

## Master Services Agreement (OFFER)

This document (hereinafter referred to as the "Agreement" or "Offer") is a legal agreement between

- **Rosburn Holdings Limited**, a company incorporated under the laws of the Republic of Cyprus, company registration number HE 361194, VAT number CY10361194N (hereinafter referred to as the "**Contractor**"), on one hand, and
- the company (legal entity, organization) that has accepted this Offer (hereinafter referred to as the "**Client**"), on the other hand.

Hereinafter, the Client and the Contractor are collectively referred to as "**Parties**", and each separately - "**Party**".

The Agreement is concluded between the Parties at the time of acceptance of the Offer by the Client, namely:

- the first payment (transferring funds) made by the Client on the basis of the request for payment (note of payment) issued by the Contractor to the Client (including electronic form through the Personal Account in the System) shall be deemed as an acceptance of the Offer.

Acceptance of the Offer means full and unconditional acceptance by the Client of all the terms of this Offer (including all Appendixes and other parts of the Offer), as well as other documents (including Special Documents) referred to directly or indirectly by this Offer. Acceptance of the Offer with reservations and under conditions is not allowed. This Offer is not a public offer.

### WHEREAS:

The Client wishes to order certain services from the Contractor using the System (as defined below) that ensures effective interaction between the Parties and Subcontractors (as defined below) involved to provide the relevant services;

The Contractor has the facilities to provide the services both independently and with the involvement of the Subcontractors, as well as can provide the Client with access to the System to ensure effective interaction between the Parties and the Subcontractors involved to provide the services.

### Terms and Definitions:

The terms and definitions used in the Agreement have the following meanings:

"**Intellectual Property**" means the results of intellectual activity, intellectual property, all types of objects of copyright, including work of science, literature and art protected by copyright, software, databases, performances, phonograms, video, audio, photos, etc. visual images, inventions, trade secrets (know-how), trade names, trademarks and service marks, geographical indications, appellations of origin of goods, commercial designations of any kind.

"**Intellectual Property Rights**" means all rights in respect of Intellectual Property including, without limitation, exclusive rights (including the right for processing, for publication/disclosure), as well as personal non-property and all other rights related to Intellectual Property.

"**Personal Account**" ("**User Interface**") means a section of the System available to the Client according to the Agreement that can be accessed by login and password. The Client can use Personal Account for remote interaction with the Contractor and Subcontractors, including for placement of Requests and acceptance of the Services.

"**Remuneration**" means payment to the Contractor for the Services performed under this Agreement, including services for providing access to the System under this Agreement.

"**Requests**" means tasks to perform the Services, created by the Client and addressed to the Contractor through the Personal Account in the System.

"**Reporting Period**" means a calendar month in which the Services have been performed and accepted by the Client under this Agreement.

"**Result**" means the result of the Services, which may include, among other things, Intellectual Property.

"**Services**" means services the Client can request to perform using the System according to the Agreement. The list of the Services available for provision by the Contractor for the Client is posted in the Personal Account and may be changed from time to time by the Contractor.

**"Subcontractor"** means a third party that is a user of the System, engaged by the Contractor to perform the Services under the Requests and according to the Agreement.

**"System"** ("**Online Service**") means a software and hardware complex, in respect of which the Contractor possesses exclusive rights, located at the website address on the Internet <https://madetask.com> (including all levels of such a domain, including its mobile version, both functioning at the date of entry into force of the Agreement, and launched and put into operation during the entire term of this Agreement), through which the legally significant interaction of the Parties to this Agreement and third parties involved by the Parties is ensured. The System is used by the Client in order to create a Personal Account, submit Requests, accept Results, interact with the Contractor and Subcontractors, as well as for other purposes in accordance with the terms of Special Documents.

**"Special Documents"** means the Contractor's documents, including regulating certain issues of using the System, posted in the System and available to the Client through the User Interface. By entering into this Agreement, the Client unconditionally agrees with the Special Documents, which are considered an integral part of this Agreement and can be changed by the Contractor unilaterally at any time, becoming binding on the Client from the moment they are posted in the System.

