

License Offer Agreement

Moscow

May 17, 2016

Media Consulting LLC, hereinafter referred to as the **Copyright Holder**, duly incorporated and validly existing under the laws of the Russian Federation, represented by Director General Roman Anatolievich Agafonov, acting under the Charter, and

individual or entity, hereinafter referred to as the **End User**, collectively referred to as the “Parties” and individually a “Party”, have entered into this Agreement as follows:

The provisions of this offer agreement shall apply provided that there are no other contracts and agreements entered into between the Copyright Holder and the End User regarding the use of JagaJam computer program.

1. Terms and Definitions

1.1. Copyright Holder is the owner of an exclusive right to the Program within the meaning established by Part 1 of Article 1229 of the Civil Code of the Russian Federation.

1.2. Program means JagaJam computer program (within the meaning established by Article 1261 of the Civil Code of the Russian Federation), the exclusive right to which belongs to the Copyright Holder, and published on the software and hardware complex of the Copyright Holder, which can be accessed through the Website. JagaJam computer program is the development of the Copyright Holder. Works on development of the program were carried out by company employees on the basis of the work task. Thus, this program constitutes work made for hire in terms of applicable laws, and the exclusive right to it belongs to the Copyright Holder. The program has not been registered as such with the Federal Service for Intellectual Property in connection with the voluntary basis of such registration.

1.3. Website means the official website of the Copyright Holder, located at <http://jagajam.com>, which inter alia:

1.3.1. contains information on the terms and conditions for granting the right to use the Program;

1.3.2. contains rates and prices for the right to use the Program;

1.3.3. serves as the official means of End User notification of changes and additions to this Agreement by posting relevant information on the Website in cases provided for by this Agreement.

1.4. End User means an individual, legal entity or unincorporated individual entrepreneur which is granted by the Copyright Holder the right to use the Program under this Agreement not for transfer or sale to third parties and which uses the Program to perform own specific functions and tasks, including those related to business activities.

1.5. End User License Agreement (EULA) means an agreement on the Website declared by the Copyright Holder unilaterally and accepted by the End User at the time of registration on the Website.

It is understood that the End User warrants that:

- if there is the intention to accept the terms of this EULA as an individual, he is an adult and legally capable in accordance with the laws of the country to which he is a citizen;
- if there is an intention to accept the terms of this EULA on behalf of a legal entity, it is its duly authorized representative.

1.6. Consent to the processing of the End User personal data (Annex 1) means a set of rules under which, in accordance with Federal Law No. 152-FZ “On Personal Data” dated 27.07.2006 the transfer, storage and processing of End Users personal data (within the Account of the End User - an individual or employees of legal entity) is carried out by the Copyright Holder: collection, systematization, accumulation, storage, clarification (update, modification), use, blocking, depersonalization, deletion.

1.7. End User Account (Account) means an account, the structure of specific data, information, collectively belonging to a single element of JagaJam computer program and individualized by credentials specified by the End User during the registration in JagaJam computer program.

1.8. Rate Schedule means the amount of fee payable to the Copyright Holder for use of the Program by the End User, defined by the scope of program functionality and the period of use selected by the End User. Rate Schedule will be selected by the End User through the Account.

1.9. Paid Period means the period paid by the End User in accordance with the Rate Schedule, during which the right to use the Program is being granted. At the beginning of the Paid Period the amount corresponding to the Rate Schedule will be frozen on the End User Account. Write-off of the Copyright Holder fee for use of the Program from the Account during the Paid Period occurs daily in equal amounts for each day of the Paid Period.

2. Subject of the Agreement

2.1. The Copyright Holder subject to the terms and conditions of this Agreement shall grant the End User under a simple non-exclusive license the right to use the Program and the End User agrees to accept and pay for this right of use in accordance with the terms of this Agreement.

