

PUBLIC OFFER TO ENTER INTO A LICENSE AGREEMENT

Twenty-fifth of January two thousand twenty four

The Administration, publishing or sending this offer invites each User who has agreed to the terms and conditions set forth herein in the manner specified in the offer to enter into a license agreement on the terms and conditions set forth below (hereinafter - Contract or Agreement).

The Agreement shall be entered into in a simplified manner by acceptance of this offer by remittance of the Fee.

1. TERMS AND DEFINITIONS

1.1. The Parties have agreed that the following terms and definitions shall have the following meaning for the purposes of this Agreement:

«Administration», «Licensor» – "PAIRTRADINGPRO" LLC (OGRNIP 1256600006838, TIN 6686165607, address: 7 Visherskii, Ekaterinburg, Sverdlovsk Region, Russia, 620135), duly registered in accordance with the laws of the Russian Federation, being the right holder of exclusive rights to the Website and Service.

«User», «Licensee» – any natural person who has reached the age allowed under the applicable law to accept this User Agreement, has the appropriate authority, has free access to the Internet, including the possibility of using the Site, and has registered on the Website.

«Website» - Internet resource located on the Internet, used by Users, in particular, to obtain the opportunity to use the Service, access to which is temporarily provided by the Administration to Users at the following address <https://pairtrading.pro/>. The Website is an information resource, a set of information, which is accessed by means of traditional and publicly available Internet browser (Internet Explorer, Firefox, Safari, Opera, Flock, Maxthon, Google Chrome and other various versions) and otherwise using a unified index of the location of the information resource, consisting of letters, digits and other signs, allowing to uniquely determine its location in the Internet, including the mobile version of the Site, mobile application, intranet and ftp-server, as well as its subdomains and versions of other hardware platforms.

The Website is a complex object, the development of which is arranged by the Administration. It includes software, databases, software codes, know-how, algorithms, design elements, fonts, logos, as well as text, graphic and other materials, information, texts, graphic elements, images, photo, audio and video materials and other results of intellectual activity. Exclusive rights to the Website and any of its components belong to the Administration as a right holder or licensee on the basis of law, contract or other transaction.

«Service», «Software» – software named "PairTrading.Pro", the access to the use of which is provided by the User through the Website. The Software includes computer programs, mobile applications, websites, as well as their components and individual elements, including, but not limited to: databases, software codes, underlying know-how, algorithms, design elements, fonts, logos, as well as text, graphics and other materials, documentation thereof, inventions, processes, methods, ideas, written materials, other results of intellectual activity. Exclusive rights to the Software and any of its components belong to the Administration as a right holder or licensee under the law, contract or other transaction.

«License» - granting the User the right to use the Software in accordance with the terms and conditions stipulated herein, with the Administration retaining the right to grant licenses to other persons (non-exclusive license) throughout the world during the License Term without the right to sub-license.

«Method of Use of the Software» - the method of use of the Software, which means either the method of use of the Software by means of the Local Version of the Software or by means of SaaS. The method of use of the Software is determined depending on the Tariff.

«SaaS» (Software as a Service) – a method of use of the Software, a model (technology) for the automated provision of remote access to the Software to Licensee at Licensee's request using cloud storage, the Website, browsers, Licensee's software without downloading the Software to Licensee's own PC or mobile device.

«Local version of the Software», «distribution kit», «sample» – method of use of the Software, recorded on a tangible/electronic medium Software in electronic form (in the form of program code files) uploaded to the Licensee's server by the Licensee independently.

«Subscription» - providing the User with an opportunity to access the functionality of the Software for a limited period of time. The Subscription period and other terms of the Subscription shall be determined depending on the selected type of Subscription and the Tariff.

«Subscription Period», «License validity period» - period, duration of the Subscription offered by the Administration and selected by the User.

«Remuneration», «Remuneration of the Administration», «License fee» - the amount of monetary remuneration of the Administration for granting the License, paid by Users on prepayment terms in accordance with the Tariffs.

«**Tariff**», «**Tariff plan**» - the set of modules, technical and functional parameters of the Software offered by the Administration, the term of the License, and the corresponding License Fee. The Fee Schedule is set by the Administration and is not subject to change, except for changes made by the Licensor. The Fees are published on the Website at the following link: <https://pairtrading.pro/tariffs>

«**Trial period**», «**Demo access**» – the period during which the Licensee, at the discretion of the Licensor, is provided with trial (demonstration) access to the Software through the Website, with possible limitations on the functionality of the Software at the discretion of the Licensor, for a period set by the Licensor, which may be no more than 7 (seven) calendar days at the discretion of the Licensor.

«**Offer**» - this document, the Administration's public offer addressed to the User to enter into the Agreement on the terms and conditions contained in the Offer.

