

PUBLIC OFFERING

Under article 437 of the Civil Code of the Russian Federation

Novosibirsk

Twenty seventh of December
2021

DIGITAL TRANSITION, an Independent Nonprofit Organisation «National innovation research and development centre for digital and information technologies» (INPO «DIGITAL TRANSITION»), represented by chairman **Aleksei Ognev**, in keeping with the organizational Charter, hereinafter referred to as the **Organization**, hereby offers all interested persons, companies, and other organizations and their representatives, hereinafter referred to as **Partner**, or collectively as **Parties**, to make a voluntary asset contribution under the following conditions:

TERMS AND DEFINITIONS

- 1.1. **Charter activities - actions taken according to the Organization's charter.**
- 1.2. **The official site – an internet resource, accessible at www.digi.u.ai, where official Organization news and correspondence will be made available.**
- 1.3. **Goal** - the charter goal of the **Organization**, which is to provide services to support and develop the science, management and social development of individuals in the field of the development and implementation of artificial intelligence.
- 1.4. **Contribution** - a voluntary asset contribution made under the provisions of paragraph 3 of subsection 1 of article 26 of the Federal Law of 12.01.1996 № 7-FZ "On Non-Commercial Organizations" by the **Partner** to the **Organization** under the current offering, to support **Charter activities**.
- 1.5. **Points of monetization** - companies and other organizations created by the **Organization** or its subsidiaries and/or affiliates to monetize developments and implementing solutions based on artificial intelligence.

REPRESENTATIONS

- 2.1. The charter goal of the **Organization** is to provide support and development science, management, and social development for individuals services, in the field of artificial intelligence development and implementation
- 2.2. The **Organization** engages in commercial activity only to the extent that this activity is in service to and corresponds to the charter goals. Activities of this kind include:
 - 2.2.1. consulting services for the support and development of science in the field of the development and introduction of artificial intelligence;
publishing in fields related to the **Organization's** subject matter.
 - 2.2.2. organizing events, festivals, exhibits, fairs, conferences, seminars, webinars, courses, lectures, training sessions, meetups, roundtables, and other events, including international ones, within the framework of the charter activities.
 - 2.2.3. production and disseminating text, audio and video, including on digital media, on the internet, of technical, scientific, educational and public awareness materials related to the **Organization's** activities.
- 2.3. The **Organization's** core activities consist of:
 - 2.3.1. Developing socially significant programs and projects in the **Organization's** area of interest;
 - 2.3.2. Developing and launching programs and projects for the support and development of science aimed at achieving social progress through implementing artificial intelligence in social life;
 - 2.3.3. Conducting and managing scientific research aimed at developing and implementing artificial intelligence;



- 2.3.4. Developing and launching projects and programs for the support and development of science aimed at creating AI-based software, technical know-how, and products in both B2B and B2C markets.
- 2.3.5. Developing and launching projects and programs for the support of science aimed at creating solutions, programs and projects for overseeing the creation, development, and implementation of AI-based systems;
- 2.3.6. Developing and launching projects and programs for the support of science aimed at contributing to policymaking and recommendations for optimizing the introduction of AI into various areas of society and the public sphere;
- 2.3.7. Organizing and conducting research projects, methodological development, consulting and expert work aimed at the development and accomplishment of the **Goal**;
- 2.3.8. Developing and compiling databases, automated systems, sites, portals, and other digital resources (including video games on all platforms) related to the **Organization's** area of interest.
- 2.3.9. assistance in development and implementation of programs and projects, didactic, auxiliary materials of modern level, developed on the basis of integration of digital, information, scientific technologies, aimed at improvement of digital literacy and social development of citizens, in keeping with the **Goal**;
- 2.3.10. Developing and launching projects and programs aimed at promoting regional, inter-regional and international cooperation in science, business, information, and social policy, in keeping with the **Goal**;
- 2.3.11. implementation of educational activities aimed at raising public awareness in the field of development and introduction of artificial intelligence;
- 2.3.12. introduction of the general public to the values of national and international science in the field of development and introduction of artificial intelligence in Russia and abroad;
- 2.3.13. Participation in the development and implementation of Russian and international scientific programs to achieve the **Goal**;
- 2.3.14. Collaborating in creating and disseminating printed, audio and video materials in the areas of documentary, science, education, and publicity materials in keeping with the **Goal**;
- 2.3.15. Public information outreach about new developments in the **Organization's** area of interest.
- 2.3.16. participation in joint events and initiatives with organizations in Russia and abroad who are pursuing goals similar to those of the **Organization**;
- 2.3.17. participating in Russian and international congresses, scientific initiatives, and conferences in the **Organization's** area of interest;
- 2.3.18. organizing and hosting exhibitions, trade fairs, contests, forums, roundtables, business meetups, conferences, festivals, seminars, lectures, courses, webinars, technological, cultural and awareness building events in Russia and abroad, in keeping with the **Goal**;
- 2.3.19. collaborating on events for bringing public attention to the charter goals of the **Organization**, in Russia and abroad;
- 2.3.20. disseminating information in mass media and online and information networks in keeping with the **Goal**.
- 2.3.21. engaging in publishing efforts related to the goals and area of interest of the **Organization**;
- 2.4. In working towards the **Goal**, the **Organization** has the right to:
 - 2.4.1. build relationships with Russian and international organizations, share expertise and information within the limits of our charter activities, sign association agreements, make joint ventures, and sign civil law contracts;
 - 2.4.2. cooperate with interested state and local authorities, Russian and foreign commercial and non-commercial organizations and mass media;
 - 2.4.3. participate in joint programs, projects, and events with other organizations;
 - 2.4.4. hire experts and involve them in cooperation; bring together working groups (temporary teams) of scientists, experts, programmers, and analysts in the **Organization's** area of interest;
 - 2.4.5. establish scholarships, prizes, and grants administered by the **Organization**;



