Public Offer Contract
of rendering services for the use of the Ikarus platform

This public offer contract of rendering services for the use of the Ikarus platform (the "Contract") is a contract between an entity using the Company's Services (the "Customer") and the "Company" and applies to Customer's use of the Company's Services.

This Contract is an electronic document and does not require to be signed. The Contract can be translated by the Customer into all languages without the consent of the Company. The translated versions can be used for information only. In case of any discrepancy between the English version of this Contract and translation, the English version shall take precedence.

This Contract comes into force from the date of full and unconditional acceptance of this Contract (i.e., confirmation from the Customer who received the offer of its consent to enter into this Contract) without any exemptions and reservations, or the date of any action made by the Customer that indicates the Customer's consent with the terms of this Contract, including but not limited to, the sending (by any method) application for purchasing Services, providing a letter of guarantee, etc.

The fact of acceptance by the Customer of the terms of this Contract and the fact of accession to the Contract is to purchase the Services either through the Panel or by using the capabilities of the REST / MQTT API, or making a prepayment (whichever occurs earlier). The prepayment date or the date of purchase of the Services is considered the date of conclusion of the Contract.

For purposes of this Contract:

"access details" mean wallet address, secret phrase, login, and password. These details are used to identify the Customer by the Customer authorization in the Panel;

"Channel" means an entrance point for telematics devices to ikarus network. Configured channel starts to listen to new TCP/UDP connections from tracking devices on specified host:port. One channel can communicate with devices using only one protocol configured for it;

"Company" means a legal entity on whose behalf an invoice is issued and called:

(a) Gurtam UAB established under the law of Delaware, A. Bokeihan street, 42 office 98 Astana, Kazakhstan

(b) any other Affiliate that means, with respect to a specified entity, (a) an entity that directly or indirectly, through one or more intermediaries, owns more than 50% of the outstanding voting securities of the Company, and (b) an entity that directly or indirectly through one or more intermediaries, is controlled by the Company, in each case where the term control means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest or otherwise.

"Customer authorization" means the verification procedure that determines the possibility of obtaining the Services of the Company by an authenticated Customer;

"ikarus device" means virtual device, created on the ikarus platform identified by unique identifier and bound to the specified channel;

"ikarus gateway" means a service providing interaction between telematics devices and Customer's software applications via REST API, available as a part of ikarus platform;

"ikarus MQTT broker" means a service that is an integral part of the ikarus platform and provides interaction between telematics devices and Customer software applications through the MQTT API;

"ikarus SOP" means an information tool available at https://prometeochain.io/sop used to publish technical information about the operation of the ikarus platform, in particular, messages about problems with the current availability of the platform, scheduled works, as well as about any changes in the operation of the subsystems of the ikarus platforms, which may entail changes in the operation of the Customer's software applications;

"ikarus platform" means a set of useful services in the area of telematics available via REST/MQTT API;

"HelpBox" means a ikarus tool for providing text and graphic communication between the Customer and the Company by executing the Contract;

"Mandatory documents" are documents defined in clause 1.3.;

"panel" is a part of the Customer's account used to perform administrative and management operating system tasks and/or provide access to specific features of the ikarus platform;

"Party" (Party of this Contract) means the Customer or the Company, depending on the context, collectively referred to as the Parties;

"protocol" means a set of rules for formatting incoming and outgoing byte streams used for communication with telematics devices. Protocols can be developed by third-party manufacturers of the devices, and the Company does not have any responsibility for their quality;

"Reporting period" means a time period equal to one (1) calendar month for which a fee is taken and the values of the Services provided are calculated. The calculation of the Reporting period is carried out from the date the Contract is concluded. If the beginning of the Reporting period does not coincide with the first day of the calendar month, such Reporting period is calculated based on the actual time of consumption of the Services in that month;

"service" means any maintenance, professional, advisory or managed services, or technical support and any other service performed or to be performed by the Company;

"Services" are information services to ensure Customer an access to the functional capabilities of the ikarus platform and other related services.

Now therefore, the Parties hereto agree as follows:

1. Subject of the Contract

1.1. The Company is obliged to render the Services to the Customer during the term of this Contract, and the Customer is obliged to accept the Services rendered by the Company and to pay for them in the manner and under the conditions provided for by this Contract.