2.2. In accordance with the terms and conditions hereof the Copyright Holder grants the End User the right to use the Program in the following ways related to the functioning of the Program in accordance with its purpose:

2.2.1. provide access to information generated by the operation of the Program in order to create summary reports;

2.2.2. use the Program in its operations, except for resale, lease, transfer of right to use the Program to third parties, or other actions aimed at gaining commercial benefit in relations with third parties from using the Program, possible only after the conclusion of appropriate written agreements with the Copyright Holder;

2.2.3. remote access to the Program via the Internet, including the provision of remote access to its employees to work in the Program.

2.3. The right to use the Program shall be granted for the term of this Agreement, with the right to use the Program being valid only for the period paid by the End User pursuant to this Agreement (the Paid Period). Upon expiration of the Paid Period the right to use shall be suspended until payment for the next period to use the Program. Commencement date of the Paid Period shall be the date of crediting the bank account of the Copyright Holder. The Paid Period may be reduced or extended automatically upon switching to a new End User Rate Schedule.

2.4. The right to use the Program shall be granted with restrictions imposed by EULA and to the extent of the Rate Schedule selected by the End User.

3. General terms for granting the right to use the Program

3.1. The End User agrees to register an Account following the registration procedure established on the Website. At the time of registration on the Website the End User will be assigned unique login and password in order to identify the End User and enable it to use the Program. Following the registration the End User through the Account shall select the Rate Schedule. Registration of the End User on the Website and its selection of the Rate Schedule shall be deemed full and unconditional acceptance of the offer by the End User. From that point forward the License Agreement shall be deemed effective.

3.2. During the use of the Program the End User may change the Rate Schedule to one that provides for both larger and smaller fee to the Copyright Holder for use of the Program by sending a request to the Copyright Holder to change the Rate Schedule by e-mail to Payment@jagajam.com. The new Rate Schedule will become effective from the date of confirmation of the Rate Schedule change by the Copyright Holder on Account within 30 (Thirty) calendar days. Upon changing the Rate Schedule before the end of the current Paid Period the End User shall pay for the new Paid Period provided for by the new Rate Schedule. The unutilized balance of fee to the Copyright Holder for use of the Program under the current Rate Schedule will be recalculated into extra time to use the Program for the newly selected Rate Schedule (new Paid Period will be extended). Recalculation of balance unspent under the previous Rate Schedule will be carried out automatically on the Account.

3.3. Applicable Rate Schedules are published on the Website. The Copyright Holder may unilaterally make changes to Rate Schedules, add or cancel Rate Schedules, by notifying the End User 30 calendar days prior to entry into force of these changes by publishing such changes on the Website. The Rate Schedule used by the End User shall be valid for the duration of the Paid Period and shall not be changed or cancelled by the Copyright Holder until the end of the Paid Period. Rate Schedule will be selected by the End User before each new Paid Period.

3.4. In case of the End User's objection to changes in Rate Schedules the End User shall be entitled to withdraw from the Agreement. In this case the Agreement shall terminate at the end of the current Paid Period.

3.5. In case the End User agrees with changes in the Rate Schedules or omission by the End User until the changes come into force, this Agreement shall remain in force. Invoice for payment of the next Paid Period shall be issued by the Copyright Holder in accordance with the amendments to the Rate Schedule.

3.6. The End User acknowledges and agrees that all acts performed using a unique login and password of the End user on its Account shall be deemed implicative, including, but not limited to, switching to another Rate Schedule. The End User also agrees that adequate proof of such actions on the Account shall be relevant evidence of the Program system.

3.7. The End User agrees not to disclose to third parties its login and password. In case of loss and (or) disclosure by the End User of its login and password for access to the Program, the End User shall solely bear the risk of possible adverse

consequences for it.

4. Settlement procedure

4.1. If the End User is a legal entity or unincorporated individual entrepreneur, a resident of the Russian Federation, all settlements with it under this Agreement shall be made in Russian rubles by transferring money by the End User to the settlement account of the Copyright Holder on the basis of the Copyright Holder's Invoice.

4.2. If the End User is a legal entity, non-resident of the Russian Federation, all settlements with it under this Agreement shall be carried out in euros or US dollars by transferring money by the End User to the relevant foreign currency accounts of the Copyright Holder on the basis of the Copyright Holder's Invoice.