«**Acceptance**» - full and unconditional acceptance by the User of the terms and conditions of the Offer. Acceptance is the fact of payment of the Remuneration by the User in any way provided by this Offer. From the moment the User accepts the Offer, the Agreement shall be deemed executed.

«**Account**», «**Personal account**», «**Account**» – a set of records in the Administration database, identifying the User with the login credentials (login and password) specified by the User during registration, and allowing the User to manage the Website parameters.

«**User documentation**» – instructions, information materials, license agreements explaining the procedure of using the Service and which are an integral part hereof

«**Personal details**» – any information related to a natural person (personal data subject), including his/her surname, name, patronymic, year, month, date and place of birth, address, e-mail address, telephone number, marital, social, property status, education, profession, income and other information.

«**Simple electronic signature**» – an electronic signature which, through the use of codes, passwords or other means, confirms the fact of formation of an electronic signature by a certain person in accordance with this Agreement.

«**Messenger**» – information system and/or software (mobile application, web service, web application, etc.), which are designed and/or used to receive, transmit, deliver and/or process electronic messages from Internet users (e.g. Skype, WhatsApp, Viber, etc.).

«**Device**» – a PC, mobile device or virtual machine running an operating system compatible with the Website with a suitable web browser installed.

«**Checksum**» – some value (sequence of symbols) calculated from a set of data by applying a certain algorithm, used under this Agreement to verify the integrity (authenticity) of electronic files during their transmission or storage. For the purposes hereof, the calculation and verification of Checksums shall be performed by applying the MD5 and SHA256 algorithms.

«**Applicable law**» – the legislation of the country in which the Administration is registered or of which it is a resident. In some cases, the applicable law may mean the law of the country in which the User resides or of which he is a resident, if such legislation establishes the priority of its rules over the rules of this policy.

1.2. All other terms and definitions appearing in the text thereof shall be interpreted by the Parties in accordance with applicable law, the current recommendations (RFC) of international Internet standardization bodies and customary rules of interpretation of the relevant terms in the Internet.

1.3. The titles of the headings (articles), as well as the structure of this Agreement are intended solely for convenience of use of the Agreement text and have no literal legal meaning.

2. SUBJECT OF THE AGREEMENT

2.1. Pursuant to this Agreement, the Licensor grants a License to the Licensee to use the Software by means of the Software Usage Method on the terms and conditions provided for herein, and the Licensee shall accept such License.

2.2. Pursuant hereto, the License is granted with respect to the Software and auxiliary tools.

2.3. The Parties have expressly agreed that the scope and functionality available for use under the Software differs depending on the Fee Schedule selected by the Licensee.

2.4. The Software license is granted to the Licensee for the term of the License (term license) to use the Software on the Territory.

2.5. The License is granted to the User for a Fee.

2.6. The License is granted to the User for the Subscription Period solely for the User's personal purposes and needs by viewing, displaying and displaying on the screen of the Device solely within the Service. The License is granted for the Access Period worldwide.

2.7. The Parties have expressly agreed that the scope of the Subscription depends on the terms and conditions of the License selected by the User through the Website. Specific terms and details of the License are set and available for review on the Website.

2.8. Access to the Software shall be granted to the User immediately upon Acceptance of the Agreement. The License shall be deemed granted to the User and accepted by the User from the moment of Acceptance. The Administration's obligations to provide the License to the User shall be deemed to be performed in full from the moment of the Acceptance. The License Acceptance Act is not required.

3. LICENSE TERMS OF USE

3.1. The Software, its components and separate parts (including, but not limited to: other software, databases, software codes, underlying know-how, algorithms, design elements, fonts, logos, as well as text, graphics and other materials) are intellectual property objects protected under Russian and international law, any use of which is allowed only with the Licensor's permission.

3.2. The Licensor hereby grants the Licensee a License for the Term of the License with restriction of the territory of validity of such license to the Territory for the use of software by means of the Software Usage Method solely for the Licensee's personal needs within the Territory in accordance with the functional purpose of the Software.

3.3. The License usage method is determined depending on the Tariff plan.

3.4. In case the way of using the License is SaaS, the Licensee may use the License in the following ways:

- public display of the Software, i.e., any demonstration of the original or a copy of the Software directly or on a screen by means of a film, slide, television frame or other technical means in a place open to the public or in a place where a significant number of persons not belonging to the usual family circle are present, regardless of whether the Software is perceived at the place of its demonstration or in another place simultaneously with the demonstration of the Software;
- performing actions necessary for the operation of the Software (including in the course of its use in accordance with its intended purpose);
- adaptation of the Software, i.e. modifications made for the purpose of operating the Software on specific user hardware or under the control of specific user software, but only by the Licensee and its employees, without the right to engage third parties and without the right to modify the program/source code of the Software, as well as without the right to transfer the source code of the Software to anyone else;

3.5. In the event that the License usage method is the Local Version, Licensee may use the License in the following ways:

