

SOFTWARE DEVELOPMENT AGREEMENT

This Software Development Agreement (hereinafter referred to as the “Agreement”) has been executed and entered into this 24th of April 2023 by and between:

Kaliten Limited, company duly registered under the Hong Kong Law, having its registered office at Office 4, 10/F., Kwan Chart Tower, No. 6 Tonnochy Road, Wanchai, Hong Kong, company number 3082012 (hereinafter referred to as the “Developer”), and

BEASTONE N.V., company duly registered under the Curacao Law, having its registered office at Schout Bij Nacht Doormanweg 40, Curacao, company number 160218 (hereinafter referred to as the “Client”),

Developer and Client collectively hereinafter referred to as the “Parties” and each individually as a “Party”,

WHEREAS, the Client with to engage Developer for developing certain software and the Developer has the necessary experience and expertise in software programming,

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties hereby agreed as follows:

I. SOFTWARE DEVELOPMENT

- 1) Developer hereby agrees to develop the software (hereinafter referred to as the “Software”), and deliver the same to the Client, as agreed by the Parties in respective Annexes hereto, specifying respective requirements to the Software to be developed as well as any other relevant terms of the development (e.g. cooperation flow, additional services etc.).
- 2) The Software resulting from the Developer’s performance of this Agreement, shall be delivered to the Client in digital form that shall include, without limitation, complete object code and source code of the program(s), technology, software or other material comprising the Software with explanatory comments and a description of the operation of the such program(s), technology, software and other material all in machine-readable form; and any and all designs, inventions, technologies, methods, innovations, ideas, improvements, processes, materials, apparatus, plans, systems and computer programs and the like developed or used by Developer in performance of its obligations contemplated in this Agreement. Once needed Developer shall write descriptions (manuals) to the Software and shall deliver them to Client together with the Software as described above.
- 3) Developer shall deliver the Software within the terms set out in the respective Annex.
- 4) The Software shall be delivered on a media and/or through the channels agreed by the Parties via email.

II. TERM

- 1) The term of this Agreement (hereinafter referred to as the “Term”) shall commence on the execution date first mentioned above and shall continue for the indefinite term, while obligations of the Parties arising from any Annexes shall be effective till the proper fulfilment thereof, unless early terminated in accordance with this Agreement.

III. OBLIGATION OF DEVELOPER

- 1) Developer shall develop and deliver to Client the Software in accordance with the specifications, agreed by the Parties in respective Annexes. The Parties may agree upon stages of development and intermediate acceptance. Developer shall test the Software (or its respective part, if being the result of respective stage of development) thoroughly prior to delivery to Client for acceptance. Developer represents to Client that it has the qualifications and ability to perform its obligations under this Agreement in a professional manner without the advice, control or supervision of Client. Notwithstanding the foregoing, Client shall have the right to oversee, direct and give advice to the Developer regarding the general scope, direction and nature of developing the Software by Developer under this Agreement.
- 2) During the Term Developer shall use its best efforts in providing reasonable technical and other support to Client in respect of the Software.
- 3) Developer shall obtain and maintain in effect written agreements with each of its employees or subcontractors who participate in any of Developer’s work under this Agreement, which agreements shall contain terms sufficient for Developer to comply with all provisions of this Agreement and to ensure all transfers and assignments of rights and ownership in and to the Software under this Agreement. Such agreements also shall impose an obligation of confidentiality on such employees or subcontractors with respect to Client’s Confidential Information.

IV. OWNERSHIP

- 1) Client shall exclusively own all right, title and interest in and to the Software developed in accordance with this Agreement and any part thereof. Such rights, title, and interest shall be deemed assigned to Client as of the moment of creation of the Software without the necessity of any further action on the part of either Party. Nevertheless, upon the Client’s request, Developer shall execute all reasonably necessary instruments to certify Client’s ownership in and to the Software. Developer expressly waives any claims it may have in any jurisdiction to any so-called “moral rights” or any other rights in and to the Software, including any derivative works.
- 2) Developer shall not, under any circumstances or for any purpose, identify itself in any manner to any third party as the developer, programmer or owner of any Software developed for Client hereunder, whether in promotional or marketing materials, business discussions or otherwise in any medium without, in each instance, the express written permission of Client, which permission may be withheld by Client in its sole discretion. The terms of this Agreement and the fact that Developer has developed the Software shall be deemed confidential information hereunder.

