# Offer Contract for Provision of Advertising Services

Limassol, Cyprus                «__»_____ 20__

**DEEPDIVE SOFTWARE LIMITED,** a company incorporated under the laws of Cyprus under the registration number HE 323783 located at: Ipparchou 57, Agia Zoni, 3027, Limassol, Cyprus, represented by the Director Polyxeni Iasonos, acting by virtue of the Articles of Association, hereinafter referred to as the **"Customer",** with this offer proposes to enter into the Contract for provision of advertising services (hereinafter the "Contract") under the terms specified below. The Contract shall be deemed concluded by acceptance of this offer in the manner stipulated in clause 11.1 hereof. The person who entered the Contract shall be referred to as the **"Executor"**; the Customer and the Executor shall be collectively referred to as the "Parties".

## Definitions

**Advertising materials placement services** shall mean the services for technical placement of advertising materials through Internet resources to provide access to them for any interested persons. The services for placement of advertising materials depending in the mode of placement specified by the Parties may consist in ongoing placement of the Customer's materials on the specified Internet resources with payment for the actual period of placement and in one-time placement of materials with full payment of the cost of services for one-time placement. The provision of the Services for placement of advertising materials is performed by the Parties using the Software and the Database.

**Advertising materials (hereinafter the "Materials")** shall mean the information expressed in a physical form and relevant to the requirements of section 5 hereof, provided by the Customer to be placed on the Executor's websites, intended for general public and aimed at drawing attention to the object of advertising, building or supporting the interest to it and its promotion on the market.

**The Contract** shall mean the contract for provision of advertising services for placement of the Materials under the terms stipulated in this offer; this electronic document (including amendments negotiated by the Parties in electronic format or in the order provided for in the Contract). Conditions of the registration form available at uniplace.ir and/or on the uniplace.com.cy website, as well as the information provided by the Executor in the course of the registration process shall be an integral part hereof.

**Login, password** shall mean a unique set of symbols (figures, letters, characters) specified by the Executor during the registration process on the uniplace.ir website and/or on the uniplace.com.cy website. The Executor's login and password are entered by the latter during registration and may be changed later. The procedure to change the Executor's login and\or password shall be made in the system interface in accordance with technical features of this interface. The Parties recognize the login and password in aggregate to be the equivalent of the Executor's handwritten signature when executing electronic documents hereunder by means of the Software and they comply with the unique personal account number of the Executor. Each party proceeds from the fact that an electronic message from the person identified with the unique personal account number is sent by the other party using the login and password and confirms its declaration of intent. The Executor uses the login and password to obtain the information presented on the Personal account.

**Internet payment services (PS)** shall mean a set of software and hardware providing informational and technological interaction between users of the services when making payments using the Internet. The list of payment services shall be specified on the personal accounts of the Executors. The payment mechanics shall be performed pursuant to the rules of using such services.

**Personal account** shall mean the way to log statistical information on the payments made in pursuance of the Contract, the services for Materials placement provided by the Executor, the amount of money due to the Executor, as well as other information significant for the Parties.

**The Customer** shall mean the customer of the services for the Materials placement.

**The Executor** shall mean the executor of the services for Materials placement.

**The Application** shall mean an electronic document containing the conditions for placing the Material as a record in the Customer's database, reflecting the declaration of intent of both Parties to make a deal under the terms stated in this Application, approved by the Parties by means of exchanging electronic messages through the interface available at uniplace.ir and/or on the uniplace.com.cy website using the Logins and Passwords of the Parties which are equivalents of the handwritten signature. The Application shall have its own unique number; the Application shall reflect the parameters of the information materials – URL of placement, URL of transition, text content, format and other conditions. The Application shall include the cost of service for the Material placement for 30 calendar days or the fixed cost for placing such materials.

**The Database (DB)** shall mean a set of information about persons providing services for placement of the advertising materials and the customers of such services, information about the advertising materials and the parameters of their placement, as well as other information that is processed using the Software.

## Subject of the Contract

1.1. The Executor shall place on the Executor's websites specified herein (hereinafter the "Websites") and ensure display of the Customer's advertising materials

(hereinafter the "Materials") on the Websites containing hypertext links to the website specified by the Customer hereunder (hereinafter the "Services").

