

**PUBLIC OFFER AGREEMENT**  
**on the provision of services**

**INDIVIDUAL PERSON-ENTREPRENEUR TIMOSHENKO MARINA VOLODYMYRIVNA**, valid on the basis of the Statement from the Unified State Register of Legal Entities, Individual Entrepreneurs, and Public Organizations dated January 8, 2024. №201035000000478877, hereinafter referred to as the "Executor", on the one hand, and the person who joined this Agreement by accepting the offer to conclude this Agreement on the terms determined by the Executor, hereinafter referred to as the "Customer", on the other hand, hereinafter jointly - "The Parties", and each separately - a "Party", expressing their free will and guided by the norms of the current legislation of Ukraine, concluded this Agreement on the provision of services (hereinafter - the "Agreement") on the following:

**1. TERMS**

- 1.1. The Agreement is a public agreement within the meaning of Article 633 of the Civil Code of Ukraine, and the person who accepts the offer (public offer) to conclude the Agreement (implements acceptance) becomes the Customer in accordance with Article 642 of the Civil Code of Ukraine, Article 11 of the Law of Ukraine "On Electronic Commerce" and conditions of this Agreement.
- 1.2. The Agreement is an offer (public offer) to an unlimited number of individuals and legal entities to enter into an Agreement with the Executor by fully and unconditionally accepting the terms of this Agreement.
- 1.3. The terms of the Agreement are the same for all persons who have decided to accept the terms of this Agreement.
- 1.4. The Agreement is an accession agreement within the meaning of Article 634 of the Civil Code of Ukraine, since its terms are determined by the Contractor and can be accepted by the Customer only by joining the proposed Agreement as a whole. In case of disagreement of the Customer with all or individual provisions of this Agreement, the conclusion of the Agreement does not take place.
- 1.5. Payment of the Contractor's services by non-cash transfer of funds on the basis of an invoice issued by the Contractor, including using an electronic means of payment, is considered joining the Agreement.
- 1.6. The contract is considered concluded from the date of payment to the Contractor for the services provided by the Customer under the conditions established by this Contract.
- 1.7. The parties may agree on another method of joining the Agreement and determine another moment of concluding the Agreement.
- 1.8. The Customer's performance of the actions provided for in Clause 1.5 of this Agreement is considered the Customer's acceptance of the offer to conclude the Agreement (execution of acceptance), and also confirms the fact of the Customer's full and unconditional acceptance of the terms of this Agreement without any reservations or comments in accordance with Article 642 of the Civil Code of Ukraine. By accepting the Contractor's offer (public offer), the Customer agrees to all the terms of this Agreement and confirms that he understands the content of the Agreement and the legal consequences of its conclusion.
- 1.9. The contract is an electronic contract within the meaning of Article 3 of the Law of Ukraine "On Electronic Commerce", concluded using available information and telecommunication systems and cannot be invalidated in connection with its execution in electronic form.
- 1.10. This Agreement in paper form can be provided at the Customer's request, and can also be printed out by the Customer independently from the Contractor's website: <https://urist.od.ua/>.
- 1.11. The terms used in this Agreement have the following meanings:
  - 1.11.1. Public offer - the Contractor's proposal to conclude a Contract, posted on the Contractor's website and set forth by the Contractor in the terms of this Contract, addressed to an unspecified circle of

individuals and legal entities;

1.11.2. Acceptance - full, unconditional and unconditional acceptance by the Customer of the terms of the Agreement by paying for the services of the Contractor;

1.11.3. Customer - a natural or legal person who receives services from the Contractor on the terms stipulated in the Agreement;

1.11.4. The Contractor's website is a set of web pages available on the Internet under a domain name [urist.od.ua](http://urist.od.ua);

1.12. The contract is concluded on the basis of a proposal to conclude it (public offer) by the Contractor and its acceptance (acceptance) by the Customer.

1.13. The Contractor's public offer is set out in the terms of this Agreement.

1.14. The acceptance of the Public Offer is the performance by the Customer of the actions specified in Clause 1.5 of the Agreement, which result in the conclusion of this Agreement.

1.15. By concluding the Agreement, the Customer confirms:

1.15.1. full and comprehensive familiarization with the Public Offer set forth in the terms of this Agreement;

1.15.2. his unconditional and unconditional acceptance of the Public Offer set forth in the terms of this Agreement;

1.15.3. complete understanding of the content of their obligations under the Agreement and the legal consequences of its conclusion.

1.16. The confirmation of the conclusion of the Agreement is a receipt, check, payment order, other settlement or cash document (in electronic and/or paper form) certifying the fact of payment for the services that are the subject of the Agreement, in accordance with the requirements of the legislation of Ukraine, unless otherwise agreed by the Parties.

## **2. SCOPE OF THE CONTRACT**

2.1. Under the conditions and in the order stipulated by this Agreement, the Contractor undertakes to provide, and the Customer to accept and pay for legal service, informational and consulting services on Ukrainian and international legislation, business activities and management, accounting and financial reporting, taxation, etc. (hereinafter - services).