V. CLIENT'S LICENSE

- 1) Notwithstanding any provision of Section 4, Client grants to Developer the right, during the Term, to use, only for the purpose of developing the Software according to this Agreement, any and all Software, which were transferred and assigned to Client under this Agreement.

VI. SERVICE FEE

- 1) For the development and delivery of the Software hereunder, as well as for the transfer and assignment of all IP rights thereto, Client shall pay to Developer the amount agreed by the Parties in respective Annex (hereinafter referred to as the "Fee").
- 2) Unless otherwise agreed upon by the Parties in respective Annex, the Fee shall be payable in instalments as follows:
 - a. 50% to be payable upon the execution of the respective Annex; and
 - b. remaining 50% to be payable upon the acceptance of the Software delivered under such an Annex.
- 3) The Fee shall be paid within 15 business days following the receipt of Developer's invoice.
- 4) Client shall make payments by banking transfer to the banking account of Developer indicated in respective invoice. The currency of payment is EURO.
- 5) Each Party shall be solely responsible for its own banking expenses. All the taxes/duties under the laws applicable to either Party shall be paid by such Party respectively, unless otherwise provided for under the applicable laws.

VII. WARRANTIES

- 1) Developer hereby represents and warrants to Client that:
 - a) the Software, or any portion thereof, do not infringe any intellectual property rights (including trade secret) or privacy or similar right of any third party;
 - b) it is under no obligation or restriction that would in any way interfere or be inconsistent with, or present a conflict of interest concerning, the rights transferred and assigned hereunder or its obligations hereunder;
 - c) it has and will have all rights necessary to enter into and perform its obligations hereunder;
 - d) no claim, whether or not embodied in an action past or present, of infringement of any patent, copyright, trademark, or other intellectual property right (including trade secret), privacy or similar right has been made or is pending against Developer regarding the Software;
 - e) none of the Software includes or will include any harmful or spying programs or codes;
 - f) it possesses and during the Term hereof will possess full power and authority to enter into this Agreement and to fulfill its obligations hereunder;
 - g) it is financially sound and technically competent to perform its obligations hereunder, and agrees that any change in such status shall be immediately communicated in writing to Client;
 - h) the Software and all portions thereof shall be, or have been, developed solely by Developer, through the use of Developer's employees, agents or subcontractors and all such employees, agents and subcontractors have executed an agreement providing that all right, title and interest thereto is assigned to Developer.

VIII. TERMINATION

- 1) This Agreement may be terminated in accordance with any of the following provisions:
 - a) Client may terminate this Agreement at any time for any reason or no reason by providing thirty (30) days' prior written notice to Developer; in this case Developer shall be entitled to the Fee pro rata to the services actually provided, while any overpayment, if any, shall be promptly returned to the Client.
 - b) Either Party may immediately terminate this Agreement if the other Party breaches this Agreement and such a breach has not been remedied within 10 days following respective notice of the other Party.
- 2) Except as otherwise stated herein, the termination of this Agreement by its terms shall not serve to waive, limit, bar or otherwise extinguish any rights that either Party may have for a breach of this Agreement.

IX. CONFIDENTIALITY

- 1) Developer acknowledges that Developer may have access to information of Client that is considered by Client to be confidential or proprietary including, without limitation, all intellectual property rights, trade secrets, copyrights, customer lists, and customer information ("Confidential Information").
- 2) Confidential Information does not include information that (a) has been made public by an act or omission by a third party; (b) Developer receives from an unrelated third party without restriction on disclosure and without breach of a nondisclosure obligation; (c) Developer knew prior to receiving such information; or (d) Developer develops independently without use of Confidential Information.
- 3) Developer agrees to maintain as confidential and not disclose the Confidential Information to any third party and will not use any Confidential Information for any purpose other than for the performance of its obligations under this Agreement. Developer agrees to use all reasonable efforts to prevent any unauthorized disclosure of the Confidential Information disclosed by Client under this Agreement.
- 4) Developer acknowledges and agrees that Client does not wish to receive from Developer any confidential information of Developer or of any third party. Developer represents and warrants that any information provided to Client in connection with this Agreement shall not be confidential or proprietary to Developer or any third party.
- 5) Developer shall immediately notify Client upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement, and will cooperate with Client in every reasonable way to regain possession of the Confidential Information and prevent its unauthorized use.

- 6) In case of the breach by the Developer of the provision of this section, the Developer shall pay to the Client (1) the amount of all Clients loses connected therewith (including reasonable attorneys fees); or (2) a penalty amount of EUR50,000.00, whichever is greater.