- reproduction of the Software, i.e. making one or more copies of the Software or any part thereof in any material form, including electronic media or computer memory, but only by the Licensee and its End Users, without the right to engage third parties and without transferring the source code of the Software to anyone other than its End Users;
- making copies of the Software in any quantity and for any purpose, including for archival purposes or to replace a lawfully acquired copy in cases where such copy is lost, destroyed or rendered unusable, but only with the separate written consent of the Licensor, by the Licensee and its End Users, without the right to engage third parties and without transferring the source code of the Software to anyone other than its End Users;
- public display of the Software, i.e., any demonstration of the original or a copy of the Software directly or on a screen by means of a film, slide, television frame or other technical means in a place open to the public or in a place where a significant number of persons not belonging to the usual family circle are present, regardless of whether the Software is perceived at the place of its demonstration or in another place simultaneously with the demonstration of the Software;
- performing actions necessary for the operation of the Software (including in the course of its use in accordance with its intended purpose);
- adaptation of the Software, i.e. making changes to make it function on specific user hardware or under the control of specific user programs, but only by the Licensee and its employees, without the right to engage third parties and without the right to make changes to the program/source code of the Software, as well as without the right to transfer the source code of the Software to anyone else.

3.6. The Licensor, at the same time as granting the License for the Software to the Licensee, grants the Licensee its consent to the following:

- use of the software exclusively with the name of the Licensor as the right holder in each such use;

3.7. This Agreement does not provide for the transfer of rights to the Software or other intellectual property of Licensor (or any part thereof), except for the License, which is granted hereunder. Nothing in this Agreement shall constitute an assignment of Licensor's intellectual property rights or a waiver of such rights on the basis of law.

3.8. If the Licensee translates, revises, modifies, adapts, corrects errors or makes any other changes to the Software with the Licensor's consent, the exclusive rights to such changes belong to the Licensee.

- 3.9.** The User is solely responsible for the compatibility of his/her device with the Software. The Administration shall not be liable for impossibility to use the Software, as well as low quality of transmission due to the specifics of the Device operation and the quality of communication/data transmission over the Internet.
- 3.10.** The Administration shall be entitled to use the information (anonymized data) received from the User for the purposes of its consolidation, analysis, marketing and other research, by any means provided for by applicable law.
- 3.11.** The User shall not use the License for purposes prohibited by law or for purposes that violate the rights of third parties.
- 3.12.** The User agrees that he will reimburse the Administration for losses incurred in connection with the use of the User License in violation hereof and the rights (including intellectual, informational, etc.) of third parties.
- 3.13.** The User shall not be entitled to:
- 3.13.1.** store, install or use the Software outside the limits established by the Administration;
 - 3.13.2.** provide third parties with access to the Software by any means whatsoever;
 - 3.13.3.** sublicense;
 - 3.13.4.** create any products and services using the Software, other intellectual property objects within it, as well as the information made available to the User through the Software;
 - 3.13.5.** modify and remake the Software and other intellectual property objects within it by any means and for any purpose whatsoever;
 - 3.13.6.** remove or modify any copyright information of the Administration;
 - 3.13.7.** use the Software for the purpose of defaming the business reputation of the Administration.
- 3.14.** The User's technical support shall be provided upon his/her request made by the methods provided for in the Agreement for the exchange of notices, messages and documents, including by means of the Personal Account, e-mail. Consultation of the User's technical support specialist can be provided only on issues related to the functioning and use of the Service. The Administration does not provide consultations on issues not related to the operation of the Service. The term of technical support is determined at the discretion of the Administration.

4. WARRANTIES AND LIMITATIONS, REPRESENTATIONS ABOUT CIRCUMSTANCES

- 4.1.** Licensor warrants that it is the direct and sole right holder of the Software and that it has strictly complied with the requirements of the law in acquiring exclusive rights thereto.
- 4.2.** The Licensor warrants that it has all legal grounds to grant the Licensee a license for the Software hereunder.
- 4.3.** The Licensor warrants that there are no disputes in respect of the Software, the exclusive rights to it are not under arrest, restriction or prohibition, or encumbered by any rights of third parties, are not disputed by anyone, are not invalidated or terminated.
- 4.4.** The Licensor warrants that by the time of entering into this Agreement, the exclusive rights to the Software have not been granted or transferred to third parties.
- 4.5.** The Licensee is solely responsible for the safety and confidentiality of registration data: logins, passwords. All actions performed using the Licensee's logins and passwords are considered to be performed by the Licensee. The Licensee is solely responsible to third parties for all actions performed using the Licensee's logins and passwords.
- 4.6.** The Parties guarantee each other that they have the necessary legal and legal capacity to carry out their business, enter into and execute this Agreement, that the execution hereof does not require approval by their governing bodies, other coordination or compliance with a special procedure for transactions in accordance with the requirements of the legislation and registration/ constituent documents, as this Agreement is not a transaction for them beyond their ordinary business activities. The persons who have signed and entered into this Agreement on behalf of the Parties have full powers to do so.
- 4.7.** All information and documents provided by the Parties to each other in connection with the execution hereof are true. The Parties have not concealed from each other any circumstances that could, upon their discovery, adversely affect the decision of each of the Parties regarding the execution hereof.
- 4.8.** Execution of this Agreement does not violate any rights and obligations of the Parties to third parties.
- 4.9.** Neither of the Parties participates and is not connected in any way with any transaction or other obligation under which it is in a situation of default on its obligations, or is obliged to fulfill its obligations ahead of schedule, or participation in which may adversely affect the Party's ability to fulfill the obligations assumed by it under this Agreement, about which the other Party has not been informed.
- 4.10.** The Licensee agrees that the Licensor does not provide legal advice and recommendations regarding laws or requirements that apply to the Licensee or end users of the Software, as well as regarding the Licensee's compliance with applicable laws and requirements, including those related to the protection of the rights of personal data subjects whose personal data may be processed through the Software, as well as other confidential information that may be processed through the Software..

