

**PUBLIC OFFER
FOR THE CONCLUSION OF A SUBLICENCE AGREEMENT
ON GRANTING THE RIGHT OF USING GARPUN® AND GARPUN FEEDS SOFTWARE PROGRAMS**

Riga, Latvia

This public offer is a proposal of RealWeb Latvia SIA to any person to conclude a Sublicence Agreement on granting the right to use computer programs GARPUN® and GARPUN FEEDS (**hereinafter - the Agreement**) on the terms and conditions provided herewith.

The text of the Offer is available on https://static.garpun.com/legal/garpun_legal_en.pdf

PARTIES OF THE AGREEMENT

SUBLICENSOR: RealWeb Latvia SIA, located at Klijānu iela 21-3, Riga, Latvia, LV-1012, ph. +371 6 788-50-88, represented by Member of the Board Velta Mestere.

SUBLICENSEE: any

- (i) legally capable natural person or
- (ii) any legal person duly registered and operating under the laws of the country of its registration,

who accepts this Public Offer in accordance with the procedure stipulated in Clause 1.

Terms and Definitions

Garpun® Program – Garpun® computer program - the automated system intended for controlling advertising campaigns in the Internet information and communication network, automation of placing advertising materials on websites in the Internet, automation of accounting advertising expenses, monitoring the placement of advertising materials, collection, storage and analysis of statistics on advertising placed on any Platforms.

Garpun Feeds Program – META Feeds computer program, which is an applied software for receiving statistical data on the course of conducting advertising campaigns from advertising cabinets and loading the received data in the unified data repository - Google Big Query. In the systems of the Rightholder, META Feeds has the commercial name Garpun Feeds.

Software – Garpun® and Garpun Feeds programs when mentioned jointly.

Platform - Internet website or its section (a page) where the Advertising is placed.

Advertising (advertising material) - information distributed by any means and in any form addressed to an indefinite circle of persons and aimed at attracting attention to the object of advertising, shaping or supporting interest to it and its promotion on the market. **For the purpose of the Agreement**, Advertising is **Internet advertising**, information distributed in the Internet, addressed to an indefinite circle of persons and aimed at attracting attention to the object of advertising, shaping or supporting interest to it and its promotion on the market.

Advertising Campaign - a set of measures on placing Advertising on the Internet.

Generation of Advertising Campaigns - creation and/or updating of Advertising Campaigns with the help of the Software.

Cost of Automated Advertising Campaign (Cost of Advertising Campaign, Cost of AC, CAC) - the total amount of funds spent by the Advertiser to pay for the Advertising Campaign (inclusive VAT). The amount of Cost of AC is determined by the Program automatically based on data from the Platforms, is depicted in the respective section of the Program interface and serves as an indicator applied by the Parties for calculating the licence fee in accordance with the procedure stipulated by the Agreement.

Advertiser - a natural or legal person who places advertising materials on the Internet.

Reporting period - a calendar month.

User - Sublicensor - a natural person who has passed authorisation in the Programs.

Personal Cabinet - a separate section of the Website containing information about the Sublicensee, where the Sublicensee is provided means and methods for using the Software and where the Parties exchange legally meaningful information, including invoices and notifications.

Website – the Internet site located at www.garpun.com, where access devices to the Software are available and where usage of the Software is provided, including by control of settings in the Personal Cabinet.

Demo Period - a period intended for free usage of the Software by the Sublicensee within the framework of studying its capabilities.

1. Agreement Conclusion Procedure

2.

1.1 This Offer is public and is addressed to all interested parties.

The User accepts the terms and conditions of this Public Offer by pressing the button Register, when creating an account on the Website.

Authorisation on the Website is performed via the User's account in Google or Facebook as follows: the User, having chosen the authorisation via his Google or Facebook account, registers in the system and allows the Garpun application to receive the data for completing the User's registration in the system. Every new User, who passes the registration, receives the demo access for 7 (seven) calendar days.

1.2 The User, who intends to act on behalf of a legal person within the framework of this Agreement, upon expiry of the demo access shall complete the Application on accepting the offer (hereinafter – **the Application**) according to the form set in Annex 1 hereto, having confirmed the Application by the e-signature or signature of the authorised person of the Sublicensee and shall send it in a scanned form to the Sublicensor's e-mail sales@garpun.com. In the event the Sublicensee is a legal person registered under the laws of the Republic of Latvia and if the acceptance is not made by means of an e-signature, the Sublicensee shall also forward to the Sublicensor the Application of acceptance signed on its part, in a paper form, in two copies, to the address provided in the Agreement.