4.3. If the End User is an individual, all settlements with him under this Agreement shall be carried out by external payment systems integrated with the Website.

4.4. Granting the right to use the Program under this Agreement shall be made solely on the basis of 100% pre-payment of the fee for use of the Program by the End User in accordance with the selected Rate Schedule for the relevant period of use (Paid Period). If at the beginning of the next Paid Period the End User fails to pay the fee for use of the Program, the Copyright Holder shall suspend the End User access to the Program. The right to use the Program will be renewed and extended from the date of receipt of funds by the Copyright Holder in the amount specified in the selected Rate Schedule.

4.4. Invoices will be generated electronically and issued to the End User Account and sent to the End User by e-mail.

4.5. The date of payment shall be deemed the date of crediting the Copyright Holder's settlement account.

4.6. On a monthly basis not later than the 10th day of the month the Copyright Holder shall transfer to the End User a Certificate on granting the right to use the Program for the previous calendar month (in duplicate). The Certificate specifies the total amount of fee to the Copyright Holder for use of the Program in the preceding calendar month, taking into account the Rate Schedule used by the End User, in accordance with clause 3.2. hereof.

4.7. No later than 5 (five) business days from receipt of the Certificate on granting rights the End User shall transfer to the Copyright Holder the Certificate signed on its part. In case of failure to provide a signed Certificate within the specified period or a reasoned refusal to sign the Certificate, this Certificate on granting rights shall be deemed indisputably accepted by the End User.

4.8. Granting the right to use computer programs shall not be subject to VAT pursuant to subclause 26 Clause 2 of Article 149 of the Tax Code of the Russian Federation.

5. Technical support

5.1. The Copyright Holder warrants to the End User the provision of basic technical support regarding the use of the Program for the duration of the right to use the Program provided for by the applicable Rate Schedule.

5.2. Copyright Holder may hold routine breaks in providing access to the Program that will be considered as providing access to the Program in the normal mode, and shall not be the basis for adjustment of amounts paid by the End User. Routine breaks may be carried out, including to update the Program functionality. Routine breaks shall not exceed 72 hours per calendar month.

6. Liability of the Parties

6.1. Parties shall be liable for non-performance or improper performance of their obligations under this Agreement, and in part not regulated by the Agreement - in accordance with the applicable laws of the Russian Federation.

6.2. The End User is aware of the most important functional features of the Program, the right to use of which is granted under the terms and conditions of the Agreement. The End User shall bear the risk of conformity of this Program with its requirements and needs. The Copyright Holder shall not be liable for any losses incurred as a result of improper use or inability to use the Program, unless such losses occurred due to the Copyright Holder's fault.

6.3. In connection with the use of computer and other equipment, communication channels and/or computer programs owned by third parties, upon granting the right to use the Program the Parties agree that the Copyright Holder shall not be liable for any delay, interruption, direct and indirect damage or loss, occurring due to defects in any electronic or mechanical

equipment and/or computer programs, or due to other objective technological reasons, and as a result of acts or omissions of third parties, problems with data transfer or connection or power outage that occurred through no fault of the Copyright Holder.

6.4. The Copyright Holder's liability for failure to perform its obligations hereunder shall not exceed the unencumbered balance paid by the End User under the applicable Rate Schedule for the current Paid Period, and shall only be rendered in the presence of the Copyright Holder guilt.

6.5. The End User shall be liable for compliance of information provided by the End User in the Program with the applicable laws. In case of presenting third party claims to the Copyright Holder related to the content of information posted, the End User undertakes to settle such claims independently and at its own expense and reimburse the Copyright Holder for damages caused.

6.6. In case of violations of applicable laws and with the relevant orders from law enforcement and other public authorities and officials, the Copyright Holder reserves the right to suspend access to information placed in the Program by the End User or any third party in connection with the use of the Program, by giving the End User a written notice.