4.11. The Licensee agrees that he/she will never, under any circumstances, use the Software for any purpose prohibited or restricted by applicable law.

4.12. The Licensee agrees that he will reimburse the Licensor for any losses incurred by the latter in connection with the Licensee's use of the Software, in violation hereof and the rights (including intellectual, informational and other) of third parties.

4.13. The Administration shall make all reasonable efforts to ensure stable operation of the Software, however, the Software is provided to the User on an "as is" basis. This means that the Administration:

- does not guarantee the absence of errors in the operation of the Software;
- is not responsible for uninterrupted operation of the Software and its compatibility with the software and hardware of the User and other persons;
- is not responsible for the compatibility of the Software with other software and equipment of the Licensee;
- shall not be liable for any damages that have arisen or may arise in connection with or during the use of the Software;
- shall not be liable for failure to perform or improper performance of its obligations due to failures in telecommunication and energy networks, actions of malicious programs, as well as unscrupulous actions of third parties aimed at unauthorized access and (or) disabling the software and (or) hardware complex of the Administration;
- shall not be liable for the compliance of the Software with the User's goals, expectations and requirements;
- shall not be liable for financial and investment decisions of Users, whether or not they are based on information obtained through the Software;
- shall not be liable for any losses incurred by the User due to direct or indirect use of the information obtained through the Software;
- shall not guarantee the existence of profit or any income, as well as the absence of losses of the User, when using the information obtained with the help of the Software.

4.14. The user warrants that he:

- Understands that the information received by him with the help of the Software is of educational nature only and is not a recommendation or a call to action or to make any decisions, including financial and investment by the User.
- Understands that he independently makes and takes responsibility for his own financial and investment decisions within the financial market.
- Understands that the indicators and information obtained by the User with the help of the Software are not a guarantee of achieving any financial indicators and other results that the User is potentially striving for.

5. REMUNERATION

5.1. The granting of the License hereunder shall be performed on a reimbursable basis for a Fee.

5.2. The License Fee is set in accordance with the scope of a particular Tariff plan. The License Fee is fixed and is not subject to reduction and refund in case the Licensee has not used/is not using the granted license for the Software.

5.3. The Licensor is entitled to change the terms and conditions of the Fee Schedule (including the License Fee) at its own discretion. In this case, the License Fee paid by the Licensee at the time of changing the terms of the Fee Schedule shall not be recalculated.

5.4. The License Fee shall be paid in the form of prepayment by transferring funds to the Licensor's settlement account.

5.5. The Licensee is entitled to extend the License Term for a similar period of time. In order to extend the License Term, the Licensee shall pay the License Fee for the next term not later than one day prior to the date of expiration of the License Term. The License Term is renewed automatically for a new term on the date of payment by the Licensee and begins to run on the date of expiration of the previous License Term. The number of renewals is unlimited.

5.6. Should the Licensee fail to pay the License Fee within the term stipulated by the Agreement, the Agreement shall be deemed terminated as of the day following the day when the Licensee should have made the payment. In such case, the Licensor may also block the Licensee's access to the Software.

5.7. The moment of fulfillment of the Licensee's payment obligation hereunder is the moment of receipt of funds to the Licensor's account.

5.8. The User is entitled to entrust the fulfillment of payment obligations to another person. Unless otherwise agreed additionally, the person offering payment for the User shall be deemed to be a person authorized by the User.

5.9. In cases stipulated by applicable law, in case of non-cash payment, the cashier's check is sent to the e-mail address specified by the User in his account.

5.10. The Administration shall not be liable for the activities of the payment systems used to pay for the Subscription.

5.11. When paying for an order with a bank card, the payment is processed on the bank's authorization page, where you must enter your bank card details: Card type, Card number, Card expiration date, CVC2/CVV2 code, If your card is connected to the

3D-Secure service, you will be automatically redirected to the page of the bank that issued the card to go through the authentication procedure. For information on the rules and methods of additional identification, contact the Bank that issued your bank card.