1.3 The Sublicensor, having received the Application on the offer acceptance, shall mark the Application as accepted, shall complete the Application with access data (the Sublicensee's login), shall sign it and shall forward the Application in a scanned form to the Sublicensee's e-mail provided in the Application.

1.4 The date of the Agreement conclusion with the legal person provided in the Application shall be the date of receipt of the Application put by the Sublicensor in the Application.

2. Subject of the Agreement

2.1. The Sublicensor shall provide the right of using the Software to the Sublicensee and the Sublicensee shall pay the respective licence fee to the Sublicensor in accordance with the procedure stipulated by the Agreement – the licence payment calculated according to the Tariffs set by Clauses 4.1.1 and 4.1.2.

2.2. The Sublicensor shall guarantee to the Sublicensee the availability of rights and authority to transfer the right of using the Program and the validity of such right throughout the entire validity period of the Agreement.

2.3. The Sublicensee may use the Program exclusively in the volume and in the way prescribed by the Agreement and defined by the Parties.

3. Capacity of the Licence and Ways of Using the Program

3.1. The right of using the Software shall be granted to the Sublicensee on conditions of a non-exclusive licence in the territory of the entire world for the entire validity period of the Agreement, on condition of timely payment of licence fees by the Sublicensee.

3.2. The Sublicensor shall transfer to the Sublicensee the right of using the Software by means of providing remote access to the Software with the use of the Sublicensee's login and password received by the Sublicensee at acceptance of the offer. The Application on the offer acceptance, received by the Sublicensee with the mark of the Sublicensor on the provided access, shall simultaneously constitute a report on the data transfer for access to the Software for the purpose of internal accounting by the Parties of the provided rights for the Software.

3.3. Registration of the User may be performed via the User's account in Google or Facebook as follows: the User, having chosen the authorisation via his Google or Facebook account, registers in the system and allows the Garpun application to receive the data for completing the User's registration in the system.

3.4. The Sublicensee shall ensure the receipt of consent from natural persons for presenting, collection, storage, processing and transfer of their personal data in conformity with the valid law of the European Union on data protection – GDPR (General Data Protection Regulation) adopted on 25 May 2018, as well as shall provide such persons with the right to withdraw their consent or refuse from processing their personal data.

4. Cost of Using the Software and Procedure of Payments

4.1. The Sublicensee shall pay licence fees to the Sublicensor for the right of using the Software in accordance with the Agreement on a monthly basis as per the selected tariff:

4.1.1. **Garpun**

	TARIFFS				
	Start	Standard	Pro	Extra	Business
Generation of campaigns for Yandex.Direct and Google Ads	-	up to 2,000 advertisements	up to 10,000 advertisements	up to 20,000 advertisements	No limit
Management of rates at Yandex.Direct	up to 500 advertisements	up to 2,500 advertisements	up to 15,000 advertisements	up to 25,000 advertisements	No limit
Ways of communication	Online consultant, tickets, e-mail	Online consultant, tickets, e-mail	Online consultant, tickets, e-mail	Online consultant, tickets, e-mail	Phone, online consultant, tickets, e-mail
Type of payment	Prepayment from a natural person	Prepayment from a natural person	Prepayment	Prepayment	Not later than within 5 workdays from the day of completion of the payable reporting period
Cost in RUB, monthly (VAT not taxable)	1000	2000	6000	10000	3% of the Cost of all Advertising Campaigns connected to the Program, but not less than RUB 15,000
Cost in USD	15	30	100	150	1% of the Cost of all Advertising Campaigns connected to the Program, but not less than USD 200
Cost in EUR	14	28	85	143	1% of the Cost of all Advertising Campaigns connected to the Program, but not less than EUR 190

4.1.2. **Garpun Feeds**

	Base Tariff
Cost in USD	80 USD / 10 data streamers
Cost in EUR	70 EUR / 10 data streamers

4.2. The Sublicensee shall choose the Tariff on its own on the Website by using its login and password.

4.3. Стороны соглашаются, что счета за отчётный период, созданные в электронной форме и направленные на адрес электронной почты Сублицензиата, указанный в Статье 8 Договора, считаются направленными в письменной форме и имеющих юридическую силу для целей настоящего Договора.

ENG: The Parties agree that invoices for the Reported period, prepared up electronically and sent to the Customer's e-mail address stated in the Article 8 of this Contract, are deemed sent in written form and valid for the purpose of this Agreement.