1.2. The content of the Services, the terms and cost of their rendering, as well as other conditions describing the procedure for rendering the Services, are determined on the basis of information generated at the time the Customer activates the Services (order processing), in accordance with the terms of Mandatory documents. To activate the Services is provided by the Customer solely either through the Panel, or by using the capabilities of the REST / MQTT API.

1.3. An indispensable condition for concluding the Contract and its execution is the acceptance and compliance by the Customer with the requirements and provisions in their entirety and without reservation applicable to the relations of the Parties under the Contract defined by the following documents ("Mandatory documents"):

   1.3.1. Tariffs posted and / or available at https://prometeochain.io/pricing, used by the Company to calculate the cost of the Services on the date when orders were raised and including information about the name and cost of the Services offered by the Company, as well as other necessary conditions for their rendering;

   1.3.2. Restrictions on the use of the ikarus platform and network, posted and / or available at https://prometeochain.io/restrictions, applied by the Company in order to ensure high-quality rendering the Services;

   1.3.3. The Service level agreement posted and / or available at https://prometeochain.io/sla, used by the Company to continuously evaluate and manage the quality of the Services in accordance with the level of service agreed with the Customer.

1.4. Mandatory documents indicated in clause 1.3. form an integral part of this Contract.

1.5. The Company is entitled to engage third parties to fulfill its obligations hereunder, as well as to use the third parties' services/works which are necessary for the rendering the Services stipulated herein. Failure to meet the obligations by the contractor involved by the Company does not exempt the Company from fulfilling the terms of this Contract.

2. Rights and obligations of the Parties

2.1. The Company undertakes:

   2.1.1. to render the Services to the Customer in the amount and within the time agreed by the Parties of this Contract, activated by the Customer and confirmed in the invoice;

   2.1.2. to ensure the availability and integrity of the Customer's data stored on the Company's information technology resources during the period indicated by the Customer when the Services are activated;

   2.1.3. to ensure the quality of the Services provided in accordance with the Service level agreement and the requirements of the applicable law;

   2.1.4. to notify the Customer about various circumstances occurring during rendering the Services in case if mentioned circumstances interfere or may cause interferences in rendering the certain Services on the terms and pursuant to the conditions set out in the Contract. Notification shall be sent no later than 1 (one) business day since circumstances occurrence;

2.1.5. to ensure the confidentiality of access details, unless the provision of such information to third parties is a necessary condition for the rendering the Services, or is mandatory by virtue of the requirements of the applicable law;

2.1.6. to delete all Customer's data created and / or stored by the Customer by using the ikarus platform within 90 (sixty) calendar days after termination of the Contract. The Company is not entitled to restore the Customer's data, record or send it to any data storage devices.

2.2. The Company has the right:

2.2.1. to suspend the rendering the Services, as well as reject the Contract unilaterally in cases provided for by the Contract and applicable law;

2.2.2. to suspend the rendering the Services temporarily if:

2.2.2.1. the Customer has not paid Services rendered during any previous Reporting period;

2.2.2.2. according to the reasonable opinion of the Company, the use by the Customer of the Services may harm the Company and / or cause the malfunction of the hardware and / or software of the Company and / or third parties;

Suspension period is valid until the Customer has eliminated the grounds for such suspension, but in any case no more than 30 (thirty) calendar days from the date the payment term expires in accordance with clause 3.5. in case of violation specified by clause 2.2.2.1. and / or no more than 10 (ten) days from the date of suspension in case of violation specified by clause 2.2.2.2. If the violations are not eliminated within the indicated periods, the Company has the right to refuse to fulfill its obligations under the Contract unilaterally and without compensation out of court.