6. LIABILITY OF THE PARTIES

- 6.1.** The Party that fails to fulfill or improperly fulfills its obligations hereunder shall reimburse to the other Party the losses caused by such non-fulfillment.
- 6.2.** The User is informed about the most important functional properties of the Website and the Software. The Administration shall not be liable for failure of the Software to meet the User's expectations and needs, for improper functioning of the Software on the User's Device, as well as for any loss, damage, regardless of the reasons for its occurrence, (including, but not limited to, special, incidental or consequential damages, losses associated with lost profits, interruption of commercial or industrial activity, loss of business information, negligence, or any other losses), arising from the use of the Software on the User's Device.
- 6.3.** In case the User violates the terms of use of the License, this Agreement, as well as in case of modification/attempts to modify, distribute or any other interference with the program code of the Software, the User shall reimburse the Administration for any losses (real damage and lost profits) that arise to the Administration as a result of the User's violation of the obligation hereunder, as well as any fines in accordance with applicable law.
- 6.4.** The Parties shall not be liable for the consequences arising from the provision of documents by the other Party that do not correspond to reality.
- 6.5.** In other cases the Parties shall be liable for non-fulfillment or improper fulfillment of obligations hereunder in accordance with the applicable law.

7. FORCE-MAJEURE

- 7.1.** The Party shall be exempted from liability for partial or full non-performance of obligations hereunder if it proves that proper performance was impossible due to force majeure, i.e. extraordinary, unforeseeable and unavoidable circumstances that arose during the performance of obligations hereunder, which could not have been reasonably expected at its execution, or avoided or overcome, as well as beyond the control of the Parties hereto.
- 7.2.** Force majeure circumstances include, inter alia: hostilities (declared or actual war), civil unrest, mass diseases (epidemics, pandemics, etc.), strikes, blockades, natural disasters (earthquake, flood, hurricane, etc.), fire, terrorist acts, sabotage, transportation restrictions, governmental prohibitive measures, prohibition of trade transactions, including with certain countries, due to international sanctions, as well as disconnection of data centers located in the territory of the country where the Administration is located from the global Internet and blocking of servers or connections by supervisory authorities.
- 7.3.** The force majeure circumstances do not include, in particular, entrepreneurial risks such as breach of obligations on the part of the debtor's counterparties, the debtor's lack of necessary funds, as well as financial and economic crisis, changes in the exchange rate, devaluation of the national currency, criminal actions of unidentified persons.
- 7.4.** In the event of force majeure circumstances specified in this Article, each Party shall without delay notify the other Party of them in writing, including by sending an e-mail or instant messenger message. The notice shall contain data on the nature of the circumstances, as well as official documents confirming the existence of these circumstances and, if possible, providing an assessment of their impact on the possibility of fulfillment by the Party of its obligations hereunder.
- 7.5.** If a Party fails to send or untimely sends the notice provided for in this Article, it shall compensate the other Party for the losses incurred.
- 7.6.** In cases of force majeure circumstances envisaged by this Article, the deadline for the fulfillment of the Party's obligations hereunder shall be postponed commensurately with the time during which these circumstances and their consequences are in force, if such change of deadlines is possible and/or appropriate.
- 7.7.** In the event that it is impossible and/or inexpedient to change the terms of fulfillment of obligations hereunder by the Party, or the occurrence of force majeure circumstances and their consequences continue to exist for more than 2 (two) months, the Party shall be entitled to refuse to fulfill this Agreement with reference to the impossibility of fulfillment of obligations hereunder due to the occurrence of force majeure circumstances, if additional negotiations to identify acceptable alternative ways of fulfillment of this Agreement are not carried out within a reasonable period of time. The initiating Party shall notify the other Party of its refusal to fulfill its obligations hereunder within a reasonable period of time.
- 7.8.** If a Party refuses to fulfill this Agreement referring to the impossibility of its fulfillment due to force majeure circumstances, this Agreement shall terminate upon expiration of 30 (thirty) calendar days from the date of receipt of the notice by the other Party.

8. CONFIDENTIALITY

8.1. The Parties shall maintain the confidentiality of all information transmitted to each other through both protected and unprotected communication channels, regardless of the presence or absence of markings indicating the confidentiality status of the transmitted information, except in cases where such disclosure occurred for reasons beyond the control of the Parties, as well as except as provided for by applicable law.