1.2. The Customer shall pay for the services provided by the Executor.

1.3. If the content of the Materials breaks the laws of Cyprus, the Executor shall notify the Customer about it prior to the start of the Materials placement, in the absence of such notice the Executor shall take full responsibility for non-compliance of the content of the Materials placed with the requirements of the laws.

1.4. All electronic documents, notices, and declarations of intent executed or performed remotely using the Software and communication channels shall be recognized by the Parties as dully executed in writing.

1.5. All payments hereunder may be effected by the Parties using the PS. The payments using the PS shall be effected by the Parties in accordance with the terms of use for such services.

1.6. The Parties recognize the condition on provision by the Executor of reliable information during the registration procedure at uniplace.ir and/or uniplace.com.cy as the material condition hereof.
The Executor shall hereby agree:
- to provide additional information at the Customer's request that the Customer has deemed necessary for proper execution of this order, as well as to promptly provide information and documents hereunder;
- that all the data provided by the Executor to be added to the Database, may be available to general public, except for the personal data;
- that all the personal data provided by the Executor may be only used for the purposes of the Contract performance.

## Obligations of the Parties

### 2.1. Rights and obligations of the Customer:
2.1.1. The Customer shall promptly and in full pay for the Executor's services in the amount and within the terms specified herein.

2.1.2. The Customer shall provide the Executor with the Materials to be placed that comply with the Executor's requirements to such Materials if the Customer was notified in advance about such requirements in writing not later than 5 (five) business days prior to the start of their placement.

2.1.3. The Customer is entitled to terminate this Contract unilaterally at any time if the information on the Executor's taxable status provided to the Customer is not true.

2.1.4. The Customer is entitled to terminate this Contract unilaterally at any time if following the Executor's wrong acts it incurs losses, including pays fines, penalties,

provides guarantee. The Executor shall reimburse all such losses to the Customer, including lost profit.

2.1.5. The Customer shall not be liable for reliability of the information generated by the Software, safety of the

Executor's login and password, as well as any losses incurred by the Executor in connection with the Software operation.

2.1.6. The Customer may at any time suspend the provision of the service hereunder if the Executor's Internet resources contain information that contradicts the laws of Cyprus Federation or infringes intellectual
rights or other rights of third parties. The Contract may also be terminated by the Customer unilaterally if it is determined that the Executor has no rights to administer the Internet resources placed by it in the system until such violations are eliminated.

2.1.7. The Parties confirm that the Customer shall not be liable for the compliance of the Materials with the laws of Cyprus.

### 2.2. Rights and obligations of the Executor:
2.2.1. The Executor shall provide the services in full throughout the whole term hereof pursuant to the terms and conditions established herein.

2.2.2. The Executor shall place the Materials provided by the Customer and display them on the pages of the website owned and/or administered by the Executor.

2.2.3. The Executor shall promptly provide to the Customer the information required to be placed in the DB:
- information on URLs of the Internet resources where the Executor plans to place the Materials;
- information on the list of page URLs where the Executor plans to place the Materials;
- information on prices and tariff rates for placement of the Materials on particular pages of Internet resources.

2.2.4. The Executor shall guarantee that it has provided to the Customer accurate information including the data about its status during the registration at the uniplace.ir website and/or at uniplace.com.cy website.
The Executor shall be liable for not providing the information specified in this clause (providing untrue
information).
When there is a violation of the conditions of this clause, the Customer is entitled to suspend this Contract without
a prior notice of the Executor until elimination of such violations.

2.2.5. If in connection with the services provision hereunder the Customer incurs any losses, including payment of punitive penalties, provision of guarantee (granting bail), the Executor shall indemnify the
Customer for all losses, including lost profit, not later than 10 days after the date of receipt of the relevant
notification.

2.2.6. If the Executor decides to transfer the Personal account to a third party, the Executor shall provide to the Customer all the necessary information.

Upon transferring the Personal account in the name of a third party, this Contract shall be deemed canceled before maturity.

2.2.7. In relation to the materials to be placed, the Executor shall:

- carry out final assessment of compliance of such materials with the requirements of the laws of Cyprus; be liable for their content;
- promptly notify the Customer about the impossibility to place the Materials;
- specify requirements for the Materials adjustment if there are the grounds provided for in section 5 hereof;
- store all the Materials, Applications and other information relating to such placement for at least 1 year upon placement. The Executor shall be liable for storage of such data;
- indemnify not later than 10 (ten) calendar days upon the Customer's request for the losses incurred by the latter due to the Executor's failure to follow the guarantees and obligations in relation to placement of the Materials set forth herein.