6.7. In the event of a breach by the End User of any provision of this Agreement and/or violation of the applicable laws when using the Program the Copyright Holder shall be entitled to unilaterally and extrajudicially terminate this Agreement by notice to the End User on the date specified in such notice without compensation to the End User for any losses or suspend access to the Program until the circumstances are clarified.

7. Force Majeure

7.1. The Parties hereto shall not be liable for complete or partial failure to fulfil their obligations if such failure was caused by force majeure, i.e. the events that could not be foreseen or prevented. The above circumstances within the meaning of this Agreement shall include: acts of God, fire, war or military action, strike in the industry or region, adoption by a public authority and/or local government of legal and/or law enforcement acts that resulted in the inability to perform this Agreement and other actions beyond reasonable control and foresight of the Parties.

7.2. In the event of force majeure, each Party shall not later than 5 (five) business days from the occurrence of such circumstances notify the other Party in writing. The notice shall contain information on the nature of circumstances, an assessment of their impact on the possibility to perform by the Party of its obligations under this Agreement, as well as their expected duration.

7.3. If any of the above circumstances affect the performance of this Agreement on time, the period for the performance of obligations hereunder shall be extended for the duration of force majeure.

7.4. If the effect of force majeure continues for more than one month, the Parties shall hold further negotiations to find acceptable alternative methods to perform this Agreement, or this Agreement shall be subject to termination in the prescribed manner.

8. Dispute Settlement

8.1. In the event of any disputes or disagreements between the Parties in the execution of this Agreement or in connection therewith, the Parties undertake to settle them using the complaint procedure. Complaint response time shall be 10 (ten) business days from the date of its receipt by the Party.

8.2. If the parties fail to reach agreement on the issues presented, the dispute shall be rendered to arbitration in accordance with the applicable laws of the Russian Federation.

9. Term of the Agreement. Amendment and Termination

9.1. This Agreement shall enter into force on the date provided for in Clause 3.1. hereof and shall be valid indefinitely.

9.2. Upon termination of this Agreement for any reason, its provisions shall apply to the Parties until full completion of mutual settlements and transfer of required documents.

9.3. Either Party shall be entitled to unilaterally and extrajudicially terminate this Agreement subject to prior written notice to the other Party not less than 30 (thirty) days prior to expiration date of the Paid Reporting Period. Termination date in this case will be the end date of the above-mentioned Paid Period.

9.4. The Copyright Holder shall have the right to unilaterally modify and change, at its own discretion, the Program and/or the rules for its use, subject to notice to the End User. Notification shall be made by posting relevant information on the Website or by sending an e-mail notice.

10. Final Provisions

10.1. Neither Party shall assign to third parties its rights and obligations under this Agreement without the written consent of the other Party.

10.2. Unless otherwise specified in this Agreement, the exchange of information (materials) between the Parties under this Agreement shall be made only in writing. Written communications from the Parties (including claims, notices, etc.) shall be sent by mail, fax, e-mail, by courier, served to the Party (its authorized representative) personally or delivered in other ways, allowing to establish the fact (date, time) of transmission and sender. To determine the authenticity of communications drawn up in hard copy the visual comparison of specimen signatures of responsible persons, parties and stamps on the document with specimen available to the Parties without the use of special knowledge and technical means will be sufficient. Messaging via e-mail shall be considered performed only after receipt of relevant confirmation from the Party which received a message.

10.3. Business days for the performance of the Parties' obligations hereunder shall mean business days on the basis of a five-day working week (all days of the week except Saturday and Sunday), which are not holidays in accordance with the applicable laws of the Russian Federation.

10.4. In case of change of address and/or settlement details of the Parties, the Party whose details have been changed shall notify the other Party within 5 (five) business days from the date when such changes become effective. In this case the Parties shall not be required to enter into any additional agreement.

10.5. By accepting this Agreement the End User (legal entity or unincorporated individual entrepreneur) confirms that it agrees with possible publication of trademark (logo) of the organization or product (service) owned by the End User on the Website and in corporate presentation materials of the Copyright Holder in sections about the customers.