LV: Rēķinu par Atskaites periodu Sublicenziārs nosūta Sublicenziātam elektroniski. Rēķins, kurš sagatavots elektroniski un nosūtīts uz Līguma 8. punktā norādīto Pasūtītāja e-pasta adresi ir derīgs bez paraksta. Puses vienojas, ka saskaņā ar LR "Likumu par grāmatvedību", rēķinus Sublicenziārs sastāda elektroniski un tie ir derīgi bez paraksta.

4.4. The Sublicensee may change the applicable Tariff at any time on the Website by using its login and password. In such a case:

4.4.1. When the Tariff is changed, the licence fee for the current reporting period is calculated and paid according to the old Tariff - proportionally to the number of days of the reporting period preceding the Tariff change day (the date of concluding an additional agreement on changing the tariff), and according to the changed Tariff - from the date of changing the Tariff proportionally to the remaining number of days of the current reporting period, and in full volume - from the day of starting a new reporting period and further on.

4.4.2. The Parties may, by reaching a mutual agreement, establish any date when Tariff changes of the Sublicensee take effect.

4.5. The Sublicensor may refuse to change the Tariff for the Sublicensee, in the event:

- The Sublicensee has an outstanding payment due for licence fees.
- The Sublicensor finds out about breaches of the Agreement provisions or valid laws pertaining to the use of the Program by the Sublicensee.
- The selected Tariff is not valid and is not applied by the Sublicensee.

4.6. The Sublicensor may change the Tariff of the Sublicensee unilaterally, in the event the economic policy of the Sublicensor, requirements of the titleholder or shareholders of the Sublicensor have resulted in changing of the tariff policy of the Sublicensor. In such a case, the Sublicensor shall inform the Sublicensee about the change with no delay, but not later than within 3 (three) workdays from the day of changing the Tariff, and the Sublicensee may

refuse from fulfilment of the Agreement and request its termination within 3 (three) workdays. In this case, the Agreement will be terminated at the request of the Sublicensee, but on condition of payment of all licence fees due. In the event of consent of the Sublicensee, changes take effect from the date established by the Sublicensor, but not earlier than in 3 (three) workdays from the day of notifying the Sublicensee.

4.7. The currency of the payments are EUR and USD. The cost in USD is determined according to the EUR rate of the European Central Bank as of the last day of the reporting period.

4.8. At the Agreement's conclusion, the licence fee is calculated and paid proportionally to the number of days from the day of the Agreement's conclusion and until the last day of the current reporting period (inclusive). At the Agreement's termination, the licence fee is calculated and paid proportionally to the number of days from the first day of the last reporting period and until the day of the Agreement's termination approved by the Parties (inclusive).

4.9. All bank commissions involved in making licence payments shall be covered by the Sublicensee.

4.10. TAX LIABILITIES

(i) If the Sublicensee is a legal person registered under the laws of the Republic of Latvia, licence fees are VAT taxable according to the rate and in line with the procedure prescribed by the tax legislation of the Republic of Latvia.

(ii) If the Sublicensee is not subject to the regulation stipulated by Clause 4.4. (i), all issues pertaining to tax liabilities of the Parties are regulated by the EU Council VAT Directive 2006/112/EC.

5. Termination of Access to the Program, Termination of the Right of Using the Program

5.1. The Sublicensor may suspend and/or terminate access of the Sublicensee to the Software, in the event the Sublicensee breaches its Agreement obligations, or when the Sublicensee does not fulfil its obligations regarding payment of the licence fee due. Such termination of access to the Software does not exempt the Sublicensee from fulfilment of its Agreement obligations and, in particular, the obligations of payment for the right of using the Software.

5.2. The Sublicensee may not delegate its right of using the Software to third parties and/or grant sublicences for using the Software.

5.3. In any case, the Sublicensee is prohibited:

- to copy the Software for distribution, distribute the Software in any way and regardless the purposes of distribution;
- to make the Software accessible to any third parties by means of providing the data required for access to the Software, or by means of cracking the Software making it accessible to an unlimited circle of persons;
- to introduce changes in the Software in any way, including to perform actions of selecting data for access to the Software, allowing to change the capacity of specific rights (cracking of access and unsanctioned change of the capacity of the right for using the Software);
- To use the Software for the purposes contradicting to the valid laws and violating their provisions (including international regulatory enactments).

5.4. When terminating access to the Software, the Sublicensor retains the right to delete all data of the Sublicensee related to usage of the Software by the Sublicensee, as well as to require such deletion from third parties, having the respective agreement relations with the Sublicensee. In such a case, the Sublicensor is exempted from any responsibility to the Sublicensee, which is unequivocally confirmed by the Sublicensee upon the Agreement's conclusion.