X. INDEMNIFICATION

- 1) Developer hereby agrees to indemnify Client, its affiliates, officers and partners, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, arising out of or connected with any material breach by Developer of any of the terms of this Agreement, and from and against any claim that the Software infringe on the intellectual property rights or proprietary rights of any third party. If Developer becomes aware of any such possible infringement, Developer shall immediately notify Client in writing. Client shall have the right, at its option, to control its own defence and engage counsel acceptable to Client.

XI. MISCELLANEOUS

- 1) All notices or requests, including communications and statements which are required or permitted under the terms of this Agreement, shall be in writing and shall be sent by either email or recognized commercial overnight courier. Notices shall be effective upon receipt.
- 2) Developer shall not be entitled to assign, pledge or transfer any of its rights and obligations under this Agreement without the express written consent of Client. Client shall be entitled to assign any and all rights herein granted to any person, corporation or entity.
- 3) The formation, construction, performance and enforcement of this Agreement shall be in accordance with the law of England and Wales. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by English courts.
- 4) This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter of the Agreement and supersedes any and all other agreements, written or oral, that the Parties heretofore may have had with respect to the subject matters herein.
- 5) No amendment, modification, or waiver of the terms of this Agreement shall be binding unless reduced to writing and signed by both Parties. The Parties herein agreed that facsimile signatures are duly acceptable as signatures for all documents executed by the Parties proceeding from this Agreement (including this Agreement itself).
- 6) This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.
- 7) The language of this Agreement is English. Should any translated version hereof be attached hereto (including side-by-side), the English version of the Agreement shall be the only authentic one.
- 8) In the event any provision of this Agreement (or portion thereof) is determined by a court to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed to have been deleted from this Agreement, while the remainder of this Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

On behalf of the DEVELOPER:


Marina Rivnaya, Director



On behalf of the CLIENT:



E-Magnus N.V., Director

ANNEX 1
to the Software Development Agreement
dated as of 24th of April 2023 (the “Agreement”)

This Annex 1 (the “Annex”) to the Agreement has been executed and entered into this 24th of April 2023 by and between:

Kaliten Limited, company duly registered under the Hong Kong Law, having its registered office at Office 4, 10/F., Kwan Chart Tower, No. 6 Tonnochy Road, Wanchai, Hong Kong, company number 3082012 (hereinafter referred to as the “Developer”), and

BEASTONE N.V., company duly registered under the Curacao Law, having its registered office at Schout Bij Nacht Doormanweg 40, Curacao, company number 160218 (hereinafter referred to as the “Client”),

Developer and Client collectively hereinafter referred to as the “Parties” and each individually as a “Party”,
than hereby agreed as follows:

I. Considering general terms of the Agreement, the Developer shall develop for the Client the following Software for the respective Fees:

1. Journey Builder Module – 200.000 EUR (two hundred thousand euro)
2. CUSTOMER RELATIONS AUTOMATION (CRA) – 170.000 EUR (one hundred and seventy thousand euro)
3. Mass Messages Sender – 135.000 EUR (one hundred and thirty five thousand euro)

The total Fee for the Software development is 505.000 EUR (five hundred and five thousand euro).

Description of the developed Software follows:

1. THE MODEL OF JOURNEY BUILDER MODULE

1.1 Purpose of the module

The Journey Builder module is specifically designed to construct automated scripts for promotions, mailings, and other marketing activities within the application. Its main goal is to engage and retain users while also attracting new ones.

1.2 Implementation objectives

The module is intended to achieve the following objectives:

- Provide a visual representation of the stages involved in creating a promotion.
- Establish communication channels for effective interaction.
- Define the necessary conditions and mechanics for issuing bonuses.
- Customize the promotion's visual presentation and determine where it will be displayed to the user.

1.3 Domain

This module is meant to seamlessly integrate with other modules within the application, ensuring cohesive functionality.

1.4 Components

The Journey Builder module comprises the following components:

- a) Client: This component handles the user interface and interactions.
- b) Server: This component manages the backend operations and data processing.

1.5 End users

The module is intended for use by the CRM managers.

Functional and Non-Functional Requirements for Journey Builder

2.1 User’s functionalities

The functionalities of the module are intended exclusively for authorized users. Only users with proper authorization should have access to the following functions:

Sorting the promotion list by name, time and date of creation, as well as time and date of the promotion's start.

