The Parties or their licensors reserves all rights not expressly granted in this Agreement.

6.2. The Parties acknowledge and agree that all intellectual property rights, whether registered or unregistered and whether arising under the laws of their jurisdiction shall remain the exclusive property of the Party that owns or rightfully possesses such intellectual property rights.

6.3. Nothing in this General Terms and Conditions or in the Agreement shall provide the Customer any rights to Contractor's intellectual property other than the rights of limited use as directly stipulated in these General Terms and Conditions and in the Agreement. The Contractor processes data received around the world, which may at some period of time include the data received from the Customer. The Contractor may develop some new items of intellectual property or enhancements of existing intellectual property based on the results of such data processing (mostly as a result of machine learning). The Customer acknowledges that the Customer has no property rights or other rights or benefits in respect of such new items of intellectual property or enhancements of existing intellectual property. This clause supersedes any relevant stipulations of Customer's internal documents like Codes of Conduct, Vendor policies, Suppliers general obligations, etc. whether accepted by the Contractor or not.

7. LIABILITIES OF THE PARTIES

7.1. In the event of the Customer fails to meet the Services payment terms as provided for in this Agreement and/or addendums hereto, the Customer shall pay the Contractor, at his written request, a delay damages at the rate of 0.1% (zero-point one percent) of the unpaid invoice amount, per each calendar day of delay with a cap of 30% of total invoice amount. The Customer shall pay such delay damages within 15 (fifteen) business days from the date of receipt of the corresponding request to Customer's email.

7.2. The Contractor's liabilities related to Services provision are explicitly described in the Appendix 2 to the General Terms and Conditions.

7.3. Contractor is entitled to suspend or discontinue the Services by sending notification to Customer's email in the following cases and terms:

(a)   For the period of scheduled/repair arrangements in relation to the software and hardware used by the Contractor when providing the Services (scheduled/repair works – regular maintenance of the technical condition of IT equipment and software, which do not

decrease the level of service availability as per Appendix 2 to the General Terms and Conditions). The Contractor shall promptly notify the Customer on the date and terms of the relevant activities and suspension term by sending a notice to the email addresses specified in the Agreement, no later than 5 (five) business days prior to the commencement of activities.

(b)   Suspend provision of the Services under the Agreement in the event there are software and technical problems in the operation of the software used for the purposes of this Agreement. The Contractor shall notify the Customer at the email addresses specified in the Agreement not later than 24 (twenty-four) hours after such suspension occurred and take all reasonable measures to resolve the issue causing suspension.

(c)   Customer's delay to pay for the Services under this Agreement for more than 15 (fifteen) business days beyond the Services payment due date stated in the Agreement; the Contractor notifies the Customer 10 (ten) business days prior to the Services suspension.

(d)   Inappropriate use of data received within the Services which are not in the scope of the purposes stated by the Customer in the Agreement; the Contractor is entitled to discontinue the Services with 1 (one) calendar day notification.

(e)   Multiple inconsistencies in User data provision and mismatches to data formats, insufficient or incorrect data sent within Requests which are not fixed by the Customer within 15 (fifteen) consecutive days; the Contractor is entitled to suspend the Services with 7 (seven) calendar days notification.

(f)   Due to court or regulator's decision Customer's licenses and/or allowance for business operations and financial products provision were revoked; the Contractor is entitled to discontinue the Services with 5 (five) calendar day notification.

(g)   The Customer has not sent any Requests for the Services within last 60 (sixty) calendar days; the Contractor is entitled to suspend or discontinue the Services with 5 (five) calendar day notification.

7.4.   The Customer accepts and agrees that the provision of the Services under the Agreement is carried out using the Contractor's software, which operates on an "as is" basis, taking into account the terms of the Agreement and completeness of the data provided by the Customer.

7.5.   The Customer accepts and agrees that the provision of Services under the Agreement, namely the information provided to the Customer, is purely informational in nature and does not guarantee compliance with the Customer's objectives and expectations.

7.6.   The Contractor renders Services with the certain quality level as per the Appendix 2 of the General Terms and Conditions.

7.7.   The Contractor is not responsible for Customer's actions or inactions related to data, score and other results of Services received by the Customer while Services are being rendered. The Customer decides on their own how to use the results of Services and is fully responsible for any consequences of such use.

7.8.   Under no circumstances shall the Contractor be liable for the results of the use or ignoring by the Customer of information provided by the Contractor under the Agreement, and shall not compensate the Customer for any losses, direct or indirect, caused to the Customer as a result of using/ignoring the above-mentioned information.