5.5. The Sublicensor retains the right to terminate access to the Software for the Sublicensee due to technical or internal organisational reasons; in this case, termination of the access may not exceed 24 hours in succession.

5.6. The Sublicensor retains the right, with no responsibility on its part, to terminate access to the Software during the period of demo access.

5.7. The Sublicensor retains the right, with no responsibility on its part, to terminate access to the Software due to reasons beyond its control, which could be neither foreseen nor predicted by applying any reasonable measures.

5.8. In the cases stipulated by Clauses 5.5 and 5.6, the Sublicensor shall notify the Sublicensee with no delay about termination of the access and the planned time of resuming it.

6. Responsibilities of the Parties

6.1. The Party which has not fulfilled or has unduly fulfilled its Agreement obligations shall indemnify the real damage incurred to the other Party. Herewith, the Parties agree that missed profit is not indemnified this way.

6.2. The Parties are exempted from responsibility for full or partial non-performance of their Agreement obligations, when such non-performance results from force-majeure circumstances that have arisen after conclusion of the Agreement such as flood, fire, earthquake or other natural calamities, as well as war, acts of war, blockade, prohibitive acts of governmental agencies and acts of public authorities, strikes, destruction of communications and power supply, which the Parties could neither foresee nor prevent.

6.3. The Sublicensor provides the right of using the Software on an "as is" basis and does not bear responsibility for the content of the Software, technical support of the functional, program errors, disfunction and other deficiencies, possible cases of distortion of information, failures in operation of the Software caused by technical reasons of an

objective nature, as well as respective failures in operation of the equipment of the Sublicensee or the titleholder, loss of data, etc. The Sublicensee is also aware and agrees that the Sublicensor may introduce changes to the Software from time to time, as well as perform periodical technical works on hardware support, which can result in short-time failures in operation of the Software. However, the Sublicensor shall apply all possible efforts to eliminate failures or deficiencies with no guarantees or obligations on its part.

- 6.4. The Sublicensee shall ensure confidentiality of the login and the password received for access to the Software. All actions in the Software performed under the login and the password of the Sublicensee are considered to be performed by the Sublicensee. The Sublicensee shall bear sole and full responsibility for all actions in the Software performed under its login and password, when such actions have caused damage to the rights and legal interests of any third parties.
- 6.5. The Sublicensee shall bear responsibility for the authenticity and validity of its data provided to the Sublicensor for the purpose of receiving the right for using the Software.
- 6.6. The Sublicensee shall bear full sole responsibility for any breaches of rights and legal interests of the titleholder, the Sublicensor or any third parties and shall indemnify to the Sublicensor or the titleholder all damages caused by the breach of its obligations, as well as shall secure the Sublicensor and the titleholder from possible claims, demands, complaints and suits from third parties on its own and independently, without involving the Sublicensor and the titleholder, and shall respond to such claims, demands and complaints from third parties.
- 6.7. In the event of breach of the law on processing personal data by the Sublicensee, as a result of which penalty sanctions have been applied or complaints and/or claims from third parties have been declared to the Sublicensor, the Sublicensee shall resolve the aforementioned complaints/claims on its own and at its expense, shall provide support to the Sublicensor when regulating claims, participating in court hearings, conducting checks by supervisory bodies, and shall provide all required documents and evidences. The Sublicensee shall indemnify to the Sublicensor all losses in full caused by breaching laws on personal data, including compensation of all amounts of fines and other measures of responsibility, amounts paid for satisfying complaints and/or claims.

7. Validity of the Agreement and its Termination Procedure

- 7.1. The Agreement is valid for 1 (one) year from the day of its conclusion. The Agreement shall be automatically extended each time for another 12 months, unless otherwise declared by any of the Parties in writing a month prior to expiry of the Agreement.
- 7.2. The Sublicensee may refuse from using the Software by sending a written notification to the Sublicensor about termination of the Agreement 30 (thirty) workdays in advance and having paid licence fees due until the moment of the Agreement's termination.
- 7.3. The Sublicensor may terminate the Agreement unilaterally at any time by sending a written notification to the Sublicensee about termination of the Agreement 30 (thirty) workdays in advance.
- 7.4. The Sublicensor may terminate the Agreement immediately, with no responsibility on its part, if the Sublicensee has violated the requirements of Clauses 4.1, 5.2 and 5.3.

8. Communication

- 8.1. The Parties agree that in order to properly implement the Contract, all communications between them are made by authorized representatives and through official e-mail addresses determined in this Article:

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- 8.2. The Parties acknowledge the legal force of correspondence by e-mail and its mandatory nature for the Parties, as well as that of documents sent by e-mail (attachments to e-mail letters), on the condition that e-mail letters have been sent from/to the e-mail addresses provided in this Agreement:
 - E-mail of the Sublicensor [●]@[●]
 - E-mail of the Sublicensee is provided in the Application on accepting the offer.