### 3. Cost of the Services and Payment Procedure

3.1. The fee due to the Executor in connection with provision of the Services for the Materials placement is daily displayed on the Personal account.

3.2. The transfer of funds belonging to the Executor shall be performed by the Customer on the basis of the Executor's request not later than 15 (fifteen) business days upon its receipt. Payment shall be made via PS.

3.3. The request shall be made by the Executor through the software interface and include the statement of: the amount of funds to be transferred; payment details. The request executed with violation of this clause hereof shall be deemed executed in an improper manner and shall not be enforceable.

3.4. The Executor shall bear expenses on payment of the PS fee. The Customer shall deduct the expenses amount from the funds to be transferred under the request and it shall be reflected in the summary report (hereinafter the "Report") over the accounting month.

3.5. The Executor shall be responsible for specifying correct details. The Parties hereby confirm that this condition hereof exercises the Customer's right to assure itself that it has fulfilled the obligation to the proper party. The Customer shall be entitled not to require from the Executor any additional documents confirming the details.

3.6. The Customer may change the amount of fee and other terms and conditions hereof no more than once a month by posting a notice at: uniplace.ir and/or uniplace.com.cy not later than 10 (ten) calendar days prior to the date of such change. In this case the Executor is entitled to terminate the Contract prior to

maturity during this period by sending to the Customer the relevant application using the software interface.

3.7. If until the expiry of 10 calendar days upon posting the notice by the Customer, the Executor's application is not received, the Contract shall be deemed amended with the consent of both Parties.

3.7. The Parties' obligations are expressed in foreign currency.

3.8. Within the settlements between the Executor and the Customer through the PS, the Parties agree that the assessment of payment units expressed in foreign currency shall be carried out by the Parties at the internal current exchange rate of a respective currency set in the software interface as of making the request to effect payment.

3.9. The payment hereunder shall be carried out by means of the PS (via web-money wallet) in e-currency of US dollar at the exchange rate at the date of making the request to withdraw funds from the system. The exchange rate is available at uniplace.ir and/or uniplace.com.cy and daily updated.

### 4. Services Acceptance Procedure

4.1. Within 5 (Five) calendar days after the end of the reporting period, the Executor shall place the information on the uniplace.ir website or on uniplace.com.cy website in the Customer's personal account. Within 5 (five) business days upon placement of the information by the Customer, the Executor shall send to the Customer a reasoned refusal in case of discrepancies.

### 5. Requirements to the Materials

5.1. The Materials placed by the Executor may not contain data contradicting the requirements of the laws of Cyprus and/or of the laws of the country where the Materials are placed. Their placement must not violate intellectual and any other rights of third parties.

The Customer shall take all reasonable actions to comply with the requirements of this clause, however if such violations are detected, cannot be held liable in the absence of guilt.

5.2. The materials may only be provided in text and/or graphic text format.

The materials may be provided in the following form and shall comply with the following requirements:

Hypertext link shall:

- contain no more than 100 meaningful (visible to the end user of the Executor's website) characters;
- contain URL of transition.

Article shall:

- contain no more than 10000 meaningful (visible to the end user of the Executor's website) characters;
- be presented in a text form or in a combined graphic text form.

The materials may be presented in another format if it was stated in the Application by the Parties.

The text of the Materials shall thematically comply with the information posted on the page to which the URL of transition leads or comply with the types of activities, types of services and (or) topic of the website itself to which the URL of transition belongs.

## 6. Liability of the Parties

6.1. The Customer shall guarantee that it has all necessary rights and permissions to distribute the Materials which are required by the laws of Cyprus. By Transferring the Materials to the Executor for placement, the Customer gives its consent for a temporary use by the Executor of the trademarks/other objects of the Customer's intellectual rights (including logos and design) as part of the Materials which are contained in the Materials in order to provide the Services hereunder within the whole period of placement of these Materials.

6.2. In case of non-fulfillment or improper fulfillment by the Executor of its obligations to place the Materials, at the choice of the Customer the Executor shall settle the claims of the Customer, partners and/or Customer's clients in relation to such violations made by the Executor in the form of: a) placing the Materials at the Executor's expense under the same terms and conditions additionally established by the Customer or b) payment of a fine to the Customer in the amount equal to the total cost of the services hereunder.