7.9.   In the event of a lawsuit against a Party due to the fault of the other Party's performance of the Agreement, the imposition of penalties on the Party by the controlling and other authorities, as well as in the event of violation by the other Party of the warranties and obligations specified in this Agreement, the other Party undertakes to reimburse the suffering Party for any losses in full, including the legal costs and expenses incurred by the Party as a result of this, with the exception of lost profits.

7.10. The Contractor does not reimburse the Customer any losses which are subsequent to Customer's breach of obligations in respect of Clause 2.4 of these General Terms and Conditions.

7.11   Delay damages under the Agreement are not charged, and liability measures are not applied, if the Party's failure to fulfil its obligations under the Agreement is caused by a violation of obligations by the other Party.

7.12. The Parties have the right to agree upon other liability provisions in the Agreement.

7.13. Any claims for the payment of delay damages or compensation for damages shall be made in writing and signed by an authorized representative of the relevant Party, submitting the claim. Submission of claims for the payment of delay damages or compensation for damages for violating the terms of this Agreement is a right, but not an obligation of the Party having the right to submit such claims.

7.14. Neither Party shall be liable to the other Party under the Agreement for any indirect losses/ loss of profit.

8.FORCE-MAJEURE

8.1. The Parties shall not be liable for delays in performance or failure to perform obligations under this Agreement if delays or non-performance occurred as a result of force-majeure

circumstances that directly affected the performance of obligations by the Parties under this Agreement. "Force-Majeure Circumstances" includes floods, earthquakes, and other natural catastrophes, wars, military operations, states of emergency and martial law, civil war, statutory or other legislation restrictions of the authorities of the Customer's territory or the Contractor's territory, epidemic, pandemic, and any other similar events which the Parties could not reasonably have foreseen or prevented, which occurred after the date of signature of the Agreement by the Parties and prevents the Party from fulfilling its obligations under the Agreement.

8.2.   As soon as practicable after receiving information on the occurrence of any circumstances delaying the performance or otherwise impeding the implementation of this Agreement, the affected Party shall:

(a)   notify the other Party in writing by sending notification to the other's Party mailing address or email. Such notification shall be supported by certificate issued by state authority or authorized court confirming occurrence of Force-Majeure Circumstances;

(b)   notify the other Party as soon as practicable after the cessation or abatement of Force-Majeure Circumstances;

(c)   resume performance of its obligations under the Agreement as soon as possible after the end of the period of Force-Majeure Circumstances or after Force-Majeure Circumstances has abated to an extent which permits resumption of such performance.

8.3.   The Party prevented from, or delayed in performing its obligations under the Agreement by means of Force-Majeure Circumstances shall not be liable for any damage, including losses, or expenses related to the complaints or claims of third parties that may arise as a result of Force-Majeure Circumstances.

8.4.   If Force-Majeure Circumstances cause a significant breach or non-fulfillment of the obligations under this Agreement for more than 30 (thirty) consecutive calendar days, each Party shall have the right to terminate the Agreement after submitting to the other Party 10 (ten) business days prior written notification of its intention to terminate the Agreement and provide mutual settlements.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1.   Each of the Parties agrees to indemnify and keep the other Party and its directors, officers, employees, agents and its affiliates (including their directors, officers, employees and agents) fully indemnified at all times against any real documented loss, damage, fines, penalties, fees, damages, costs, amounts and expense (including without limitation

attorneys' fees) arising out of any obligations, claims, actions, suits, judgments, orders, litigations, enforcements and/or proceedings, incurred or sustained by the other Party in connection with and as a consequence of the faulty Party's: (i) breach of the terms of this Agreement; (ii) breach of its covenants, representations and warranties provided in the Agreement; (iii) unauthorized use of Intellectual Property Rights of the other Party or any third party; (v) fraud, theft, misconduct, negligence; (vi) any misrepresentation made hereunder. In no event the Party shall be liable for any indirect, consequential, punitive damages, loss of profit, reputation or goodwill incurred by the other Party.

9.2. The indemnification rights of the Parties under this Agreement will not be the exclusive remedy with respect to the claims to which such indemnification relates. The injured Party shall also be entitled to such other remedies available under applicable law for breach of contracts where time is of essence.

9.3. Notwithstanding anything stated in this Section 9 neither Party has a right to exclude or limit its liability for:

(i) disclosure of the Confidential Information in breach of the provisions of Section 5 herein;

(ii) infringement of intellectual property rights, including to any patent, copyright, trademark, trade secret, or other proprietary right of the other Party or any third party stated in Section 6 herein;

(iii) fraud or fraudulent misrepresentation.