## **1. Subject of the Agreement**

1.1. Under the Agreement, the Contractor undertakes to render the Services to the Client within the framework of the agreed Requests using the System, for which the Contractor also undertakes to provide the Client with access to the System. The Client undertakes to accept the provided Services through the System and pay the Remuneration to the Contractor according to this Agreement.

The Parties acknowledge that the use of the System in the process of agreeing, performing and accepting Services is a material condition of this Agreement.

1.2. In order to request the Services, the Client shall be registered in the System and have access to the User Interface in the manner described in the Special Documents.

1.3. The Contractor shall perform the Services under this Agreement in accordance with the agreed Requests. The Services can be selected by the Client only from the list available through the Personal Account. The Contractor, at its discretion, shall have the right to decline the Request created by the Client.

1.4. The terms of the Requests agreed by the Parties cannot be changed unilaterally.

1.5. The Contractor has the right, on its own behalf and at its own expense, to involve third parties (Subcontractors) for performing the Services under this Agreement. The Client is under no obligation to pay remuneration to such third parties.

1.6. If the Contractor engages the Subcontractors, the Client shall have the right to directly interact with the Subcontractors on issues related to the performance of Services under the agreed Requests through the Personal Account. Such interaction between the Client and the Subcontractors does not rise any employment relationship, relationship as direct counterparties, agency, authorized representatives, any other similar relationship between the Client and the Subcontractors.

1.7. In cases where it is necessary to use the Intellectual Property provided by the Client for performing the Services under the relevant Request, the Contractor and the involved Subcontractors shall have the right to use such Intellectual Property during the entire period of performance of the Services under the Request without the right to transfer the Intellectual Property to third parties. Upon completion of the Services and their acceptance by the Client, the Contractor and the Subcontractors do not retain any rights to the Intellectual Property provided by the Client.

## **2. Delivery and Acceptance of the Services**

2.1. Upon completion of the Services under the relevant Request, the Contractor shall transfer the Result to the Client. The transfer of the Result is carried out through the Personal Account, and upon consultations between the Parties, the transfer of the Result can be made through the electronic channels (including e-mail) without using the Personal Account. However, in any case the delivery and acceptance of the Result shall be confirmed through the Personal Account in accordance with the procedure below.

2.2. Upon transfer of the Result according to the relevant Request, the Client shall accept it through the Personal

Account or send a motivated refusal to accept the Result within 5 (Five) calendar days from the date of receipt of the Result by the Client.

- 2.3. The Services are considered to be performed properly, efficiently, in a timely manner and in full, as well as checked (including for hidden defects) and accepted by the Client without any objections or claims at the time of displaying the status "*Execution accepted*" or another similar mark made through the Personal Account on the page of the corresponding Request in the System. This clause shall be also applicable in case the Result is transferred to the Client through the electronic channels (including e-mail) without using the Personal Account.
- 2.4. At the time of acceptance of the Result by the Client according to clause 2.3, all risks related to the Result are transferred to the Client, and after such acceptance, the Client shall not have the right and will not present any kind of claims against the Contractor regarding the Services accepted by the Client, including claims in relation to the completeness, quality or cost of the Services, or the possible violation of the rights of third parties to any intellectual property.

If despite the terms of the Agreement, according to the applicable law, it is allowed to submit claims related to the Services duly accepted by the Client, the Parties have agreed that the Client shall have the right to submit claims only and exclusively to the relevant Subcontractors.

### **3. Intellectual Property**

- 3.1. If Intellectual Property is created in the process of performing the Request, the Intellectual Property Rights shall automatically belong to the Client from the moment of acceptance of the Services.
- 3.2. The Contractor and Subcontractors do not retain any Intellectual Property Rights in relation to the provided Services.
- 3.3. If according to the applicable law, the Intellectual Property Rights do not automatically belong to the Client under the clause 3.1 above, the Contractor and Subcontractors at the time of acceptance of the relevant Services shall transfer, assign and alienate to the Client the Intellectual Property Rights to the extent this is required under the applicable law.