8.2. By confidential information the Parties mean any information (messages, data), regardless of the form of their submission, exchanged by the Parties, including but not limited to: technical, financial, business information (client bases, information on clients and transactions with them, etc.), data, schemes, plans, specifications, documents, trade secrets, ideas, concepts, products, processes, technologies, *цeнaми*, trade secrets (know-how, passwords, technical logs, information about third parties, authorization data for access to servers, personal computers, etc.), intellectual property objects (including discoveries, inventions, rationalization proposals, etc.), utility models, designs, industrial designs not patented for any reason, computer programs, databases, trademark designs not registered for any reason, texts, audio recordings, music, graphics, comics, drawings, designs, layouts, photographs and other works of science, literature and art). For the purposes hereof, confidential information may be presented in any form, including electronic messages or electronic files containing any type of data, including text, images, photos, audio, video, documents and other information, as well as transmitted verbally. The confidential information is not the information that has become publicly known, access to which has been made available to third parties without restrictions, or otherwise made publicly available through no fault of the receiving Party (but not before its public dissemination) in respect of which it can be proved by the receiving Party that it already possessed such information at the time it was provided by the transmitting Party or that such information was provided without any obligation of confidentiality. Nor shall information for which it can be proved by the receiving Party that it was created without reference to the confidential information of the transmitting Party be treated as confidential information.

8.3. The confidential information may be transmitted to the receiving Party:

8.3.1. verbally, subject to audio or video recording;

8.3.2. on a tangible medium;

8.3.3. in electronic form with provision of protection measures against unauthorized access to the transmitted confidential information, including via e-mail, messenger, cloud data storage, collaboration software;

8.3.4. by providing access to information systems and information and telecommunication networks of the transmitting Party under conditions of confidentiality of information contained therein (remote access to the local computer network, databases, other files, provision of a virtual workplace, access to third party web services used in the Party's activities (e.g., Google Disk, Microsoft OneDrive, etc.).

8.4. When transmitting confidential information containing objects of intellectual activity (including know-how, discoveries, inventions, rationalization proposals, utility models, designs, industrial designs not patented for any reason, software programs, databases, trademark designs, not registered for any reason, texts, audio recordings, music, graphics, comic books, drawings, designs, models, photographs and other works of science, literature and art) in addition to confidentiality, the receiving Party shall respect the intellectual rights to the intellectual property received, regardless of its registration status and/or the need for such registration.

8.5. All intellectual rights to intellectual property transmitted as part of confidential information to the receiving Party, including source code and object codes of software and websites, website designs, texts, audio recordings, music, graphics, graphics, comics, drawings, designs, layouts, photographs and other works of science, literature and art, shall belong to the respective transmitting Party, unless otherwise specified herein or directly upon transmission of confidential information.

8.6. When receiving objects of intellectual activity as part of confidential information, the receiving Party shall be entitled only to familiarize with such objects, without the right to use them in any way, unless otherwise specified in other sections hereof or directly upon transfer of confidential information. In any case, this Agreement shall in no case provide for the transfer of any rights to intellectual property belonging to the respective transferring Party. Nothing in the Agreement shall constitute an assignment of intellectual property rights or a waiver of such rights on the basis of legislation.

8.7. The receiving Party may not (including may not authorize anyone to) modify, copy, transfer to third parties, create derivative works, disassemble the intellectual property into component parts or source codes, decompile or otherwise attempt to obtain the source code of the software or any part thereof, unless separately authorized in writing by the transferring Party to do so. Otherwise, the receiving Party shall be fully liable for such actions under applicable law.

8.8. If the receiving Party gains access to the information systems and information and telecommunication networks of the transmitting Party in order to familiarize with confidential information for the purposes of this Agreement, the receiving Party shall equally comply with all restrictions established by this Agreement, both with respect to confidential information that became known to it as a result of gaining access to the information systems and information and telecommunication networks of the transmitting Party, and with respect to intellectual property objects.

8.9. The receiving Party shall take all necessary measures to protect confidential information received from the transmitting Party. Protection measures against unauthorized access to the transmitted confidential information in electronic form shall be deemed sufficient when the transmitting Party has ensured confidentiality of authorization data used for access to the information system providing for the transmission and storage of confidential information (e.g. login and password for a personal computer, e-mail, messenger, local computer network, database, virtual workplace, third party web services, etc.).

8.10. The receiving Party shall, at the first request of the transmitting Party, transfer all originals and copies of media containing confidential information no later than the first business day following the day of receipt of the transmitting Party's request, destroying or clearing all archive or other copies of media containing confidential information on its devices.

8.11. The receiving Party shall be responsible for the actions of its employees (co-executors, sub-executors) with confidential information as for its own, and the receiving Party shall enter into agreements with its employees (co-executors, sub-executors) on non-disclosure of confidential information on similar terms and conditions or include a relevant clause in labor contracts with employees or civil law contracts with co-executors and/or sub-executors.

8.12. The Receiving Party guarantees the fulfillment by its employees and subcontractors of all laws, regulations, rules, guidelines, recommendations, regulatory acts and court decisions within the framework of the applicable legislation and other countries, if they are involved in the preservation of confidential information, in the course of work hereunder.