- 2.4.6. bring in investment for strengthening the technological capabilities and facilities of the **Organization's** research ventures;
 - 2.4.7. rise donations given by interested persons and/or companies, as well as other types of organizations;
 - 2.4.8. keep specific records of individual **Contributions** given by **Partners**;
 - 2.4.9. finance programs, projects, and other events;
 - 2.4.10. create and develop their own scientific and technical, information, methodological, production and service bases;
 - 2.4.11. bring in Russian and international investment for executing high-priority endeavors aimed at support and development in science, management, and social development for individuals in the field of AI development and implementation;
 - 2.4.12. buy and sell securities;
 - 2.4.13. buy and sell property and non-property rights;
 - 2.4.14. participate in business entities;
 - 2.4.15. participate in trust partnerships as an investor;
 - 2.4.16. transfer shares to the **Participants** free of charge, other financial instruments, shares, and deposits in the **Monetization Centers** and other legal entities, as well as entities that do not have the status of a legal entity, and any derivative financial instruments (including structural and other notes) both on the specified and other basic assets.
- 2.5. A **partner** understands and accepts that the provisions of paragraph 2.4.16 of this treaty are solely the right of the **Organization** not to be interpreted as any duty and/or obligation of the Organization to transfer items and/or other property. A **Partner** transfer of the items, property and rights of the Organization cannot be made conditional upon or in any way directly and/or indirectly related to the fulfilment of the above right of the **Organization**.
- 2.6. Each party affirms that it has all the rights and authority to enter into this contract and to perform the obligations established by it, and that the entering into the contract does not violate the terms of any other obligations of the parties to third parties.
- 2.7. Each party to the current agreement takes the presentations listed in this section into full account when signing or carrying out the current agreement.

PROCEDURE FOR THE CONCLUSION OF THE PUBLIC OFFERING

- 3.1. This is a public offer in accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation.
- 3.2. **The Parties** agree that full and final acceptance of the current offering occurs when any of the following actions is performed:
- 3.2.1. the **Partner** completes any of the action of transferring funds to the **Organization**; this includes but is not limited to the following options:
 - 3.2.1.1. depositing cash at the cash desk of the **Organization**, including through its representatives;
 - 3.2.1.2. direct fund transfer to the **Organization's** settlement account;
 - 3.2.1.3. transfer of funds using any available payment systems, including electronic payment services;
 and the **Organization** receives the funds transferred by the **Partner**;
 - 3.2.2. the **Partner** completes any of the action of transferring of any other property and/or proprietary rights to the **Organization**; this includes but is not limited to the following:
 - 3.2.2.1. uncertificated securities;
 - 3.2.2.2. digital rights;
 and the **Organization** receives the other property and/or proprietary rights transferred by the **Partner**.
- 3.3. The **Partner's** acceptance of the current offering with no omissions of any kind means that the **Partner** has read and agreed to all the conditions of the current offering and accepted them in full.
- 3.4. Place of business of the **Organization** is to be considered the place of conclusion of the current offering.