Creating a promotion, which involves the following steps:

- a. Entering the promotion name.
- b. Selecting the time and date for the promotion to begin.
- c. Choosing the brand and currency associated with the promotion.
- d. Specifying the purpose of the promotion.
- e. Selecting users to participate in the promotion through filtering or by uploading a file.
- f. Choosing the promotion mechanics.
- g. Selecting the method of communication with the user.
- h. Selecting the channel (website or application) on which the promotion will be run.
- i. Saving the promotion.
- j. Saving and initiating the promotion.

2.2 Automatic operations

The module provides automatic execution of the following operations:

- Displaying the list of promotions in chronological order based on their creation time and date, with the newest promotions appearing first.
- Assigning a unique ID to each promotion.
- Notifying the successful loading of a CSV file containing a list of promotion participants.
- Sending a message to the participants of the promotion.
- Automatically restarting the module if the connection with the server is lost.
- Displaying error messages when necessary.
- Validating the completion of required fields to ensure data integrity.

2.3. The module should ensure that the following nonfunctional requirements are met:

- Development as a Web Application: The module should be developed and implemented as a web-based application.
- Displaying data as a table: The module should present data in a tabular format for easy visualization.
- Compatibility with Google Chrome: The module should be fully functional and compatible with the current versions of the Google Chrome web browser.
- Data transfer in JSON format: The module should utilize JSON (JavaScript Object Notation) format for efficient and standardized data exchange.
- Interaction via HTTPS protocol: The module should communicate and interact with other modules securely using the HTTPS protocol.
- Recovery mode functionality: The module should incorporate a recovery mode to handle and resolve any malfunctions or errors.
- High availability: The module should aim for a minimum availability of 99.5%, with downtime not exceeding 3.5 hours per month.
- CSV user import: The module should provide the ability to import users from CSV (Comma-Separated Values) files.
- Email and SMS notifications: The module should support email and SMS notifications as communication channels for interacting with promotion participants.

INTERACTION OF THE MODULE WITH OTHER MODULES/SYSTEMS

3.1 The module is designed to seamlessly interact with other application modules and systems in order to receive and transfer the necessary data required to perform its functionality. This interaction ensures smooth collaboration and integration with the broader application ecosystem.

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2. THE CUSTOMER RELATIONS AUTOMATION (CRA) MODULE

1.1 Purpose of the module

The Customer Relations Automation (CRA) module belongs to the CRM system class and is designed to effectively manage customer relationships. The module aims to achieve the following objectives:

- Automate the creation and management of various types of promotional campaigns throughout their lifecycle.
- Target promotional campaigns to specific customer segments.
- Collect statistics and analyze the results of these campaigns.

1.2 Implementation objectives

The primary objectives of implementing the CRA module are as follows:

- Attracting new customers to the main platform by utilizing personalized bonuses and other marketing tools.
- Stimulating the activity of existing customers to enhance their engagement and retention.
- Providing a comprehensive system for creating, managing, and analyzing promotional campaigns to achieve business goals.

1.3 Domain

The CRA module is designed to seamlessly work in conjunction with the main platform and other modules within the CRM system. It operates within the broader application domain to effectively manage customer relationships.

1.4 Components

The CRA module comprises the following essential components:

- Client: The user interface component that allows CRM managers, customer support staff, and CRM administrators to interact with the system.
- Server: The backend component responsible for processing requests, executing campaign management functionalities, and managing data.
- Database: Stores relevant data related to promotional campaigns, customer segments, and campaign results.

1.5 End users

The system caters to the following end users:

- CRM managers: This role has access to campaign creation, lifecycle management, and reporting functionalities.
- Customer support staff: This role can view customer profiles in terms of their participation in specific promotional campaigns, as well as add or remove customers from campaigns.
- CRM administrators: This role has full access to all actions within the system, including configuring access rights and settings.

Functional and Non-Functional Requirements for CRA

2.1 User's functionalities

The system provides the following functionalities to authorized users:

- View a list of all created campaigns.
- Create new campaigns.
- Set or edit parameters for campaigns, including:
 - Campaign name.
 - Mechanics type.
 - Promo code.
 - Campaign appearance date on the website.
 - Campaign start date.
 - Campaign end date.
 - Brand and currency.
 - Visibility of the campaign for unlogged customers.
 - Customer segment eligibility.
 - Campaign page or banner appearance.
- Copy the settings of an existing campaign to create a new campaign.