The Company is not liable for any damage (including loss of profit, business interruption, loss of business information, etc.) incurred by the Customer due to the suspension of the rendering the Services or refusal to fulfill the obligations under the Contract unilaterally, even if the Company was warned in advance about the possibility of such damage;

2.2.3. to reject the Contract and delete the Customer's data stored on the Company's information technology resources, if the Customer has not eliminated the violations of this Contract made by the Customer, other than those specified in clause 2.2.2. hereof, within 30 (thirty) days from the date the Company provides a claim to eliminate the violations;

2.2.4. to refuse the Customer to store or stop storing the data on the Company's information technology resources if the Company considers that the nature or content of the Customer's data violates the applicable law, is offensive, violates the rights and legitimate interests of others or contradicts this Contract;

2.2.5. not to take into consideration the Customer's claims submitted after the time limits dedicated for such claims' submission (clause 2.3.5. hereof);

2.2.6. to change the technical characteristics and parameters of the software and hardware involved in the provision of the Services, if such changes are aimed at maintaining the operability of the software or other technical means or at improving their functioning, with notification to the Customer no later than 24 hours before the scheduled work. These works may be carried out with the suspension of the rendering the Services;

2.2.7. to involve third parties to the execution of the Contract, being responsible for their actions, as for its own;

2.2.8. to collect information regarding how often the Customer uses the ikarus platform and / or the frequency of use of certain functions of the ikarus platform. The Company collects statistical data on the use of the ikarus platform, which in no way identifies the Customer. The Company analyzes such data only after aggregation and subsequently uses it to improve the quality of the Services, including development of other software products. The client can upload documents on the ikarus network, these documents are encrypted, and ikarus platform doesn't have access to collect sensible information. The company can collect personal data only for issuing invoices and commercial documents to clients.

2.2.9. to amend Mandatory documents unilaterally. Continued use of the Services by the Customer after the entry into force of amendments means the irrevocable consent of the Customer with the new edition of the relevant document. Change in prices according to clause 1.3.1. hereof are executed by the Company no more than 1 (one) time per year.

2.3. The Customer undertakes:

2.3.1. to comply with the terms of this Contract, as well as pay to the Company for the ordered Services in the manner, amount and within terms determined herein;

2.3.2. not to carry out activities within the framework of the Services rendered, aimed at:

    a) undermining network security;

    b) disruption of software and hardware;

    c) the organization of network attacks on any resources available through the Internet;

    d) the organization of mass mailings of correspondence of advertising and other nature (spam), except whensuch mailing is initiated by the recipients themselves or is carried out with their prior consent;

    e) placement and dissemination of information, the content of which is contrary to the applicable law;

2.3.3. to ensure the safety and confidentiality of the official information received from the Company (links, names and access passwords, mobile phone numbers of the Company's specialists, etc.);

2.3.4. to notify the Company immediately about loss or reasonable suspicion regarding the violation of the confidentiality of the access details used by the Customer to authorize to the Panel;

2.3.5. to notify the Company about complaints relating to the Services provided by the Company within seven calendar days from the moment when the Customer became aware or should have become aware of the Company's non-performance or improper performance of its obligations under this Contract.

2.4. The Customer has the right:

2.4.1. to use the functionality of the ikarus platform, to which the Customer gained access in accordance with the restrictions established by this Contract;

2.4.2. to get advice by the Company through the HelpBox on issues arising by the rendering the Services;

2.4.3. to use the results of Services for purposes not inconsistent with applicable law and the terms of the Contract;

2.4.4. to reject the Contract, provided that the Company is paid the expenses actually incurred, related to the fulfillment of obligations under the Contract.

3. Consideration to the Company

3.1. The Company accepts payments in the form of cashless transfers in EUR or USD to the account of the Company specified in Section 20 of the Contract.

3.2. The Customer shall indicate the identification number as payment appointment assigned to the Customer at the time the Contract is concluded. The lack of the proper identification number as payment appointment may serve as the basis for untimely transfer of funds to the account of the Company. All negative consequences from non-fulfillment by the Customer of the obligation stipulated by this clause shall be borne by the Customer.

3.3. In case the Contract is terminated, is not possible to return funds to the Customer after to accreditation of the messages or using the platform's services.

3.4. The cost of the Services is determined on the basis of Tariffs in accordance with clause 1.3.1. applicable at the time the Services are activated.

3.5. Payment for the Services rendered in the Reporting period shall be made by the Customer no later than the 20th day of the month following such Reporting period (payment term).

3.6. From the date the payment fall due, the amount corresponding to unpaid fees payable is considered as the arrears of the Customer.