- 3.5. The current offering takes effect upon its publication on the **Official Site**.
- 3.6. The text of the current offering and/or any of its parts may be changed by the **Organization** without prior notification to the **Partners**, both those who have accepted it as well as those who plan to accept it in the future. Changes take effect immediately upon its publication.
- 3.7. The current public offering has no expiration date and remains in effect until a statement is published on the **Official Site** announcing the termination of the offering. The **Organization** has the right to terminate the offering at any time for any reason. Posting of information about the offer cancellation on the **Official Website** is a proper notification of **Partners** and all interested persons about such cancellation.
- 3.8. If one or more of the conditions of the offering becomes invalid, this does not invalidate the other conditions of the offering.

THE OBJECT OF THE AGREEMENT

- 4.1. The **Partner** transfers funds (including cash), other property and rights (including digital rights) belonging to them as a Contribution to the **Organization** for its maintenance and for the purposes acting in accordance with the **Charter Activities**.
- 4.2. The **Organization** commits to acting in accordance with the Charter as well as articles 2.1-2.4 of the current agreement.
- 4.3. The **Organization** accepts the **Contribution** received under this offering for the financing of programs and projects in accordance with the **Purpose** for carrying out its **Charter activities**.
- 4.4. The current offering is a contract of accession based on the provisions of Article 437 of the Civil Code of the Russian Federation. The **Partner** accepts the terms and conditions of this contract only by joining it as a whole. In this regard, the **Partner** confirms that the contract does not contain any onerous terms that it would not accept if it had the opportunity to participate in determining the terms of this contract.

OTHER CONDITIONS

- 5.1. The **Contribution** is considered transferred to the **Organization** as soon as it is credited to a bank account of the **Organization** or when other property and/or proprietary rights are actually received for direct use and disposal by the **Organization**.
- 5.2. The **Partner** determines the amount of the **Contribution** and transfers it to the **Organization** by any method from those listed in paragraph 3.2 of the current offering or by any other method not prohibited by the legislation of the Russian Federation, provided that it can be used at a given time as specified on the Official Website and/or its subdomains.
- 5.3. The **Parties** have agreed that the Contribution is non-refundable: its refund, return and/or compensation to the Partner or a third party in any form is impossible and will not be made. The **Partner** understands and agrees that the **Organization** will not refund the **Contribution** regardless of the reasons, grounds, and/or subject matter of the application for such refund by the **Partner** or any third party.
- 5.4. When transferring the **Contribution** for the purpose of its own identification and compliance with the requirements of the legislation, the **Partner** specifies the following:
 - 5.4.1. name, surname and patronymic;
 - 5.4.2. name of the legal entity (if any);
 - 5.4.3. e-mail address and/or telephone number.
- 5.5. By entering into this offering, the **Partner**, acting on its own will and in its own interest, gives its agreement to the processing of its personal data by the **Organization**, namely, to perform, actions including collection, systematization, accumulation, storage, clarification (including updating, modification), use, distribution, depersonalization, blockage and destruction of any information related to personal data of the **Partner** for the purpose of concluding and execution of this offering.
- 5.6. All other matters not covered by the present offering shall be governed by the current legislation of the Russian Federation and the existing applicable law.



LIABILITY OF PARTIES

- 6.1. The Parties are fully responsible for compliance with the requirements of this contract, including responsibility for the correctness, completeness and relevance of the information provided.
- 6.2. Failure to fulfill or improper fulfillment of the responsibilities outlined in the current agreement makes parties liable in accordance with the law.

COMPANY AND CONTACT INFORMATION:

DIGITAL TRANSITION, an Independent Nonprofit Organisation «National innovation research and development centre for digital and information technologies»

Abbreviated name **INPO «DIGITAL TRANSITION»**

Address: office 607, 48 Kirova street, Novosibirsk, Russia, 630102

OGRN 1215400051151 INN: 5405068863 KPP: 540501001

Chairman: **Aleksei Andreevich Ognev**

Information about activities (OKVED), main / additional:

62.02 Information technology consulting

62.01 Software development

