

# VR SOFTWARE DEVELOPMENT CONTRACT SIGNING PUBLIC OFFER

«Enter VR» Limited Liability Company, represented by M.O. Vergazov, Chief Executive Officer, acting on the Charter basis, hereinafter referred to as the «Contractor», publishes the current proposal for the Service Contract signing, which terms are given below (hereinafter referred to as the «Contract»), to individuals and legal entities (in the case of the current proposal adoption, hereinafter referred to as the «Customer»).

The current proposal is a public offer in accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation (hereinafter - the Civil Code of the Russian Federation).

The current public Offer (hereinafter referred to as the Offer) comes into force from the moment it is posted on the Internet at <https://en.enter-vr.com/public-offer> and is valid until the Offer is revoked.

The Contractor may change the current Offer terms or withdraw it at any time, at its discretion. If the Contractor changes the current Offer terms, the changes take effect from the Offer's modified terms moment posting on the Internet at <https://en.enter-vr.com/public-offer>, unless a different period is specified for such posting. The current changes do not apply to the Contractor's and the Customer's mutual obligations who have signed the current Contract prior to the Offer amended terms posting on the Internet at <https://en.enter-vr.com/public-offer>.

The moment of full and unconditional Contractor's proposal acceptance to sign the Contract (that is, acceptance of the offer), in accordance with clauses 1 and 3 of Article 438 of the Civil Code of the Russian Federation, is considered the funds receipt moment by the Customer for the services rendered to the settlement account or to the Contractor's cashier.

The Contract signed by the current offer acceptance is governed by the Civil Law on the accession agreement (Article 428 of the Civil Code of the Russian Federation) - since its terms are defined by the Contractor in the current offer and can be accepted by any person only by joining the proposed Contract as a whole.

## CONTRACT TERMS:

### 1. Basic terms and concepts

- 1.1. Works (Services rendered) are a set of materials developed by the Contractor for the Customer.
- 1.2. Specification is Customer's requirements for the Technical Documentation developed by the Contractor.
- 1.3. Third parties - any persons, except for the Customer and the Contractor.

## 2. Contract subject

- 2.1. According to the current Contract, the Contractor, undertakes to fulfill all the Works (Services) for software development (in whole or in part) on the Customer's instruction. The Customer undertakes to accept the work result as well as pay for it.
- 2.2. The Work (Services) for the software development(in whole or in part) under the present contract (hereinafter referred to as Work) is agreed with the Customer individually.
- 2.3. Works are carried out on the Customer's Specification basis.
- 2.4. Works must be completed within the time established by the Parties from the Specification approve moment.
- 2.5. Works are considered completed while the technical documentation acceptance and delivery acts are deemed automatically signed if the complaints are absent within 3 days after the Works delivery to the Customer by the Contractor.

## 3. Parties rights and obligations

### 3.1. The Contractor shall:

- 3.1.1. Perform the work provided for in the current Contract in accordance with the task and other initial data defining the work scope and content.
- 3.1.2. Comply with the requirements contained in the Specification and other source data for the work performance.
- 3.1.3. Coordinate the completed Work with the Customer.
- 3.1.4. To transfer the completed Works on the technical documentation acceptance certificate to the Customer.
- 3.1.5. Provide the Customer with the information on the work progress at his request.
- 3.1.6. Complete the job properly.

### 3.2. The Contractor may:

- 3.2.1. Independently determine the ways to perform work according to the current Contract.
- 3.2.2. To deviate from the requirements contained in the Specification and other source data for work completion by the Customer's consent only.

### 3.3. The Customer undertakes to:

3.3.1. To transfer the Specification approved by the Customer, as well as the initial data required for the technical documentation creation to the Contractor.

3.3.2. Accept the completed Works according to the Act of Acceptance of Work Performed.

3.3.3. Use the Works received from the Contractor only according to its purposes only provided for in the current Contract.

3.3.4. Avoid transferring the Works to third parties as well as the data disclosure contained in it without the Contractor's consent.

3.3.5. Timely pay for the work performed in the manner prescribed by section 3 of the current Contract.

3.3.6. To reimburse the Contractor for additional costs caused by changes in the source data for the design work due to circumstances beyond the Contractor's control.

3.4. The Customer has the right to:

3.4.1. Check the work progress and quality performed by the Contractor at any time, without interfering with its activities.

#### 4. Work cost and payment procedure

4.1. The work cost performed according to the current Contract terms is determined in accordance with Appendix 1 to the current Contract. The indicated cost includes the Contractor's costs' compensation as well as his remuneration.

4.2. The work price is considered to be fixed, according to the current Contract.

4.3. Payment for the work to be performed by the Contractor is made by mutual agreement between the Customer and the Contractor.

4.4. Payment for work performed by the Contractor is carried out by the Customer by transferring money to the Contractor's current account or by depositing cash into the Contractor's cash office.

4.6. The Customer's obligation to pay for the work performed shall be deemed fulfilled from the funds receipt date to the Contractor's cash desk/account.

#### 5. Work acceptance procedure

5.1. The documentation list subject to execution and delivery by the Contractor to the Customer at the current contract implementation stages as well as upon its termination defined in the Specification.

5.2. The Customer checks the work performed volumes and content compliance with the current contract requirements.

5.3. The customer at the work result receipt time is obliged to sign the documentation acceptance act and transfer it to the Contractor. The work acceptance act is considered to be accepted and signed by the Contractor without objection if the Customer's complaints are absent.

5.4. The Parties shall draw up a bilateral act with the required improvements list and their implementation time in the case of Customer's motivated refusal.

5.5. The Contractor makes the required amendment to the technical documentation on its own in the period agreed with the Customer at no additional charge if the technical documentation has got some deficiencies.

5.6. If the Customer refuses to further fulfill the current Contract terms during the work performance process, the Customer will compensate the Contractor for the full work cost, according to the current Contract.

5.7. The Customer undertakes to accept and pay for the works ahead of time, if the Contractor performs work ahead of schedule, according to the current Contract terms.

## 6. Parties' responsibilities

6.1. the Parties shall be liable in accordance with the current legislation of the Russian Federation in case of own obligations non-fulfillment or improper fulfillment hereunder.

## 7. Dispute resolution procedure

7.1. Disputes and disagreements that may arise during the current contract execution will be resolved through negotiations between the Parties, if possible.

7.2. The disputes will be resolved in the court in accordance with the current legislation of the Russian Federation at the Contractor's location If the Parties do not come to an agreement.

## 8. Final provisions

8.2. The current Contract enters into force from the Customer's funds receipt time for the services rendered to the settlement account or to the Contractor's cash office and is valid until full obligations fulfillment, according to the current Contract.

8.3. All changes and additions to the current Contract are made in writing by additional Parties' agreements, which are the current Contract's integral part.

8.4. the Parties are guided by the Russian Federation's legislation in all other respects that are not stipulated by the current Contract.

9. Contractor's details:

«Enter VR» LLC

PSRN 1155012005125

ITN/IEC 5012090713/501201001

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**Appendix No. 1 to the Public Offer Contract**

Company's services

Software development (or its certain part)

Measurement unit - hour

Cost per unit