9.4. The Contractor shall not be liable for the following events:

(a) Service is not available **due to reasons caused by the Customer or third parties**;

(b) Any direct or indirect losses and/or loss of profit caused by inter alia:

(i) Service malfunctioning but the Contractor cannot fix it immediately;

(ii) illegal actions of Internet users aimed at violating information security or the normal functioning of the Service;

(iii) absence (impossibility to establish, terminate, etc.) of an Internet connection between the Customer's server and the Contractor's server caused by the reasons outside Contractor's infrastructure;

(iv) holding by state and municipal bodies, as well as other organizations, of events within the framework of operational search measures;

(v) the establishment of state regulation (or regulation by other organizations) of the economic activities of commercial organizations on the Internet and / or the establishment

by these entities of one-time restrictions that impede or make impossible the execution of the Agreement;

(vi)   other cases related to the actions (inaction) of Internet users and / or other entities aimed at worsening the general situation with the use of the Internet and / or computer equipment that existed at the time of the conclusion of the Agreement.

(c)   Service availability decrease due to inter alia:

(i)   major and backbone communication channels unavailability or malfunctioning;

(ii)   data centers unavailability, malfunctioning or crash;

(iii)   intentional malicious acts of third parties;

(d)   Service response time increase due to inter alia:

(i)   failures caused by unintentional or intentional actions of third parties, repair or other technical work on the main communication channels;

(ii)   failures caused by unintentional or intentional actions of third parties, repair or other technical work in data centers;

(iii)   massive large-scale DDOS attacks;

(iv)   intentional malicious acts of third parties;

(v)   increase in the number of incoming requests for 1 (one) hour by 10 (ten) or more times compared to the average value of the same indicator for the last 30 (thirty) days.

(e)   Any direct or indirect losses and/or loss of profit caused by Customer's obligations violation such as inter alia:

(i)   violation caused as a result of technical intervention of the Customer in the code or software components of the Service;

(ii)   violation of the deadlines for correction of errors if the Customer untimely notified the Contractor of such errors.

10.   GOVERNING LAW AND DISPUTE RESOLUTION

10.1. The Agreement shall be governed by and interpreted under the laws of England and Wales to the exclusion of its conflict of law rules. Any disputes and disagreements arising in the course of execution of the Agreement shall be resolved by the Parties through negotiations.

In the event the Parties fail to reach an agreement on disputable issues, dispute, controversy or claim which may arise out of or in connection with the Agreement, or the entering into force, conclusion, alteration, execution, breach, termination or validity thereof, shall be referred to and finally resolved under the LCIA (London Court of International Arbitration) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The arbitral decision shall be final and binding upon the Parties and cannot be litigated by any of the Parties in any other court.

11.   VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

11.1.   The Agreement shall come into force upon signature by the Parties. It shall continue to be in force until terminated by mutual consent of the Parties or in accordance with the provisions of the Agreement.

11.2.   Each of the Parties shall be entitled to repudiate the Agreement unilaterally without judicial procedure, subject to prior written notification to the other Party in 10 (ten) business days prior to the expected date of termination of the Agreement. However, if the Customer cancels or repudiates the Agreement before the end of Minimum Validity Period, the Customer shall pay for the services for all the Reporting Periods within Minimum Validity Period.

11.3.   Any amendments and additions to the Agreement shall be made in writing and signed by both Parties except for the cases stated herein. The Contractor is entitled to unilaterally amend any provisions of these General Terms and Conditions, subject to prior written notice being sent to the Customer's email not later than 30 (thirty) calendar days prior to the expected effective date of such amendment. If the Customer does not agree with the new edition of the General Terms and Conditions, the Customer is entitled to unilaterally withdraw from the Agreement by sending a written notification to the Contractor's email within 30 (thirty) calendar days from the date of receipt of the notification on abovementioned amendment. In such a case, the provisions of these General Terms and Conditions regarding the Minimum Validity Period shall not apply. If the Customer does not send a notice of cancellation of the Agreement within the specified period, the Customer is deemed to agree upon the amended General Terms and Conditions, which come into force and form an integral part of the Agreement upon expiration of the specified period.

11.4. The Contractor is entitled to amend its Data Policy anytime whenever it is necessary. The Contractor shall notify the Customer of such amendment by a written notice being sent to the Customer's email not later than 30 (thirty) calendar days prior to the expected effective date of the Data Policy new revision. The new revision of the Data Policy becomes effective and binding for the Customer upon expiration of 30 (thirty) days period from the date of receipt of the notification.

11.5. The Agreement is made in English in two copies having equal legal force, one copy for each of the Parties and may be translated in any other language for convenience of the Customer. In such event the version of the Agreement made in the English language shall prevail and the Customer shall confirm that the version in the other language is compliant to the English version.