3.7. Payment obligations are deemed fulfilled after the funds have been credited to the Company's current account.

3.8. The Company reserves the right, at its discretion, after the payment fall due and the Customer's arrears occur, to suspend (terminate) the rendering the Services the payment of which has not been made on time. In case of suspension (termination) of the Services, full access to the ikarus platform is restored (renewed) no later than the first business day following the day when the arrears were fully repaid by the Customer and payment was credited to the account of the Company. There is no fee for restoring (renewing) access to the ikarus platform. Moreover, the Customer is solely responsible for non-storage of the Customer's data during the period of suspension (termination) of the Services.

3.9. The Services are considered to be rendered in the Reporting period in which the actual rendering of the Services completed. For the Services rendered continuously for several Reporting periods, there are established intermediate dates for the rendering the Services for the purposes of document circulation – the last day of each Reporting period in which the Services were rendered.

3.10. The Company issues an invoice containing all types of charges for the Services rendered in the Reporting Period monthly within 5 (five) business days after the end of the Reporting period (upon the rendering the Services). The invoice is to be delivered to the Customer's confirmed e-mail address. The invoice is a confirmation of the fact and volume of the Services rendered in the Reporting period.

3.11. The cost of the Services does not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If the Company is required to pay any such amounts, the Customer shall reimburse the Company in full. The invoice for such amounts will be delivered to the Customer's confirmed e-mail address. The Customer shall submit payment to reimburse the Company within thirty (30) days of delivering invoice to the Customer.

3.12. Should there be any claims as to the Services rendered by the Company, the Customer undertakes to send them to the Company in writing within fifteen (15) calendar days as from receipt of the invoice. Should the Company fail to receive any written claims within one calendar month as from sending the invoice to the Customer, the invoice is viewed as true and correct and the Services are viewed as accepted by the Customer.

4. Intellectual property

4.1. The Company grants the Customer a non-exclusive, worldwide, royalty-free right and license to use its trademarks, trade names, service marks, logos or other identifying or distinctive marks (the "Marks") for the purpose of this Contract, provided that the Customer will comply with Company's trademark usage guidelines. The Customer shall exercise its best efforts to safeguard the good reputation and goodwill represented by Company's Marks and the good image associated therewith at the same level as that previously maintained by the Company, or higher. The Customer acknowledges and agrees that the use of Company's Marks by the Customer shall inure to the benefit of the Company.

4.2. The Customer undertakes not to remove, hide or change any signs of Marks that may or may not be contained on the ikarus platform.

5. Technical Support

5.1. The Company provides the Customer with technical support on setup of Customer's account, access, and other related issues to the ikarus platform. The Company does not provide support for web applications, third party software, scripts, or components from third parties or developed by the Customer.

5.2. The ikarus platform is monitored 24 hours per day, seven (7) days per week, 365 days per year and support agents are available by tools according to the Service level agreement.

5.3. The Customer is provided with certain online tools, and the Company expects the Customer to use these tools to perform all available account and ikarus platform, ikarus gateway, channels management tasks.

5.4. These tools, together with API documentation and help, are available at the moment of the beginning of using the Company's Services. If the Customer experiences difficulty using these tools, the Company's technical support personnel will help the Customer learn how to use these tools. However, the Company's technical support personnel shall not be expected to perform for the Customer the tasks that can be done through the available tools.

6. Warranties

6.1. By acceptance of this Contract, the Customer gave termless, free, specific, informed and unambiguous consent to the Company. The company has the right to process Customers' data(personal and general) relating to devices in the volume and with the specific aim of this Contract. The types of the processing activity are specified in this Contract. By acceptance of this Contract, the Customer informed that it has the right to withdraw its consent to data processing by giving thirty (30) days prior written notice to the Company after to deactivates the services, after deactivating and withdraw of consent all access of data will not be available anymore.

6.2. The Company has implemented and maintains appropriate technical and organizational measures. Such measures include but not limited to physical and IT measures, and organizational measures to protect data processed against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Such measures provide a level of security that is appropriate to the risks of the processing having regard to: a. the state of the art technology;

b. the costs of implementation;

c. the nature, scope, context and purposes of processing, including the type of data; and

d. risk for the rights of the Customer that data relate to.

The technical and organisational measures are subject to technical progress and further development. In this respect the Company may implement alternative adequate measure, however, the security level of the defined measures must never be reduced. Major changes must be documented.