- Manually change the status of a campaign.
- Search and filter campaigns in the list.
- View a list of clients who have participated in a campaign.
- View campaign statistics.
- Manually add campaign members.
- Download campaign results.
- Create new loyalty programs.
- Set or edit parameters for loyalty programs, including:
 - Loyalty program name.
 - Promo code.
 - Loyalty program start date.
 - Loyalty program end date (optional parameter).
 - Brand and currency.
 - Terms and bonuses.
 - Loyalty program rules text.
- Copy settings of an existing loyalty program to create a new one.
- View statistics of loyalty program participants.
- Manually complete loyalty programs.
- The available functions may vary based on the user's role in the system.

2.2 Automatic operations

The module automatically performs the following operations:

- Starting and ending campaigns or loyalty programs based on pre-set parameters.
- Checking if customers have fulfilled the conditions of a campaign.
- Determining if a campaign banner should be displayed to a specific customer.
- Verifying if a customer's actions comply with the terms of active campaigns.
- Calculating bonuses and rewards for eligible customers.

2.3 The module ensures that the following nonfunctional requirements are met:

- The client part of the system is implemented as a web application, providing accessibility and ease of use through web browsers.
- Access permissions and user functionalities are differentiated according to the role model, ensuring appropriate access and actions based on user roles within the system.
- The client application is designed to run and function correctly in the Google Chrome browser, ensuring compatibility and optimal performance.
- Interaction with other modules/systems occurs via the HTTP protocol, facilitating seamless communication and integration with other components of the system.
- The module supports the export of promotional campaign results in CSV (Comma-Separated Values) and XLSX (Microsoft Excel) file formats, enabling convenient data analysis and reporting.
- Customer lists can be imported from CSV file format, allowing easy and efficient data integration for campaign targeting.
- Supported image formats for banners include PNG (Portable Network Graphics) and JPG (Joint Photographic Experts Group), ensuring flexibility in designing visually appealing promotional materials.
- Promo codes follow a specific format: they can be 3 to 20 characters in length and may consist of letters of the Roman alphabet, numbers, and special symbols. This format ensures consistency and usability in managing promo codes.
- Dates are displayed in the format DD.MM.YYYY, and time is displayed in the format HH:MM, providing a standardized and easily understandable format for users interacting with the system.

INTERACTION OF THE MODULE WITH OTHER MODULES/SYSTEMS

3.1 The module interacts with the following modules/systems:

- The platform: The module interacts with the platform to receive relevant data about the customer's account and their activities on the website or in the mobile application. This data is used for campaign targeting and personalization.
- The DWH data warehouse: The module communicates with the data warehouse to provide the entire history of the customer's participation in campaigns. This information is shared with the data warehouse to facilitate analysis, reporting, and further data processing. The module ensures that the campaign participation history is accurately captured and made available for analysis within the data warehouse.

3. THE MASS MESSAGES SENDER MODULE

1.1 Purpose of the module

The primary purpose of this module is to facilitate mass marketing activities through various channels such as SMS, email, and WebPush messages.

1.2 Implementation objectives

The module is intended to be implemented as a dedicated messaging tool for the company, providing customization options to align with current business requirements. It aims to offer the capability to send messages to regions that may not be accessible through Salesforce's standard SMS messaging services. Essentially, the module's implementation seeks to reduce reliance on third-party solutions and enhance overall flexibility.

1.3 Domain

The module is designed to function either as an integral part of the Salesforce Marketing Cloud or within similar marketing solutions.

1.4 Components

The module comprises the following essential components:

- Client: The user interface component that allows marketers, analysts, and CRM managers to interact with the module.
- Server: The backend component responsible for processing requests, managing data, and executing marketing operations.
- API: Enables communication and integration with other modules or external systems.
- Database: Stores relevant data required for messaging operations and campaign management.

1.5 End users

The module caters to the following end users:

- Marketers: Individuals responsible for designing and executing marketing campaigns.
- Analysts: Professionals who analyze marketing data and extract insights for decision-making.
- CRM managers: Personnel overseeing customer relationship management and ensuring effective utilization of the module's features.

Functional and Non-Functional Requirements for Mass Messages Sender

2.1 User's functionalities

The module should provide the following functionalities to the user:

- Bulk send SMS, email, and push-messages.
- Retrieve the list of active mailings.
- Access the list of active user profiles.
- Retrieve the action list specific to a particular profile.
- Create, modify, and delete user profiles.
- Search for a profile and apply filters to the profiles list.
- Make requests to the Data Warehouse (DWH) to generate reports.
- Check the current status of a report.
- Download generated reports.
- Send individual SMS messages.
- Preview SMS content before sending.
- Subscribe and unsubscribe to WebPush notifications.

