

PUBLIC OFFER

on conclusion of the contract of sale

1. General provisions

This Public Offer contains the terms of concluding the Sale and Purchase Agreement (hereinafter referred to as the "Sale and Purchase Agreement" and/or "Agreement"). This offer is considered an offer addressed to one or more specific persons, which is sufficiently definite and expresses the intention of the person making the offer to consider themselves as having entered into an Agreement with the recipient who accepts the offer.

The actions specified in this Offer confirm the agreement of both Parties to conclude the Sale and Purchase Agreement under the conditions, procedures, and scope outlined in this Offer.

The following text of the Public Offer is an official public proposal from the Seller addressed to an interested group of persons to conclude a Sale and Purchase Agreement in accordance with the provisions of Clause 2, Article 437 of the Civil Code of the Russian Federation.

The Sale and Purchase Agreement is considered concluded and comes into effect when the Parties perform the actions provided for in this Offer, which indicate the unconditional and full acceptance of all terms of this Offer without any exceptions or limitations on a join-in basis.

Terms and definitions:

Agreement – The text of this Offer with Appendices, which are an integral part of this Offer, accepted by the Buyer through the conduct specified in this Offer.

Implied actions – Actions that express consent to the counterparty's proposal to conclude, modify, or terminate the agreement. Such actions include the full or partial fulfillment of the terms proposed by the counterparty.

Seller's website on the Internet – A set of computer software and other information contained in an information system accessible via the Internet at the domain name and network address: <https://marketplace.mikopbx.com>.

Parties to the Agreement (Parties) – The Seller and the Buyer.

Product – Any items that comply with the rules stipulated by Article 129 of the Civil Code of the Russian Federation under the Sale and Purchase Agreement.

2. Subject of the Agreement

2.1. Under this Agreement, the Seller undertakes to transfer ownership of an item (Product) to the Buyer, and the Buyer undertakes to accept the Product and pay a specified amount of money for it.

2.2. The name, quantity, assortment, price, delivery terms, and other conditions of the Product are determined based on the Seller's details when placing an order by the Buyer or established on the Seller's Website at <https://marketplace.mikopbx.com>

2.3. Acceptance of this Offer is expressed through implied actions, including but not limited to:

- Actions related to registering an account on the Seller's Website if registration is required;
- Submitting and completing an order form for the Product;
- Providing necessary information for the Agreement via phone or email as specified on the Seller's Website, including when the Seller returns a call in response to the Buyer's request;
- Payment for the Product by the Buyer.

This list is not exhaustive, and other actions that clearly express the intention to accept the counterparty's proposal may apply.

3. Rights and obligations of the Parties

3.1. Rights and obligations of the Seller:

- 3.1.1. Demand payment for the Products and delivery under the terms of the Agreement.
- 3.1.2. Refuse to conclude the Agreement based on this Offer if the Buyer exhibits bad faith, including:
 - More than two refusals of products of proper quality within a year;
 - Providing knowingly false personal information;
 - Returning damaged or previously used Products;
 - Other forms of bad faith behavior, indicating abuse of rights and lack of a bona fide economic purpose in acquiring the Product.
- 3.1.3. Deliver the Product of appropriate quality and packaging to the Buyer.
- 3.1.4. Transfer the Product free of third-party rights;
- 3.1.5. Arrange delivery of the Products to the Buyer;
- 3.1.6. Provide the Buyer with all necessary information in accordance with applicable laws and this Offer.

3.2. Rights and obligations of the Buyer:

- 3.2.1. Demand delivery of the Product in accordance with the terms of the Agreement.
- 3.2.2. Request all necessary information in accordance with applicable laws and this Offer.
- 3.2.3. Refuse the Product based on the grounds stipulated in the Agreement and applicable laws of the Russian Federation.
- 3.2.4. Provide accurate information necessary for the proper execution of the Agreement.
- 3.2.5. Accept and pay for the Product in accordance with the terms of the Agreement.
- 3.2.6. Guarantee understanding and unconditional acceptance of all terms of the Agreement.

4. Price and payment procedure

- 4.1. The price and payment procedure for the Product are determined based on the Seller's details when placing an order or specified on the Seller's Website at <https://marketplace.mikopbx.com>.
- 4.2. All payments under the Agreement are made by non-cash means.