11.6. Any attachments and addendums to the Agreement constitute an integral part thereof after their signing by authorized representatives of the Parties.

11.7. The Parties acknowledge and agree that acts, invoices, notifications, messages and other documents signed by the authorized representative of the Party and transmitted in scanned form to the other Party by e-mail are legally valid until the exchange of the original documents.

12. NOTICES

12.1. Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:

a. delivered by hand or by pre-paid first-class post or other delivery service at the address given in the Agreement or as otherwise notified in writing to the other Party; or

b. sent by email to the addresses stated in the Agreement.

12.2. Unless proven otherwise, any notice shall be deemed to have been received:

a. if delivered by hand or express courier service, when delivered, provided that in each case where delivery 6:00 pm on a business day or on a day which is not a business day, service shall be deemed to occur at 9:00 am on the following business day,

b. if sent by email, the nest business day after the date of transmission.

13. ENTIRE AGREEMENT

13.1.   The Agreement together with its attachments, amendments, addenda and other documents that may be executed by the Parties during performance of the Agreement, constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter hereof.

13.2.   In case of any discrepancies between the General Terms and Conditions and the Agreement, the terms of this Agreement shall prevail if directly and implicitly stipulated in this Agreement.

14. REPRESENTATION AND WARRANTIES

14.1.   The Customer accepts and agrees that the provision of the Services under the Agreement is carried out using the Contractor's software, which operates on an "as is" basis, taking into account the terms of the Agreement and completeness of the data provided by the Customer. The Contractor makes no warranties or representations with respect to the Services fitness to a particular purpose.

14.2. Each Party hereby represents and warrants that:

(a) It is duly organized and existing in good standing under the laws of the jurisdiction in which it is organized and has the legal capacity to enter into the Agreement;

(b) It has, and shall at all times, during the term of this Agreement, maintain all licenses, consents, approvals, registrations and the like, as may be required under applicable laws, including but not limited to licenses and registrations required by any governmental authorities. The Party shall perform all obligations under this Agreement in compliance with applicable laws;

(c) It, along with its employees, directors, shareholders, permitted assignees and other authorized persons as a case may be, has the necessary experience, skill, knowledge and competence to perform its obligations under this Agreement;

(d) It shall not infringe the intellectual property rights of any third party in the performance of this Agreement;

(e) It will perform its obligations and fulfill its responsibilities under this Agreement in a manner that complies with all the applicable laws, and it shall at all times comply, at its cost, with all the applicable laws (including identifying and procuring required permits, certificates, approvals, licenses and inspections to perform its obligations under this Agreement and maintaining requisite records, filing reports etc.), and in respect of privacy and data protection laws, rules, and regulations that are applicable now or that may be applicable in the future subject to Customer's compliance with its obligations in respect of collecting appropriate users' consent for data processing and transfer as stipulated in this Agreement;

14.3. The Parties acknowledge that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is made by the other Party but not explicitly set out in this Agreement.

15. MISCELLANEOUS

15.1. Neither Party may assign this Agreement or any of the rights hereunder, including any payments due, to any other person or entity, including a successor-of-interest, whether by operation of law or otherwise, without the prior written consent of the other Party. Any such assignee of the Party shall be fully obligated to perform its contractual obligations in accordance with the terms and conditions of this Agreement.

15.2. To the extent permitted by, and subject to the mandatory requirements of applicable law, each and every right, power and remedy herein specifically given to any Party or otherwise in the Agreement shall be cumulative and shall be in addition to every other right, power and remedy now or hereafter existing at law or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often as may be deemed expedient by a Party, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any right, power or remedy.

15.3. A person who is not a Party to the Agreement shall not have any rights under the Agreement to enforce any term of the Agreement.

15.4. If any provision of the Agreement violates the law or is declared unlawful, invalid or

unenforceable by the court of competent jurisdiction or any other competent authority, the Parties agree that this provision will be removed from Agreement and no longer in effect. However, this will not affect the validity or enforceability of the remaining provisions of the Agreement, or the enforceability of the offending term in any other jurisdiction, nor will it affect other cases still in force under that provision.

15.5.   The Parties have expressly agreed if not otherwise stated in the Agreement to use the Simple Electronic Signature when signing the Agreement through the DocuSign System. The Parties hereby acknowledge rules for validation of electronic signatures and signer's authentication in accordance with the Terms of Service DocuSign, available at https://www.docusign.com/company/terms-and-conditions. The Parties acknowledge that the software and tools ensuring the functioning of the DocuSign System are sufficient to protect information and electronic documents from unauthorized access, modification and to verify the authenticity, authorship and integrity of electronic documents.