2.2 Automatic operations

The module should automatically perform the following operations:

- Conduct mass mailings, including sending scheduled or triggered campaigns.
- Receive event data for a user from the Platform, capturing relevant user interactions and activities.
- Record data about sent messages in the SendLog, ensuring proper tracking and logging of messaging activities.

2.3 The module should ensure that the following nonfunctional requirements are met:

- Masking of customer personal and contact details: By default, the module should implement masking techniques to protect the personal and contact details of customers stored in the module, ensuring that sensitive information is not visible or accessible in its raw form.
- Logging of user actions: All user actions performed within the system should be logged, capturing relevant details such as the action taken, the user responsible, and the timestamp. This logging mechanism aids in auditing, tracking user activities, and maintaining a comprehensive record of system interactions.
- Restriction on customer data export: The module should enforce restrictions to prevent the export of customer data. This ensures that customer data remains within the system and is not easily transferred or shared externally, maintaining data privacy and security.
- Parallel processing of dispatches by region: Dispatches, such as SMS or email campaigns, should be processed in parallel, categorized by region. Within each region, dispatches should be processed sequentially based on the order of submission, following a first-in, first-out (FIFO) approach. This approach optimizes efficiency and ensures timely delivery of messages while maintaining the intended order within each region.

INTERACTION OF THE MODULE WITH OTHER MODULES/SYSTEMS

3.1 The module should interact with the following modules/systems:

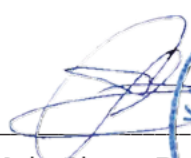
- Salesforce Marketing Cloud or similar solution: The module should integrate with Salesforce Marketing Cloud or a similar marketing solution to receive relevant data, such as the list of customers to send messages to, the content of the messages, scheduling information, terms and conditions, and other mailing settings. This integration ensures seamless coordination with the marketing platform for effective campaign execution.
- Data Warehouse (DWH): The module should interact with the DWH to receive client events that serve as triggers for mailings. These events can include user actions or behaviors that initiate specific mailings. Additionally, the module should send reports containing data on mailing list conversions, including metrics such as opens, clicks, and link clicks. This interaction enables the module to leverage data from the DWH for targeted and personalized mailings while also providing analytics and insights on mailing performance.
- nMPC (Notification Message Processing Center): The module should facilitate the automatic sending of trigger-based transactional messages during various processes, such as registration, verification, and similar actions. This interaction allows for the timely and contextually relevant delivery of transactional messages to users, enhancing the overall user experience and engagement.

II. The Parties agreed upon the following workflow with respective timeframes:

- 1) within 21 business days following the signature of this Annex the Developer shall create the initial version of the Software according to the Specification, and shall publish it at the Clients server (as communicated by the Client via email) and Compatible Platforms (at this stage the Software shall be accessible only be the Developer and the Client).
- 2) during 10 business days following the completion the stage 1 the Parties shall cooperate in order to test the Software. Thereafter, should the Software fully comply with the Client's expectations, the Client shall accept the Software. Otherwise, the Client shall communicate its remarks regarding the Software and the Developer shall promptly implement all necessary refinements. In the latter case, the first and second (this) stages of the workflow shall be repeated respectively, but within timeframes specified by the Client.
- 3) after the acceptance of the Software, the Developer shall within 5 days provide the Client with all respective materials as provided for in the clause 2 of section 1 of the Agreement, including all accesses to the Software (its administrative panel).
- 4) the Developer shall additionally provide to the Client support and refinement services regarding the Software, as necessary to maintain its compliance with the Specification, during 1 calendar year following the Software acceptance.
- 5) The Parties agreed that the total Fee for the services under this Annex shall be 505.000 EUR (five hundred and five thousand euro) payable according to the provisions of the Agreement. Furthermore, the Parties agreed that the Fees for the services under this Annex shall be paid in instalments as follows:
 - a. Until 1st of September 2023, the Developer shall issue and Client shall pay the invoice for 135.000 EUR (one hundred and thirty five thousand euro);
 - b. Until 1st of November 2023, the Developer shall issue and Client shall pay the invoice for 170.000 EUR (one hundred and seventy thousand euro);
 - c. Until 1st of December 2023, the Developer shall issue and Client shall pay the invoice for 200.000 EUR (two hundred thousand euro).

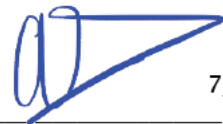
SIGNATORY PAGE

On behalf of the DEVELOPER:


Marina Rivnaya, Director



On behalf of the CLIENT:


7/14/2023
E-Magnus N.V., Director