8.13. Disclosure of confidential information within the framework of this Agreement shall mean an action or inaction of one of the Parties to the Agreement, as a result of which confidential information becomes known to third parties without the consent of its owner. In this case, the form of disclosure of confidential information to third parties (verbal, written, using technical means, etc.) does not matter.

8.14. It shall not be a breach of confidentiality to provide confidential information at the lawful request of law enforcement and other authorized state bodies and officials in cases and in accordance with the procedure provided for by applicable law, to provide confidential information to employees of the receiving Party, its co-executors and/or sub-executors to perform their assigned tasks, provided that they comply with similar requirements on confidentiality of the received information, as well as publicly, orally or in writing

8.15. In case of disclosure of confidential information to the specified bodies and/or persons, the disclosing Party shall notify in writing the owner of the confidential information about the fact of its disclosure, its content and the body to which it was provided, not later than 2 (two) business days from the date of disclosure.

8.16. Liabilities related to compliance with confidentiality conditions shall be valid for an unlimited period of time, including after termination of this Agreement for any reason.

8.17. In case of disclosure by a Party of confidential information received from the other Party, the guilty Party, which allowed such violation, shall compensate all losses caused by this, including lost profit, within 5 (five) days after receipt of a corresponding written request of the affected Party.

9. DISPUTE RESOLUTION AND SETTLEMENT OF CLAIMS

9.1. All disputes and claims shall be settled in accordance with the provisions of this Agreement, and in case of failure to settle them - in accordance with the procedure established by applicable legislation.

9.2. Any questions, comments and other correspondence of the User should be sent to the Administration by e-mail using the methods provided herein for the exchange of notices, messages and documents. The Administration shall not be liable and shall not guarantee a response to inquiries, questions, suggestions and other information sent to it by any other means.

9.3. Claims arising in relation to this Agreement shall be sent to the Administration via e-mail by means provided for in this Agreement for the exchange of notices, messages and documents. The Administration shall within 10 (ten) business days to consider this claim, if necessary, sending a letter stating its position to the e-mail address specified in the claim. In this case, the Administration does not consider the claims of Users who cannot be identified on the basis of the data provided to them during registration (including anonymous claims). If it is impossible to resolve the claim through negotiations, the dispute shall be resolved in court in accordance with this Agreement.

9.4. The User and the Administration agree that if it is impossible to resolve disputes arising in relation to this Agreement through negotiations, such disputes shall be resolved by the parties in court at the location of the Administration under the applicable legislation rules.

10. VALIDITY TERM OF THE AGREEMENT AND ITS TERMINATION

10.1. This Agreement is entered into between the Parties for the Term of Access.

10.2. 11.2 Unilateral extrajudicial termination of this Agreement shall be allowed in the following cases:

- cessation of business activities by the other Party, its liquidation or bankruptcy;
- violation by the User of the terms of use of the License or other terms of the User Documentation;
- disclosure of confidential information by the other Party, which became known within the framework of this Agreement.

10.3. In case there are grounds for unilateral termination of this Agreement, the initiating Party shall send to the other Party a notice of termination of this Agreement 14 (fourteen) calendar days prior to the expected moment of its termination.

11. AGREEMENT BETWEEN PARTICIPANTS OF ELECTRONIC INTERACTION

11.1. The rules set out in this section are an agreement between the Parties hereto, as participants (parties) of electronic interaction, which establishes cases where electronic documents (including primary accounting documents) signed with a simple electronic signature are recognized as equivalent to paper documents signed with a handwritten signature.

11.2. From the moment of entering into this Agreement, the Parties may exchange any electronic documents and electronic messages, as well as, respectively, enter into contracts, agreements, transactions and unilateral actions between themselves, signing them with a simple electronic signature in accordance with the procedure established by this section. In particular, it becomes available for the Parties to sign such documents as consent to personal data processing, withdrawal of consent to personal data processing, consent to receive promotional mailings, withdrawal of consent to receive promotional mailings and other documents with a simple electronic signature.

11.3. Information in the form of an electronic document or electronic message sent by one of the Parties to the other Party shall be legally effective only if it is either sent to the corresponding e-mail address of the receiving Party from the e-mail address of the sending Party specified in this Agreement or during Registration on the Website, or it is sent to the other Party via collaboration software, or it is sent to the other Party via messenger.

11.4. The Parties agreed to consider the existence of relevant records in the information systems of e-mail operators, messengers, collaboration software or the Website as evidence of the fact of sending or receiving information. As evidence of such records, the Parties have agreed to consider as reliable also screenshots from devices from which it is possible to access such information systems.

11.5. When transmitting information in the form of electronic files, a Checksum (Hash Sum) value may be used to confirm their authenticity (immutability).