### **4. Rights and Obligations of the Parties**

- 4.1. The Contractor is obliged:
  - 4.1.1. to provide the Client with access to the System with the possibility of registering and using the Personal Account in the System, including by creating Requests, acceptance of the provided Services, transferring the Results through the Personal Account;
  - 4.1.2. to maintain the proper functioning of the System according to the Agreement;
  - 4.1.3. to provide Services in a high-quality and proper manner.
- 4.2. The Contractor has the right:
  - 4.2.1. independently, on its own behalf and at its own expense, to involve Subcontractors in provision of Services under the Agreement;
  - 4.2.2. to suspend the provision of Services and/or suspend the Client's access to use the System's functionality (in whole or in part) if the amount of advance payments made by the Client is insufficient to pay the cost of placed Requests, as well as to fulfill other obligations of the Client under the Agreement.
  - 4.2.3. to restrict or terminate the Client's access to the Personal Account and to the System's functionality in case of violation by the Client of Special documents and/or this Agreement.
  - 4.2.4. unilaterally terminate this Agreement in accordance with the terms of the Agreement.
- 4.3. The Client is obliged:
  - 4.3.1. to accept the performed Services;
  - 4.3.2. to pay Remuneration to the Contractor in particular by making and maintaining advance payments due to the Agreement;
  - 4.3.3. to comply with the requirements established by Special Documents and other requirements for the

use of the System.

4.4. The Client has the right:

4.4.1. to get access to the System and to use the System on the terms of the Special Documents;

4.4.2. to demand from the Contractor, as well as from the involved Subcontractors, the timely, proper and high-quality provision of the Services within the framework of Requests;

4.4.3. to terminate unilaterally this Agreement in accordance with the Agreement.

4.5. The Remuneration and payment procedure have agreed by the Parties and governed by the Appendix No. 1 to the Agreement.

**5. Limitation of the Contractor's Liability**

5.1. The Parties have agreed that until the Client accepts the provided Services under the relevant Request, the Contractor's liability under such Request is limited solely to the amount of direct real damage caused to the Client in the performance of the Request by the Contractor. In any event, the aggregate amount of the Contractor's liability for each Request is limited to the amount of the Remuneration paid by the Client on the relevant Request. For the avoidance of doubt, the Contractor shall under no circumstances be liable for losses of any kind that are not a direct consequence of the corresponding violation (action or inaction), but follow from the consequences or result of such action or inaction (consequential damages), as well as for the loss of profits that the Client would have received, if its right had not been violated, including the alleged loss of income (loss of profits).

5.2. The Parties have agreed that after acceptance by the Client of the Services according to the clause 2.3 of the Agreement, the Client:

5.2.1. releases the Contractor from any and all liability, lawsuits, claims and any all similar legal sanctions against the Contractor that may arise from the Services, or be directly or indirectly related to them, including cases of revealing circumstances about which the Client could not objectively know at the time of acceptance;

5.2.2. will make demands related to the provision of Services directly to Subcontractors.

5.3. If according to the applicable law, the Client has the right to raise the claims related to the Services against the Contractor:

5.3.1. such claims must be presented by the Client in writing before the date of acceptance by the Client of the provided Services; and

5.3.2. the maximum and total amount of liability and any compensation of the Contractor under any Request will be limited to the amount of the Remuneration paid by the Client on the relevant Request.

**6. Access to the Personal Account**

6.1. The Client is responsible for the safety and non-disclosure of login and access password, created by the Client when registering the Personal Account in the System. Such login and password are recognized as the electronic signature of the Client and are equated to the handwritten signature of the Client under this Agreement, its execution, amendment, termination.

6.2. The Client is prohibited from disclosing its login and access password to the Personal Account to any person who is not authorized to act on behalf of the Client.

6.3. It is considered that all the actions performed through the Personal Account under the login and access password of the Client are performed directly by the Client.

**7. Term and Termination**

7.1. This Agreement shall enter into force on the date of Acceptance of this Offer.

7.2. The Agreement is valid for 1 (One) year, or until its early termination.

7.3. If none of the Parties notifies the other Party of their intention to terminate this Agreement before the expiration of its validity period, the Agreement will be each time automatically extended for a period of 1 (One) year.

7.4. The Parties have the right to terminate this Agreement by concluding a termination agreement to this

Agreement.