10.6. All information acquired by the Parties in the execution of this Agreement, including information on the details of the Parties and their financial status, shall be deemed confidential and shall not be disclosed to third parties. Each Party shall take all reasonable and sufficient measures to preserve commercial confidentiality in respect of such information in the manner prescribed by FEDERAL LAW dated 29.07.2004 No. 98-FZ "ON COMMERCIAL SECRETS" and other applicable laws of the Russian Federation. Providing confidential information to public authorities and/or local authorities shall be carried out in accordance with the applicable laws of the Russian Federation. The Party guilty of unlawful disclosure of the confidential information to third parties shall reimburse the other Party for all losses caused by this and shall be otherwise liable in accordance with the applicable laws of the Russian Federation.

11. Details of Media Consulting LLC

Location address: office 501, 5, 1st Derbenevskiy lane, Moscow, 115114, Russian Federation

OGRN: 1127746198326

TIN/KPP: 7705980898/772501001

Settlement account: 40702810538110016712

Bank: Sberbank of Russia PJSC

correspondent account: 30101810400000000225

BIC: 044525225

12. Details for International Settlements

Media Consulting LLC

Address: office 501, 5, 1st Derbenevskiy lane, Moscow, 115114, Russian Federation

Payee' bank: Sberbank of Russia

SWIFT SABRRUMM

Acc. EUR 4070297823001001230

Acc. USD 40702840038001001403]

OGRN (Primary State Registration Number) 1127746198326

INN CODE 7705980898
KPP CODE 772501001

Phone: +7 (495) 984-23-64

Director General of Media Consulting LLC
Roman Anatolievich Agafonov

Consent to the Processing of Personal Data

In accordance with Federal Law No. 152-FZ “On Personal Data” dated 27.07.2006 the End User hereby confirms its consent to the processing of personal data: collection, systematization, accumulation, storage, clarification (update, modification), use, blocking, depersonalization, deletion. The Copyright Holder guarantees the confidentiality of the information received. Processing of personal data shall be carried out for the purpose of effective execution of orders, contracts, and so on.

Personal Information Privacy Policy

This Personal Information Privacy Policy (hereinafter - the Policy) shall apply to all the information which the Copyright Holder may receive from the End User while using the Website, using the services, purchase of software, participation in campaigns or other interaction (hereinafter – the Services).

The Copyright Holder shall not control and shall not be liable for third-party websites that the End User may visit using the links available on the Website of the Copyright Holder. The third party Websites may have their own privacy policy, which may require from the End User other personal information. This Policy explains how the Copyright Holder handles and protects users’ personal information.

Using the Services and providing the Copyright Holder with the information required to initiate further interaction, the End User expressly consents to its use in accordance with this Policy.

1. Users’ personal information, which is received and processed by the Copyright Holder

1.1. Within this Policy the “End User Personal Information” means:

1.1.1. Personal information provided by the End User when registering (creating an account) or in using the Services, including personal data of the End User. Mandatory information to provide Services is clearly marked. Other information is provided by the End User in its sole discretion.

1.1.2. Other information on the End User, the collection and/or disclosure of which is required to provide individual Services.

2. Objectives of processing the End User Personal Information

2.1. The Copyright Holder will only process the personal data required to deliver and improve the Services.

2.2. The Copyright Holder may use the End User Personal Information for the following purposes:

2.2.1. Identification of the party in the provision of Services.

2.2.2. Providing End Users with personalized Services.

2.2.3. Improvement of Services quality and development of new ones.

2.2.4. Conducting statistical and other studies based on anonymized data.

3. Transfer of the End User Personal Information to third parties

3.1. The End User Personal Information will be kept confidential, except in cases of personal data processing, where general access is granted by the End User or at its request.

3.2. The Copyright Holder shall be entitled to transfer the End User Personal Information to third parties in the following cases:

3.2.1. The End User has given its consent to such actions.

3.2.2. Transfer is required for achieving the objectives, implementation and performance of functions, powers and duties assigned to the Copyright Holder by the laws of the Russian Federation.