5. Exchange and return of the Product

- 5.1 The Buyer has the right to return (exchange) the Product purchased remotely to the Seller, except for items listed as non-returnable or non-exchangeable under the applicable laws of the Russian Federation. The terms, periods, and procedures for returning Products of proper and improper quality are established in accordance with the requirements of the Civil Code of the Russian Federation, Federal Law No. 2300-1 "On Protection of Consumer Rights" dated February 7, 1992, and the Rules approved by Resolution No. 2463 of the Government of the Russian Federation dated December 31, 2020.
- 5.2 The Buyer's request for exchange or return of the Product will be satisfied if the Product has not been used, retains its consumer properties, and there is evidence of its purchase from the Seller.

6. Confidentiality and security

6.1. In the course of executing this Agreement, the Parties ensure the confidentiality and security of personal data in accordance with the latest versions of Federal Law No. 152-FZ "On Personal Data" dated July 27, 2006, and Federal Law No. 149-FZ "On Information, Information Technologies, and Information Protection" dated July 27, 2006.

6.2. The Parties agree to maintain the confidentiality of the information obtained during the performance of this Agreement and take all reasonable measures to protect this information from disclosure.

6.3. Confidential information includes any information exchanged between the Seller and Buyer during the performance of the Agreement and subject to protection, except as stated otherwise.

6.4. Such information may be contained in local regulations, contracts, correspondence, reports, analytical materials, research results, schemes, graphs, specifications, and other documents in paper or electronic form provided by the Seller.

7. Force majeure

7.1. The Parties are released from liability for non-performance or improper performance of their obligations under the Agreement if proper performance is impossible due to force majeure, i.e., extraordinary and unavoidable circumstances such as governmental prohibitions, epidemics, blockades, embargoes, earthquakes, floods, fires, or other natural disasters.

7.2. In the event of such circumstances, the affected Party must notify the other Party within 30 (Thirty) business days.

7.3. A document issued by an authorized government agency serves as sufficient proof of the existence and duration of force majeure.

7.4. If force majeure circumstances persist for more than 60 (Sixty) business days, either Party may unilaterally terminate this Agreement.

8. Liability of the Parties

8.1. In the event of non-performance and/or improper performance of their obligations under the Agreement, the Parties bear liability in accordance with the terms of this Offer.

8.2. The Party that fails to perform or improperly performs its obligations under the Agreement must compensate the other Party for damages caused by such violations.

9. Validity period of this Offer

9.1. The Offer becomes effective upon its publication on the Seller's Website and remains valid until revoked by the Seller.

9.2. The Seller reserves the right to amend the terms of the Offer and/or revoke the Offer at any time at their discretion. Changes or revocation of the Offer will be communicated to the Buyer by posting on the Seller's Website, in the Buyer's personal account, or by sending a notification to the email or postal address provided by the Buyer during the Agreement's conclusion or performance.

9.3. The Agreement becomes effective upon the Buyer's acceptance of the terms of this Offer and remains valid until the Parties fully perform their obligations under the Agreement.

9.4. Changes made by the Seller to the Agreement and published on the Website as an updated Offer are considered fully accepted by the Buyer.

10. Additional terms

10.1. The Agreement, its conclusion, and execution are governed by the applicable laws of the Russian Federation. Any issues not regulated by this Offer or regulated incompletely are subject to the material laws of the Russian Federation.

10.2. In case of a dispute arising between the Parties during the execution of their obligations under the Agreement concluded on the terms of this Offer, the Parties must resolve the dispute amicably before initiating judicial proceedings.

Judicial proceedings are conducted in accordance with the laws of the Russian Federation.

Disputes or disagreements unresolved by the Parties are subject to resolution under Russian law. A pre-trial dispute resolution procedure is mandatory.

10.3. The language of the Agreement concluded under this Offer and any interaction between the Parties (including correspondence, claims/notices/explanations, document submission, etc.) is Russian.

10.4. All documents required under this Offer must be prepared in Russian or have a certified translation into Russian.

10.5. The inaction of one Party in the event of a breach of this Offer's terms by the other Party does not deprive the interested Party of the right to protect its interests later, nor does it constitute a waiver of rights in the event of future similar violations.

10.6. If the Seller's Website contains links to other websites or third-party materials, these links are provided solely for informational purposes. The Seller has no control over such websites or materials and is not responsible for any losses or damages resulting from their use.

11. Seller's Details

Individual Entrepreneur

Beketov Nikolay Georgievich

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Donetsk, Molodezhny Lane, 8-2

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Correspondent account: 30101810645250000092

BIC: 044525092

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