- 7.5. Each of the Parties has the right to terminate this Agreement unilaterally out of court before its expiration by sending a written notice of termination to the other Party by post mail or by courier service or through the Personal Account at least 10 (Ten) calendar days prior to the expected date of termination of the Agreement.
- 7.6. The Parties hereby have agreed that the Contractor will not reimburse the Client for any losses arising from the termination of this Agreement or from the termination of the Client's access to the possibilities of using the System.

## **8. Force Majeure**

- 8.1. The Parties are exempt from liability for non-fulfillment or improper fulfillment of their obligations under this Agreement in the event of force majeure circumstances that directly or indirectly interfere with the execution of this Agreement, that is, such circumstances that are independent of the will of the Parties could not have been foreseen by them at the time of conclusion by the Client and the Contractor of this Agreement, and cannot be prevented by reasonable means when they occur.
- 8.2. Force majeure circumstances include: war and hostilities, illegal actions of third parties, uprisings, epidemics, earthquakes, floods and other natural disasters, as well as the adoption by the authorities of acts, prohibitions and restrictions that directly or indirectly affect the subject of this Agreement and the possibility of its execution any of the Parties.
- 8.3. The Party affected by force majeure circumstances is obliged to notify the other Party in writing within a reasonable time about the occurrence, type and possible duration of the relevant circumstances.
- 8.4. The onset of force majeure circumstances extends the period for the performance by the Party affected by the force majeure circumstances of the contractual obligations under this Agreement for a period equal to the validity period of the circumstance that has occurred plus a reasonable time for the proper performance of the contractual obligations by the relevant Party.
- 8.5. If the circumstances provided for in this Section last more than 2 (Two) months, the Parties jointly determine their further relationship under this Agreement.

## **9. Governing Law. Settlement of Disputes**

- 9.1. This Agreement will be governed by and construed in accordance with the law of the Republic of Cyprus. The Parties submit to the exclusive jurisdiction of the competent courts of the Republic of Cyprus in respect of all matters relating to this Agreement.
- 9.2. The Parties undertake to take reasonable measures to ensure that any controversial issues, disagreements, or claims arising during fulfilling the obligations of the Parties under this Agreement are settled through negotiations between the Parties.
- 9.3. In case of a claim receipt from another Party, the Party, the recipient of the claim, is obliged to consider the claim and submit to the other Party proposals for the settlement of the claim, indicating the terms of settlement through the Personal Account or by e-mail within 30 (Thirty) calendar days from the date of receipt of the claim.
- 9.4. If the Parties fail to come to an agreement within 60 (Sixty) calendar days from the date of the start of negotiations, arising from this Agreement or in connection with it all disputes, disagreements or claims including concerning its execution, violation, termination or invalidity shall be referred to the competent court of the Republic of Cyprus.

## **10. General Provisions**

- 10.1. If the last day of the period established by the Agreement for the performance of certain actions comes on a day that is a non-working day according to the legislation at the location of the Party performing the corresponding action, or a non-working day for the banks and other financial organizations involved, in this case, the next work day following is considered to be the day of ending of the period.
- 10.2. If any provision of this Agreement is found to be invalid or otherwise unenforceable, such provision, as far as possible, is deemed to be severed from this Agreement, and the remaining provisions continue to apply as if

the severed clause did not exist in the Agreement.

- 10.3. The Client shall not be entitled, without the prior written consent of the Contractor, to fully or partially assign its rights and obligations under this Agreement to third parties. The Contractor shall have the right to assign his rights and obligations under this Agreement to third parties in whole or partially, with subsequent notification of the Client about the assignment.
- 10.4. The relationship of the Parties under this Agreement, as well as the relationship between the Client and Subcontractors are not and under no circumstances can be regarded as relations of agency, partnership, joint ventures, etc.
- 10.5. Interaction between the Parties in the performance of this Agreement is carried out according to the contact information and details specified in the Agreement. In the event of a change in the details of the Parties, including bank details, addresses for sending correspondence, contact phones, etc. The Parties undertake to notify each other of all such changes using official written notification. Signing additional agreements to this Agreement, fixing such changes, are not required. The obligation fulfilled according to the previous details before receiving notification of their change will be considered fulfilled in a timely and proper manner.
- 10.6. This Agreement is made in English, in two counterparts, one for each of the Parties. Both copies are identical and have equal legal force.