8.3. REPRESENTATIONS AND WARRANTIES

- 8.3.1. The Sublicensee, by accepting this Public Offer, assures the Sublicensor that any letters, applications, orders and notifications, as well as any other correspondence sent from the e-mail address provided by the Sublicensee when accepting this Public Offer, will come from the duly authorised representative of the Sublicensee.
- 8.3.2. Notifications sent by e-mail shall be considered as sent by the Party (its duly authorised representative) also in cases when they do not contain data allowing to identify personality of the sender.
- 8.3.3. Each Party bears the risk of cracking or other unsanctioned access to their e-mail boxes.

9. Other Provisions

- 9.1. The Parties shall secure confidentiality of the information pertaining to the Agreement, its conclusion and performance, including the obligation not to spread confidential information, except for revealing such information to their affiliated persons and professional consultants.
- 9.2. The Sublicensor may introduce amendments to the text of the offer from time to time at its discretion. In such a case, the Sublicensor shall notify the Sublicensee on the introduced amendments by using all possible means of communication, and the amendments take effect and the Agreement is considered to be modified by the Parties

upon expiry of 15 (fifteen) workdays from the confirmed date of sending such notification, which is unequivocally accepted by the Sublicensee when concluding the Agreement.

9.3. The consent of the Sublicensee for introducing amendments to the Agreement may be expressed by one of the following actions:

(i) by accepting a new offer and sending the acceptance to the Sublicensor by using a method stipulated by the Agreement

or

(ii) by means of paying the licence fee due upon expiry of 15 (fifteen) workdays from the day of receiving the Notification of the Sublicensor

9.4. The valid version of the offer and its annexes is always available on the Website.

9.5. Neither Party may delegate its rights and obligations prescribed in this Agreement to third parties without the written consent of the other Party. The Sublicensor may delegate its rights and obligations prescribed in this Agreement to another company, which is a part of the same group of companies with the Sublicensor, on condition of notifying the Sublicensee in advance.

9.6. Confirmation of the agreement's conclusion is the signing of the offer by the Sublicensee, with marks of the Sublicensor on acceptance.

9.7. In the event of changes of any data about the Sublicensee, it shall notify the Sublicensor about it in writing not later than within 5 (five) workdays from the day of such changes. In this case, the Sublicensee shall be held responsible solely and fully for violation of such obligation and the risk of negative consequences caused by such violation, up to termination of access to the Software.

9.8. All disputes that may occur from performance of the Agreement shall be resolved through negotiations. In the event the Parties are unable to resolve their disputes or discrepancies within 30 (thirty) calendar days from the moment of receiving a written claim, such a dispute shall be submitted for consideration to the state court of the Republic of Latvia in accordance with the valid legislation of the Republic of Latvia.

9.9. Annexes provided in the offer form its integral part. Such annexes are:

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Annex No. 1 - Application on Acceptance of the Offer

the Public Offer
for Conclusion of a Sublicence Agreement
on granting the right to use computer programs GARPUN[®] and GARPUN FEEDS

APPLICATION ON ACCEPTANCE OF THE OFFER

Hereby, _____ accepts the offer to conclude with the Sublicensor a **Sublicence Agreement on granting the right to use computer programs GARPUN[®] and GARPUN FEEDS** on the terms and conditions provided in this Public Offer.

- 1.
2. Information about the Sublicensee

Legal person (full name)			
Person signing the application (name and surname)			
CEO (position, name and surname, phone, e-mail)			
Source of authority (Articles of Association, Power of Attorney)			
E-mail for official correspondence (Clause 8.2 of the Agreement)			
Webpage			
Company details			
Country of incorporation of the legal person			
Registration number			
Date of registration of the legal person			
Location address:			
Registration number			
Current account			
Name of the bank, SWIFT, account number			
Planned total performance during the reporting period, planned activities			
Contact data of the Sublicensee			
Contact person			

3. Tariff:

4. This Application on Acceptance of the Offer is made in two copies, by one copy per each of the Parties.

Sublicensee: _____/(name, surname, position),

Marks of the Sublicensor:

1. The Application is accepted on _____ 20__.
- 2.
3. The tariff _____ has been approved.
4. Access data: login _____, website www.garpun.com

Sublicensor: RealWeb Latvia SIA

On behalf of the Sublicensor:

Pursuant to _____