2.2. The subject of the Agreement is the services that the Customer has chosen from the list of services posted on the Contractor's website.

2.3. Services under the Agreement, at the discretion of the Contractor, may include: seminars, webinars, round tables, reports, forums, thematic discussions, lectures, oral, written, group, individual consultations, answers to questions, analytical, methodological and consulting materials, reviews of legislative changes and judicial practice, etc.

2.4. The topic, method of provision and term (term) of provision of services are indicated on the website of the Contractor and/or a written contract for the provision of services, and/or on the basis of a verbal agreement.

2.5. The Contractor independently forms a list of services that can be provided to the Customer on the basis of this Agreement, and posts such a list of services on the Contractor's website.

### 3. PROCEDURE FOR PROVISION OF SERVICES

3.1. To receive services under the Agreement, the Customer must order an invoice for payment of the Contractor's services or payment of the Contractor's services using an electronic payment method.

3.2. The Customer is obliged to provide the Contractor by e-mail with information about:

3.2.1. name, surname and patronymic (if available) and/or title;

3.2.2. position (if available);

3.2.3. registration number of the taxpayer's registration card and/or code according to the Unified State Register of Enterprises and Organizations of Ukraine;

3.2.4. means of communication (phone number, e-mail address, etc.);

3.2.5. the number of event participants covered by the selected service.

3.3. If the Contractor needs additional information, he has the right to request it from the Customer. In case of failure to provide the necessary information by the Customer, the Contractor is not responsible for possible deficiencies in the primary documents and other documents drawn up in the process of fulfilling the terms of the Agreement.

3.4. From the moment of providing the information specified in clause 3.2, the process of concluding the Agreement begins and the Parties undertake to ensure the fulfillment of the conditions stipulated by the Agreement for its conclusion.

3.5. The customer is responsible for **reliability of the information provided during registration.**

3.6. After the Customer provides the necessary information to the Contractor's e-mail address, the Contractor sends an invoice for payment to the Customer, unless otherwise provided by the payment method chosen by the Customer.

3.7. Payment of services according to the issued invoice is consent to receive the services selected by the Customer on the Contractor's website.

3.8. The contractor provides services in accordance with the legislation of Ukraine and the terms of this Agreement.

3.9. After providing the services chosen by the Customer, the Contractor shall draw up an Act on the services rendered (hereinafter referred to as the "Act") in 2 (two) copies. The act is provided (sent) to the Customer within 5 (five) calendar days from the date of its signing by the Contractor.

3.10. The Customer is obliged within 5 (five) calendar days after the date of receipt of the Act to review it, sign and return one copy of the signed Act to the Contractor or provide written, justified comments regarding the quality or other conditions of service provision.

3.11. In the event of the Customer's refusal to sign the Act received from the Executor, the Parties shall conduct negotiations regarding the quality or other conditions of service provision within 10 (ten) calendar days after the Customer's notification of refusal to sign the Act and sign the Act taking into account the changes made as a result of the negotiations.

3.12. In the event that during the negotiation period established by Clause 3.11 of this Agreement, the Parties do not reach an agreement on the settlement of disagreements regarding the quality or other conditions of service provision, the dispute between the Parties may be submitted for consideration in a court of law in accordance with the requirements of the current legislation of Ukraine or in another manner, agreed by the Parties.

3.13. In the event that the Contractor has not received from the Customer a copy of the Act signed by the Customer or written substantiated comments regarding the quality or other conditions of service provision within 30 (thirty) calendar days from the date of provision (sending) of the Act to the Customer, the relevant Act is considered signed and agreed by the Customer, and the Contractor's services are properly provided and accepted by the Customer in full without comments.

### 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The executor has the right to:

4.1.1. to receive from the Customer the information necessary for the provision of services;

4.1.2. independently set the price of services and other terms of their provision by posting relevant information on the Contractor's website or determine the price of services after discussion with the Customer;

- 4.1.3. make changes to the Agreement by posting them on the Contractor's website without special notice to the Customer;
- 4.1.4. store and process personal data obtained in the process of providing services in accordance with the requirements of the current legislation of Ukraine;
- 4.1.5. suspend the provision of services if the Customer does not fulfill its monetary obligations for payment of services in a timely manner;
- 4.1.6. completely or partially suspend the provision of services in case of impossibility of providing services due to technical or other objective reasons.
- 4.2. The executor is obliged to:
  - 4.2.1. provide services in accordance with the terms of this Agreement;
  - 4.2.2. provide clarification on issues arising from the Customer in connection with the provision of services to him;
  - 4.2.3. provide services personally and/or with the involvement of third parties, while remaining fully responsible to the Customer for the provision of services;
  - 4.2.4. ensure the protection of personal data received from the Customer.
- 4.3. The customer has the right to:
  - 4.3.1. receive services provided by the Contractor in accordance with the terms of the Agreement;
  - 4.3.2. to receive complete and reliable information about the scope of services provided, as well as clarification on issues arising from the Customer in connection with the provision of services to him.
- 4.4. The customer is obliged to:
  - 4.4.1. familiarize yourself with the terms of the Agreement posted on the Contractor's website;
  - 4.4.2. to provide reliable and complete information necessary for the conclusion and execution of the Agreement;
  - 4.4.3. make payment for the services provided in accordance with the terms of the Agreement at the prices determined by the Contractor;
  - 4.4.4. immediately notify the Contractor of a change in his details, circumstances and facts that are important for the provision of services under the Agreement;
  - 4.4.5. not to copy or distribute without the written consent of the Contractor the consultations, materials, presentations, clarifications, and other information received during the execution of the Agreement;
  - 4.4.6. to provide the Contractor with premises and technical means (in the case of providing services at the Customer's location).