6.3. The Customer should take steps to protect against unauthorized access to the Customer's password, secret phrase, phone, and computer or mobile phone by, among other things, signing off after using a shared computer or mobile phone, choosing a p assword that nobody else knows or can easily guess, and keeping the Customer's password private. Also, the Customer should never share the Customer's log-in information with others. The Company is not responsible for any lost, stolen, or compromised passwords, secret pharse or for any activity on the Customer's account via unauthorized password activity. If the Customer knows or has reason to believe that the Customer's App Account credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of the Customer's App Account, the Customer should immediately contact the Company.

6.4. In the event of the Company aware of any breach of security that results in the accidental, unauthorized or unlawful destruction or unauthorized disclosure of or access to the Customer's information the Company shall, among other things:

notify the Customer immediately but not later than 36 hours after becoming aware of the breach of security; assist the Customer with regard to its obligation to provide information to the information subject and to provide the Customer with relevant information in this regard; support the Customer in consultations with data protection authority.

To the extent legally possible, the Company may claim compensation for support services under this clause which are not attributable to failures on the Company's part.

7. Liability of the Parties

7.1. The Parties shall be liable for nonfulfillment or undue fulfillment of liabilities hereunder in compliance with the applicable law, with due consideration of this Contract.

7.2. The Company shall be released from liability for the losses, incurred by the Customer directly or indirectly as a result of full or partial use or failure to use the Services in the following cases: should the losses be caused by the activities or failure to act of the third parties; should the losses be attributed to the software errors or malicious software components used by the Customer; should the losses be caused by the Customer's failure to ensure the confidentiality of its account data or any other confidential information, or as a result of third party unauthorized access to any Customer's information technology resources.

7.3. The Company shall not be responsible for the contents of information, sent by the Customer via telecommunication channels and communications networks, as well as information from the Customer's information technology resources.

7.4. The Customer is fully responsible for complying with the laws of personal data or other similar laws, restrictions and rules (hereinafter collectively – the Personal Data Laws) and acknowledges that object data directly or indirectly associated with the use of the ikarus platform will not be delivered or exported to countries or used in any other ways prohibited by the Personal Data Laws. In any case, the Customer is solely liable for claims for compensation for direct, actual, accidental or indirect damage and / or payment of penalties resulting from the movement and / or location of Customer's facilities whose data are directly or indirectly related to the use of the ikarus platform, within or outside the territory of the country where registered office of the Company is located, in violation of the Personal Data Laws.

7.5. The Parties hereto unconditionally agree that the maximum foreseeable loss, to be recovered from the Company, shall be limited by the sum of the Services paid by the Customer in the relevant month, in which the non-execution or undue execution of the Services occurred and the stated losses were caused.

7.6. The Company's limitation of liability stipulated by clause 7.5. hereof shall not be applied if:

7.6.1. the extent of liability for this type of liability or for this violation is stipulated by the applicable law;

7.6.2. Company's non-fulfillment or undue fulfillment of liabilities hereunder is attributed to its direct intent.

7.7. The Customer shall be fully liable for any of its activities in the process of using Internet, information resources or Company's Services, as well as for any consequences hereof.

7.8. The Customer shall be fully liable for any third party activities, including unauthorized activities, arising out of the Customer's non-observance of confidentiality of its account data or any other confidential information, as well as for any consequences hereof.

7.9. In case brining a claims or suits against the Company, based on the infringement of rights of third parties in connection with the creation and / or storage by the Customer of information in the process of using the ikarus platform, the

Company shall immediately notify the Customer thereof. The Customer undertakes at his own expense to conduct all negotiations for the settlement of such claims or lawsuits and any litigation that may arise as a result. The Customer undertakes comprehensively compensate the actual damage incurred by the Company in terms of such claim/lawsuit. The Customer upon the Company's request provides reasonable and economically substantiated assistance for claim contestation and the Customer undertakes to compensate all expenses incurred by the Company upon named assistance (including legal, technical and other consultations). In case of no response from the Customer within the reasonable term, the Company may conduct negotiations and/or take part in judicial proceeding for the settlement of claims and lawsuits. Besides, the Company has the right in future to set up a claim against the Customer for damage compensation, including litigation costs caused by violation of obligations concerned with defense against the claims, lawsuits and requirements of the third party (including legal, technical and other consultations and litigation costs).