**Details of the Contractor:**

**Rosburn Holdings Limited**

Gladstonos, 120, FOLOUNE HOUSE, 4th floor,  
Flat/Office D1, 3032, Limassol, Cyprus  
Reg. No. HE 361194  
TIN 10361194N  
VAT CY10361194N

**Director**

\_\_\_\_\_/ Nadezda Kubovski/

**Appendix No. 1**  
**to the Master Services Agreement (OFFER)**  
**"Remuneration and Payment Procedure"**

This Appendix to the Master Services Agreement (OFFER) has established the following conditions regarding the payment of remuneration under the Agreement:

1. The amount of the Contractor's Remuneration for the provision of Services under the Agreement shall be agreed in Requests through the Personal Account in the System.
2. Remuneration of the Contractor for the Services under the Agreement in the relevant Reporting Period, consists of the amounts of Remuneration for all Services within the agreed Requests.
3. Payment for the Services under the Agreement shall be made by the Client by way of advance payment in the following order:
  - a. The Client shall pay the Contractor advance payments against the cost of the Services in the amount equal to the cost of the Services for the month preceding the Reporting Period, or in the amount sufficient to cover 100% of the cost of all Requests placed by the Client, or in another amount agreed by the Parties. The advance payment shall be made by transferring funds to the Contractor on the basis of the request for payment (note of payment) issued by the Contractor, including electronic form through the Personal Account in the System. No interest is charged on the advance payments.
  - b. If the amount of advance payments paid by the Client is more than the cost of the Contractor's Services accepted for the Reporting Period, the difference between the amount of advance payments and the cost of the Services accepted for the Reporting Period shall be considered as an advance payment against the Services for each subsequent Reporting period under the Agreement, up to the date of termination of the Agreement. Upon termination (cancellation) of the Agreement, the unused amount of advance payments shall be refunded to the Client no later than 90 (ninety) calendar days from the date of termination of the Agreement.
  - c. If the amount of advance payments paid by the Client is less than the cost of the Contractor's Services for the Reporting Period, the Client shall cover the shortage by making payment in the amount equal to the difference between the cost of the Services for the Reporting Period and the previously made advance payment. The Client shall make an additional payment for the Services no later than 10 (ten) calendar days after the end of the Reporting Period in which the Services have been performed.
4. To calculate the amount of Remuneration payable to the Contractor for the provision of Services for each Request in each Reporting Period, the Parties agree to apply the following formula:  $T = Sa * K$ , where:
  - a. "T" means the total amount of the Remuneration for the provision of Services under the relevant Request;
  - b. "Sa" - means the amount of the Contractor's Remuneration established by the Client in the Request and agreed in accordance with this Agreement;
  - c. "K" - means a multiplier in the range from **1.06 to 1.12**, displayed in the Personal Account of the Client in the System. The amount specified in the multiplier "K" is applied automatically to the amounts of the Remuneration. The multiplier "K" can be changed by the Contractor unilaterally not more often than once during the Reporting period.
5. The currency of the Agreement, which determines the amount of the Contractor's Remuneration for the provision of Services under this Agreement, shall be Euro (EUR, €).
6. The currency of payment under the Agreement shall be Euro (EUR, €).
7. The Payment under the Agreement is made by the Client according to the payment details indicated in the requests for payment (notes of payment) issued by the Contractor. All bank commissions, expenses and other costs in connection with the payment of the Remuneration shall be paid by the Client over the amount of the Remuneration.
8. Within 15 (Fifteen) calendar days from the end of each Reporting Period, the Contractor shall provide (by mail,

courier service, through the Personal Account, or by other electronic channels) an invoice to the Client covering all the Services accepted by the Client within the Reporting Period.

9. This Appendix shall be an integral part of the Agreement. The Client has accepted conditions regarding the payment of remuneration established in this Appendix.

**Rosburn Holdings Limited**

**Director**

\_\_\_\_\_/ Nadezda Kubovski/