11.6. For the purposes hereof and any other transaction between the Parties, information in electronic form sent by one Party from its e-mail address to the e-mail address of the other Party shall be deemed to be signed with a simple electronic signature in the form of an e-mail address (login) contained in the e-mail message itself, a simple electronic signature key (password) applied in accordance with the rules established by the e-mail service provider and the e-mail message containing information indicating the Party from which it is sent.

11.7. For the purposes hereof and any other transaction between the Parties, information in electronic form sent by one Party to the other Party by means of a messenger is considered to be signed with a simple electronic signature in the form of the sending Party's identifier in the messenger, which is contained in the electronic message itself, the simple electronic signature key (password) is applied in accordance with the rules established by the messenger operator and the electronic message contains information indicating the Party on whose behalf the message was sent.

11.8. For the purposes hereof and any other transaction between the Parties, information in electronic form sent by one Party to the other Party by means of collaborative software shall be deemed to be signed by a simple electronic signature in the form of the sending Party's identifier in the collaborative software (login), which is contained in the electronic message itself, the simple electronic signature key (password) shall be applied in accordance with the rules established by the operator (owner) of the software.

11.9. Information in electronic form signed by a simple electronic signature of the sending Party shall be considered by the Parties as an electronic document equivalent to a paper document signed by a handwritten signature of the respective Party. All documents, notices and communications sent by the Parties to each other in accordance with this Section shall be recognized as official correspondence both under this Agreement and any other transaction between the Parties, and shall have the force of a legally significant written document. Messages originating from the respective e-mail address, messenger ID or phone number, from the account of the Collaboration Software shall be deemed to be messages originating from the respective Party hereto. Scanned copies of documents signed by the Parties (contract, additional agreements, annexes, acts, notifications, claims and other documents) are equal to paper documents with personal signatures of the Parties.

11.10. Each Party shall keep confidentiality of the simple electronic signature key in the form of login and password from the information system of the operator of e-mail services, messenger, software for joint work. In case of unauthorized access to the specified login and password, their loss or disclosure to third parties, the Party shall immediately notify the other Party and take measures to restore access and/or replace the login and password.

11.11. This Agreement, acts, notices, claims, other documents and electronic messages sent by the Parties to each other may contain links to information resources on the Internet (websites, website pages, etc.). A Party shall notify the other Party of the impossibility to follow the link received from it, occurrence of an error, lack of necessary information or its inconsistency with the previously agreed information when following the link received within 3 (three) days from the date of receipt of the link, otherwise, the Party that sent the link shall be entitled to consider that the other Party has accessed the information provided by the Party that sent the link after following such link and has no objections to that fact.

12. FINAL PROVISIONS

12.1. Documents, notifications and communications hereunder, including those related to its amendment or termination, may be sent either in writing in the form of a paper document or in electronic form in accordance with the agreement between the participants of electronic interaction. In particular, by sending an electronic message to the respective e-mail address, by sending an electronic message via messenger or by exchanging messages via collaboration software.

12.2. Any document, notice or communication in writing, if sent in the form of a paper document, shall be legally effective only if sent by one of the Parties to the other Party to the address specified in this Agreement. The document, notice or communication may be delivered personally or sent by registered mail and shall be deemed received:

- when delivered in person - on the date of delivery;
- when sent by registered mail - on the date specified in the receipt confirming delivery of the respective mail by a communication organization.

12.3. Assignment of rights (claims) hereunder shall be made upon written agreement of the Parties, except for cases of transfer of rights (claims) by virtue of law.

12.4. In case of bankruptcy, reorganization, legal succession, change of address, current account, other details affecting the proper performance of the Agreement, the Parties shall notify each other within five days from the moment of occurrence of such circumstances. No additional agreement hereto is required to be entered into between the Parties.

12.5. Any amendments and additions hereto shall be valid when executed in the form of additional agreements, including those executed by means of exchange of electronic messages signed with a simple electronic signature in accordance with the agreement between the parties to the electronic interaction, as well as in the format of the Offer and Acceptance, if so provided for by the Agreement, and being an integral part hereof.

12.6. The granting of the License hereunder shall not be subject to state registration, as well as the Agreement itself.

12.7. The legislation to be applied to this Agreement shall be the applicable legislation.

12.8. The date of signing and execution of this Agreement shall be the date of Acceptance of the Offer by the User.

12.9. The current version of the Agreement shall be posted on the Internet at the following address:
https://pairtrading.pro/pdf/License_agreement_en.pdf

12.10. 13.10. The Administration reserves the right to unilaterally and without prior notice to Users change the terms of the Agreement, posting the final version of the Agreement on the Website at the above address 10 (ten) days prior to the changes coming into force. Provisions of the new version of the Agreement become binding for all previously registered Users of the Website from the date of its entry into force.

13. DETAILS

"PAIRTRADINGPRO" LLC OGRNIP 1256600006838, TIN 6686165607 Address: 7 Visherskii Lane, Ekaterinburg, Sverdlovsk Region, Russia, 620135

E-mail: support@pairtrading.pro