8. Force-majeure

8.1. The Parties are released from liability for full or partial non-fulfillment of their obligations hereunder, should it be caused by the circumstances of insuperable force (force majeure), arising after conclusion of this Contract due to extraordinary events, which could be neither reasonably foreseen nor prevented by the Parties.

8.2. Force majeure include events, which cannot be influenced by the Party and for which it may not be held liable, namely: war, riot, strike, earthquake, flood, fire, unfavorable weather conditions or any other acts of God, executive orders, orders (decrees) of governmental authorities and officials, laws and other regulations of competent authorities, taken after acceptance of this Contract and preventing from fulfillment of obligations hereunder, including, but not limited to the activities of state and local public and governing authorities or their representatives, preventing from this Contract execution and other unforeseen circumstances, including urban network faults, technical problems at the internet transit nodes and other faults of the communications network, not influenced by the Parties.

8.3. Should the force-majeure prevent from due obligations fulfillment hereunder, the term of such obligations fulfillment is extended for the period of force-majeure duration and the period, required to take the corresponding remedial measures, but not exceeding sixty calendar days.

8.4. Should force-majeure exceed the term stated in clause 8.3. hereof, or should upon force-majeure onset it become apparent to both the Parties that the force-majeure exceed the stated term, the Parties undertake to discuss the alternative variants of Contract execution or terminate it without any losses recovery.

9. Permissible restrictions

9.1. The total amount of data the Customer can store, traffic level, the number of active connections, etc. are limited according to the Restrictions on use of the ikarus platform. The Customer can manage the volume of stored data through the Panel and / or the REST / MQTT API. If the data volume reaches the set limit, the Channel may stop accepting, processing or delivering data, thus causing Channel unavailability in accordance with the Restrictions on use of the ikarus platform. The Company shall not be held responsible for such unavailability of the Channel and / or data losses. At the same time, the Customer independently determines the physical location of its own data at the time the Services are activated.

9.2. Restrictions provided for in clause 9.1. should be applied in a similar way for all components of the ikarus platform.

10. Ownership of data

All data created by the Customer and/or stored by the Customer on the Company's ikarus platform are Customer's property and is for Customer's exclusive use unless access to such data is permitted by the Customer. The Company shall allow access to such data by authorized Company personnel and shall provide access in compliance with the Section 15. The Company makes no claim of ownership of any content or any other type of data contained within the Customer's iikarusplatform space.

11. Collection of information

The Company may collect information relating to how often the Customer uses the ikarus platform or the frequency with which certain features are used. For purposes of analytics, the Company collects a limited set of usage statistics and performance data. The Company gathers this set of usage statistics, analyses them only after the data is aggregated, and uses them to improve the Services' performance and usage. The Company's system does not process any personally identifiable data and does not combine the processed data with any personal information. The Company may also share this data with or sell this data to third parties in compliance with applicable law. This data is shared and sold anonymously in a form that does not personally identify the Customer.

12. Notices and notifications

12.1. The Parties unconditionally agree that any documents and correspondence, received by fax and/or e-mail, subject to concurrent sending of their original hard copies by mail, shall have legal effect.

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12.2. The Parties unconditionally agree that any correspondence, notices and notifications, delivered to e-mails, stated in the legal details of the Parties shall be viewed as duly delivered to the addressee. The Customer shall be entitled to change its contact e-mail by sending the corresponding request to the Company from the previous contact e-mail or by using tools of the Customer's account.

12.3. The Parties shall duly check the information, delivered to their e-mails, on timely basis.

12.4. Any risks related to adverse effects, associated with non-fulfillment of the requirements stipulated by clause 12.3. hereof, shall be attributed to the defaulting Party.

13. Severability

In case if any term of this Contract becomes invalid, will be declared illegal, or will be excluded from this Contract, it does not influence the validity of the remaining terms hereof being legally binding and obligatory to the both Parties.