4. Measures taken to protect the End User Personal Information

The Copyright Holder shall take all necessary and sufficient organizational and technical measures to protect the End User Personal Information from misuse or accidental access, destruction, modification, blocking, copying, distribution, and other illegal actions of third parties with it.

5. Rights and Obligations of the End User

5.1. The Copyright Holder shall take reasonable measures to maintain accuracy and relevance of personal data available to the Copyright Holder, as well as to remove obsolete and other false or excessive personal data, however, the End User shall be responsible for providing reliable information, as well as updating its personal data in case of any changes.

5.2. The End User may at any time change (update, supplement, block, remove) personal information or part thereof provided by it, as well as the parameters of its confidentiality by applying to the Copyright Holder.

5.3. The End User shall be entitled to obtain information from the Copyright Holder regarding processing of its personal data.

5.4. To enforce the provisions of Clause 5.2 and 5.3 of this Policy, the Copyright Holder may request to confirm the identity of the End User, by requesting such confirmation drawn up in accordance with the law “On Personal Data”.

Payment for Service Access and Refund

Access to JagaJam service will be provided after user registration on www.JagaJam.com website in accordance with the License Offer Agreement.

Payment for access to JagaJam service will be available in the following ways:

1. Bank transfer against invoice;
2. Payment using electronic means of payment:
 - VISA and MasterCard bank cards;
 - Yandex.Money;
 - WebMoney;
 - Qiwi.
3. Payment with promo code.

Bank transfer against invoice

For prompt generation of invoices for payment the user shall:

1. Register on service website <http://jagajam.com/> (preferably with a corporate e-mail).
2. Submit your company details (preferably complete ones, including name, position and basis for the signature of the signatory (e.g. power of attorney number / Charter), actual, legal and postal address of the company).
3. Decide on Rate Schedule (framework or individual/payment for extended period or monthly) - taking into account the specifics of your business and company policy.

Based on the information received our experts form the Statement of accession to the License Offer Agreement and an invoice.

Upon receipt of funds to the account of Media Consulting LLC a notice will be sent to the e-mail of account registration on the activation of the Rate Schedule and commencement of service access.

Payment using electronic means of payment

Payment will be made through authorization server of PayOnline System processing center using the following means of payment:

1. VISA, MasterCard bank cards.
We accept cards of the Russian Federation, CIS and European countries (Country of the Bank Card issue should coincide with your actual location - there is a check by IP address)

2. Electronic means of payment Yandex.Money, WebMoney, Qiwi.

To pay with one of the following means the user shall go to the personal account, select the desired Rate Schedule and click "Pay". Then select the appropriate method of payment. Now the user gets to the website of PayOnline System processing center. Following the instructions, the user will complete payment process. After that the user returns to JagaJam website.

Refund

In case of order cancellation on the day of payment the money will be returned in full. In case of cancellation the money may be refunded not in full, calculation of refund amount will be based on the difference between the payment amount and already expended funds and the commission of the payment system.

In case of order cancellation the refund will be carried out within fourteen business days. For a refund the user shall send a written notice by e-mail to payment@jagajam.com.

In payment by bank card on the website refunds will only be made to the bank card of the customer specified in the order. When paying with promo code and upon cancellation of service, the money will not be refunded with no further possibility to re-redeem this promo code.

About PayOnline System

PayOnline is one of the most advanced and dynamically developing payment service providers in Russia. The processing center is certified and accredited by Visa and MasterCard; it has a PCI DSS international certificate.

PayOnline provides Internet acquiring services in the Russian Federation, in the European Union and Asia; it cooperates with the largest Russian and European banks.

Processing is carried out on the basis of its own technical solutions that are successfully operating in the United States and Europe for over 10 years, and since 2008 - in Russia. In 2009, its scoring system for monitoring and combating fraudulent transactions has won the competition of innovative projects in science and technology held in partnership with Microsoft.

The company is an authorized service provider of Visa and MasterCard.