## 7. Termination of the Contract

7.1. The Customer is entitled to terminate the Contract unilaterally by sending a relevant notice in writing to the Executor and the Executor shall return the advance payment in full not later than 5 (five) business days upon receipt of the above notice.
7.2. The Executor is entitled to terminate the Contract unilaterally if the Customer breaks the conditions of payment terms specified herein for the period of more than 5 (five) business days.
7.3. The Contract may be terminated at any time by mutual consent of the Parties expressed in writing.
Termination shall not relieve the Parties from the obligations, as well as from the liability for breach of the Contract terms.

## 8. Dispute Settlement Procedure

8.1. The Parties shall try to settle all possible disputes arising out of the Contract or in connection with its performance by negotiations.
8.2. The Parties state that all possible claims hereunder shall be considered and settled by the respondent Party within 30 (thirty) calendar days upon receipt.

8.3. If the Parties fail to reach a compromise in the result of negotiations, the dispute shall be submitted for resolution to law courts at the location of the Customer.

8.4. All rights and obligations of the Parties arising out of the execution hereof shall be subject to the laws of the Republic of Cyprus and construed in accordance with it.

## 9. Force Majeure

9.1. The Parties are relieved from responsibility for partial or full non-fulfillment of the obligations hereunder if this non-fulfillment has been caused by force majeure. The force majeure shall hereby mean such circumstances (fire, flood, earthquake, presence or absence of legislative regulations, wars, terrorist acts, etc.) which have arisen after conclusion hereof as a result of unforeseen or unavoidable force majeure circumstances that directly affect its performance. Classification of circumstances as insuperable shall be made upon agreement of the Parties or by means of legal proceedings. In case of force majeure the terms stipulated herein shall be proportionally extended to the duration of such circumstances or their consequences.

9.2. The Party to which it has become impossible to fulfil the obligations due to force majeure shall immediately, not later than within two weeks upon its occurrence, notify the other Party about the beginning and the end of the effect of these circumstances preventing to execute the Contract. Untimely notification about beginning and end of force majeure deprives the Party of the right to refer to them further on.

9.3. If due to force majeure the delay in the execution hereof is more than six months, the Parties are entitled to fully or partially cancel the Contract without indemnification to each other for any expenses and/or losses.

## 10. Final Provisions

10.1. The Contract shall be deemed concluded upon its acceptance by the Executor and valid for one calendar year. If neither Party sends to the other Party the
Contract termination notice 30 (Thirty) calendar days prior to the date of the termination, the Contract shall be deemed prolonged for the next calendar year under the same terms. The number of prolongations is unlimited.
The Parties recognize as acceptance the Executor's registration by completing the registration form posted on the uniplace.ir website and/or on the uniplace.com.cy website indicating the acceptance of the terms and conditions hereof.
10.2. The Contract may be terminated by either Party prior to maturity with a preliminary notice 30 (Thirty) calendar days before the expected date of such termination. This conditions shall not limit the Customer's rights granted to it in other clauses hereof.

10.3. The Parties shall take measures to avoid disclosure of the confidential information transferred by the Parties to each other in writing or otherwise during negotiations or throughout the Contract. The confidential information is all the information related to the terms and conditions hereof or otherwise associated with to the work hereunder.

10.4. The laws of Cyprus shall be applied to all relations of the Parties arising out of this Contract but not settled herein.
10.5. All appendices, amendments and addenda hereto shall be its integral part and valid provided that they are executed in writing, sealed and signed by the authorized representatives of both Parties.

10.6. The Executor may not assign or otherwise transfer its rights (obligations) hereunder without the Customer's consent in writing.

The Customer may at any time assign its rights (requirements) from the Contract with further notice of the Executor within 10 business days.

10.7. The Parties permit to use facsimile. The facsimile signature shall have the same force as the genuine signature of the authorized person.

10.8. The Parties hereby guarantee that they have necessary authorities to enter into this Contract.

10.9. The Contract is made in 2 equally valid copies, one for each Party.

## 12. Details of the Customer

**DEEPDIVE SOFTWARE LIMITED**
Registration number: HE 323783
Address: Ipparchou 57, Agia Zoni, 3027, Limassol, Cyprus
IBAN: LV67 LATC 0501 1565 8001 0
SWIFT:LATCLV22
Bank: AS Expobank
Bank Address: Kr.Valdemara 19, Riga, Latvia,  LV-1010

**Polyxeni Iasonos**