14. Governing law/forum

14.1. This Contract shall be governed and interpreted by the laws of Delaware (USA).

14.2. Any and all claims, disputes or controversies arising under, out of, or in connection with this Contract, breach, termination or validity thereof, which have not been resolved by good faith negotiations between the Company and the Customer within period of thirty (30) calendar days after receipt of a notice from one Party to the other requesting negotiations shall be resolved by final and binding arbitration in the Delaware Court of Chancery in accordance with its Delaware Rapid Arbitration Act as in force and effect on the date of the Contract. Disputes shall be settled by a court. Arbitration proceedings shall be held in Wilmington, Delaware. The place of arbitration shall be Wilmington, Delaware. The language of arbitration shall be English. Relevant documents in other languages shall be translated into English if the arbitrators so direct. All expenses and costs of the arbitrators and the arbitration in connection therewith will be shared equally, except that the Company and Customer will each bear the costs of its own prosecution and defense, including without limitation attorney's fees and the production of witnesses and other evidence. Any award rendered in such arbitration shall be final and may be enforced by either Party.

14.3. Notwithstanding the foregoing, nothing in this Contract shall be construed to waive any rights or timely performance of any obligations existing under this Contract, including without limitation Customer's obligations to make payments. Notwithstanding any other provision of this Contract, the Customer agrees that it shall not withhold or offset such payments, and agrees that Customer's sole remedy for alleged breaches by the Company is pursuant to this Section.

14.4. Notwithstanding any other term of this Contract, prior arbitration shall not be required, nor shall any arbitrator have the power to enjoin, notice of termination or effective termination of the Services of this Contract.

14.5. The Parties agree to keep all details of the arbitration proceedings and arbitral award strictly confidential and shall use all reasonable efforts to take such action as may be appropriate to prevent the unauthorized disclosure of the proceedings, any information disclosed in connection therewith and the award granted.

15. Confidentiality

15.1. The Parties within the validity period of Contract and during 10 years after its termination are obliged to provide confidentiality of present Contract and any other information and datum of any kind received from each other (oral, written, electronic, other) in relation to performance of the Contract (including the datum concerned with information security facilities and identification/ authentication, authorization login, password and secret phrase), statistic information, information about users, products, services, research results etc. which possess real or potential business value being unknown to the third parties. Such information is legally prevented from free access and is determined by Disclosing Party as confidential (hereinafter – confidential information). Each Party undertakes not to disclose confidential information to third parties without written permission of the other Party.

15.2. Information will not be deemed confidential if such information:

a. has been or becomes later publicly available, without any breach of the provisions of this section by the receiving Party;

b. was known to the receiving Party at the moment of disclosure by the transmitting Party, which can be duly substantiated by the receiving Party;

c. has been legally received from a third party without any breach of the provisions of this section;

d. was transmitted by the transmitting Party with an express consent to the receiving Party's right to disclose such information to third parties without restrictions; or

e. was independently developed and/or received by the receiving Party without using the confidential information disclosed hereunder; provided, however, that the receiving Party within 2 (two) days of such development or receipt provides proper evidence that all or the relevant portion of any information disclosed by the transmitting Party constituting confidential information hereunder comes within the scope of the above clauses of this section.

15.3. 'Disclosure' or 'transfer' of confidential information to third parties means any intentional or unintentional disclosure of data by the receiving Party (its officers, employees, or partners) to any third parties, whether legal or natural persons, where such data are confidential information of the transmitting Party in any form, including written or verbal form, and also disclosure of original documents, or copies, or extracts from them, including summaries.

15.4. A 'third party' is a legal or a natural person not affiliated to a Party, not being a government agency empowered with a right to retrieve relevant confidential information from a Party under the law, and not being auditor of a Party.

15.5. Each of the Parties undertakes not to use, directly or indirectly, names or trademarks of the other Party for advertising or sales activities in press releases or other materials without prior written consent of such Party.

15.6. The receiving Party undertakes not to disclose/transmit the confidential information of the transmitting Party to any third parties, except for cases specified in this Section, cases required by applicable law, or cases specifically agreed upon in writing by the Parties, not to use the confidential information for any purposes inconsistent with the purposes hereof, and undertakes to distribute it among its employees only to the extent it is required for the negotiations between the Parties, execution of agreements and fulfilment of mutual obligations of the Parties. In doing so, the receiving Party will be absolutely responsible for its employees' compliance with the provisions hereof.

15.7. The receiving Party undertakes to maintain such precautionary measures in relation to the confidential information as the receiving Party would reasonably undertake to protect its own confidential information.