15.6.   The Parties undertake to inform each other of all cases of hacking or other unauthorized access to their e-mail. In the absence of such notification, the execution made by the Party taking into account the information available to it is recognized as appropriate.

SAMPLE

OF SERVICES TRANSFER AND ACCEPTANCE CERTIFICATE

AND REPORT ON THE VOLUME OF RENDERED SERVICES

===

Services Transfer and acceptance Certificate and Report on the volume of rendered Services

<Date>

CONTRACTOR NAME, hereinafter referred to as the "**Contractor**" represented by _____, acting on the basis of the_____, on the one side, and **CUSTOMER   COMPANY NAME,** hereinafter referred to as the **"Customer"**, represented by__, acting on the basis of_____, on   the   other   side, together referred to as the "Parties", certify that in the Reporting Period from " " to " "___20 :

1. Services in accordance with the terms of the Agreement on the provision of information services No.

20___/_ as of___ 20_, have been provided by the Contractor in the volume of:

Name and cost of Services, net of tax, <currency>	Number of information requests, units	tax amount, <currency>	Total amount, <currency>
Total cost of Services:			

2. The Services are provided in full and with the proper quality in a timely manner. The Customer has no claims.

3. In case of taxation system change tax may be imposed to the total Cost of Services.

4. From the moment of signing this Certificate, all obligations of the Contractor to the Customer for rendering Services in the Reporting Period shall be considered fulfilled.

5. This Certificate is made in two copies with equal legal force, one for each Party.

On behalf of the Customer:	On behalf of the Contractor:
_____ ____/_____/	_____ ____/_____/

SERVICE LEVEL AGREEMENT

==

1. Contractor undertakes to provide technical support and maintenance of the System. Technical support and maintenance of the System includes the following actions:

(a) Oral or written advice to the Customer on the use of the System by writing letters to e-mail help@juicyscore.com, via the Telegram messenger https://t.me/JuicyBee_Bot. Priority communication methods are all methods of communication, except calls to the mobile phone contact. Calls to the mobile phone to the contact person are allowed in situations that require immediate solution of the problem on the part of the Contractor, namely the Failure of the System. The Contractor provides helpdesk services via oral or written advice from 06:00 to 18:00 (12 hours and 7 days a week) in UTC time zone. The number of requests for oral or written advice provided by the Contractor is not limited. The response time to the question posed for consultation can range from 1 hour to 24 hours in the period from Monday to Friday. In case of contact details changes, Contractor shall inform Customer about those changes in written or electronic form in 10 business days before the changes;

(b) Maintenance of the System. Time of technical and maintenance works may not exceed 5 hours for each calendar month and result in System unavailability for more than 5 hours per calendar month of System operations. The Contractor ensures System functionality during 24 hours a day and 7 days per week during the term of the Agreement and the elimination of Failures in case of their occurrence;

(c) Diagnosis and elimination of System Failures;

(d) Elimination of System Failures and Malfunctioning. Each System Failure troubleshooting should not exceed 4 hours after the troubleshooting request was submitted by the Customer within the mentioned helpdesk service hours.

2.   Processing of Customer requests includes the following actions:

(a) Request processing by the Contractor of the data contained in the Customer's Request through the software provided by the Contractor. Response time to the request of the Customer should not exceed 30 (thirty) seconds for 99% of request for any 720 (seven hundred twenty) consecutive hours with at least 1 000 (one thousand) consecutive requests.

3.   Service Quality Requirements and fees:

(a)   If due to System Failure or Malfunctioning the total period of its inactivity was more than 7 hours 12 minutes for the calendar month, the Contractor shall pay a fine of 10 % of the cost of Services rendered in a given month. Every additional System Failure resulted in the service unavailability of more than 7 hours 12 minutes per month should increase the fine by 10%.

(b)   If due to Regular Maintenance Works the period of the System's unavailability is more than 5 hours for the calendar month of its operation, the Contractor shall pay a fine in the amount of 10% of the cost of Services rendered in the given month.

(c)   If incorrect data provided in the Requests exceed 10% of total Requests caused by the malfunction of data collection and/or provision of Requests to the Contractor's System on the Customer's side, the Contractor is entitled at its own discretion to request the Customer either to pay for such Requests as a part of Services rendered in a given month, or to pay a fine of 10 % of the cost of Services rendered in a given month. Submission of such request to the Customer is a right but not an obligation of the Contractor.

(d)   The total fine volume for the events mentioned in clauses 3a, 3b, 3c of the current section should not be exceeding 25% of the cost of Services rendered in a given calendar month.

(e)   The Parties may agree specific terms of Service Level Agreement by directly incorporating such specific terms in the Agreement.