15.8. Disclosure of any confidential information will not be deemed a breach of this Section if such information is disclosed upon written request from a government authority, to any government agency or a local authority in accordance with applicable law, and such disclosure to such authorities is required of the receiving Party. In doing so, the receiving Party must forthwith notify the transmitting Party of such request.

15. 9. The receiving Party undertakes that, upon being notified of any actual or impending disclosure of the confidential information, it will forthwith, but not later than within five calendar days (after being notified of such actual or impending disclosure), notify the transmitting Party to that effect, and will apply its best efforts to preclude any further disclosure.

15.10. The receiving Party in breach of its obligations to protect the confidential information of the transmitting Party hereunder will reimburse the non-breaching Party for all losses resulting from such disclosure, including lost profit.

16. Representations

16.1. The Company and the Customer hereby represent to one another as follows:

16.1.1. It is a company or corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, and has full corporate or other power and authority and the legal right to own or license and operate its property and assets and to carry on its business as it is now being conducted and as contemplated in this Contract.

16.1.2. This Contract has been duly executed and delivered on behalf of the Company and the Customer, by signatories duly authorized to enter into this Contract.

17. Term of the Contract

17.1. This Contract is valid for 1 (one) calendar year from the date it was concluded. Where neither of the Parties wishes to terminate this Contract (unilaterally refuse to fulfil the obligations) at least 30 days prior to the expiration of the Term of this Contract, then this Contract shall be deemed extended under the same terms for each calendar year. Expiration of this Contract shall not entail any cancellation of liability for its violation committed during the Term of this Contract.

17.2. Either Party may terminate this Contract at any time by giving the other Party thirty (30) calendar days prior written notice based on any reasoning.

17.3. The Company has the right to reject this Contract early and unilaterally without sending a corresponding notice:

17.3.1. in case the Contract is significantly violated by the Customer. A significant violation of the Contract for the purposes of this clause means the violation by the Customer of clauses 2.3.2.-2.3.3., Section 15 of the Contract;

17.3.2. if payment for the Services was not credited to the Company's current account within 30 (thirty) calendar days upon expiration of the payment term in accordance with clause 3.5.

The Contract is considered terminated on the next day the significant violation by the Customer of the Contract occurs and / or by the expiration of the period provided for in this clause if the Company used the right to unilaterally refuse to fulfill obligations.

18. Entire agreement

This Contract sets forth the entire understanding between the Parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Contract shall take precedence over any additional or conflicting terms which may be contained in Services' purchase order or Company's order acknowledgment forms.

19. Changes in the terms of the Contract

19.1. Changes and / or amendments to this Contract are made unilaterally by decision of the Company.

19.2. Changes and / or amendments made by the Company to this Contract on its own initiative shall enter into force no earlier than twenty-five (25) calendar days after their publication.

19.3. Changes and / or amendments made by the Company to this Contract in connection with changes in applicable law shall enter into force simultaneously with the entry into force of amendments to legislative acts.

19.4. The text of changes and / or amendments to this Contract, or its new version is brought by the Company to the general public by posting (publishing) relevant information on the Company's website at the following address: https://prometeochain.io/contract.

19.5. The placement (publication) of texts of changes and / or amendments to this Contract, or its new version on the Company's website at https://prometeochain.io/contract is made by the Company no later than twenty-five (25) calendar days until the date of entry into force of changes and / or amendments (with the exception of the case provided for in clause 19.3. hereof).

19.6. In case of disagreement with the changes and / or amendments made, the Customer has the right to refuse this Contract in accordance with clause 17.2. hereof.

19.7. The Parties unconditionally agree that silence (the absence of notifications of cancellation of this Contract or disagreement with certain provisions of this Contract, including with the change of Tariffs) is recognized as the consent and accession of the Customer to the new version of this Contract.

20. Details of the Parties

20.1. The Parties unconditionally agree, under the details of the Customer, to read the information specified by the Customer when placing the order for the rendering the Services (activation of the Services). The Customer is responsible for the accuracy of such details and maintaining their confidentiality. All disputes related to the implementation of this Contract are resolved by the Parties using the details of the Customer specified when the Services were activated.

20.2. Details of the Company:
Prometeo Chain System LLC
Tax Code: 36-5011077
Address: Alikhan Bokeyhan street, building 42, office 98, Astana, 010000 Kazakhstan