## **5. PRICE OF SERVICES AND PROCEDURE OF CALCULATIONS**

- 5.1. The price of the Contractor's services is indicated on the Contractor's website and/or as agreed by the parties.
- 5.2. The Contractor has the right to unilaterally change the price of any service by noting the new price of the service on the Contractor's website.
- 5.3. The cost of the services chosen by the Customer is determined on the basis of invoices that are an integral part of this Agreement.
- 5.4. The Contractor may not change the price of the service paid by the Customer.
- 5.5. The Contractor provides the Customer with services subject to their prior payment. The customer makes preliminary payment for the selected services no later than 5 (five) calendar days before the date of service provision. The parties may agree on a different payment term for the Contractor's services.
- 5.6. Settlements between the Customer and the Contractor are made by paying the bill issued by the Contractor and/or by other means specified on the Contractor's website.
- 5.7. In the event that the Customer issues payment documents, the reference to the number and date of the invoice issued by the Contractor must be specified in the "Payment purpose" column.
- 5.8. The payment is considered completed from the moment the funds are credited to the current account of the Contractor. The Customer is responsible for the correctness of the transfer of funds.
- 5.9. The Customer's payment of services means the Customer's full and unconditional agreement with the Public Offer set out in the terms of this Agreement.
- 5.10. The price of services includes taxes and fees (other mandatory payments), which are payable

by the Contractor in connection with the fulfillment of the terms of the Agreement in accordance with the requirements of the current legislation of Ukraine.

## **6. RESPONSIBILITY OF THE PARTIES**

6.1. The Parties are responsible for breach of the Agreement in accordance with the provisions of the current legislation of Ukraine and the terms of this Agreement.

6.2. A violation of the Agreement is its non-fulfillment or improper fulfillment, that is, fulfillment in violation of the conditions defined by the content of this Agreement.

6.3. The Contractor is not responsible for improper performance or non-performance of the terms of this Agreement in the event that the Customer has not provided the information and documents necessary for the provision of services, or in the event of the provision of incomplete information and documents or the provision of contradictory and/or inaccurate information and/or documents

6.4. The customer is responsible for the reliability and completeness of the information provided during registration. In the event that the Customer did not specify or incorrectly specified information about himself, the Contractor is not responsible for the Customer's losses incurred as a result of the provision of services and/or other actions due to the impossibility of correct identification of the Customer.

6.5. In case of non-provision of services due to the Contractor's fault, the Contractor shall return the payment made to the Customer within 5 (five) calendar days based on the Customer's written statement.

6.6. In the event that the Customer makes a payment, but does not receive services due to reasons beyond the Contractor's control, such funds may be credited with the Customer's consent to future payments for services to be provided by the Contractor, or may be returned at the Customer's request.

6.7. If payment systems are used to pay for services on the Contractor's website, then the operator of payment infrastructure services is responsible for the correctness and timeliness of the transfer of funds, as well as the preservation and processing of personal data and other information provided to initiate the transfer of funds, in accordance with the procedure provided for by the legislation of Ukraine .

6.8. The contractor is not responsible for the violation of the terms of the Agreement, committed by him due to the fault of the provider of intermediate services in the information field.

## **7. CIRCUMSTANCES OF FORCE MAJEURE (FORCE MAJEURE)**

7.1. The Parties are released from responsibility for non-fulfillment or improper fulfillment of obligations under the Agreement, if this occurred as a result of force majeure, i.e. extraordinary and unforeseeable circumstances that arose after the conclusion of this Agreement, do not depend on the will of the Parties and are beyond their control, to which include, in particular, but not exclusively, martial law, hostilities, revolutions, coups d'état, natural disasters, man-made and other accidents, accidents in the power supply and communication system, strikes, lockouts, acts of sabotage and terrorism, decisions of state and local bodies authorities, epidemics, pandemics, emergency situations that make it objectively impossible to fulfill the terms of the Agreement (hereinafter referred to as "force majeure").

7.2. Force majeure applies, and the Party for which force majeure has occurred is released from responsibility for breach of the terms of the Agreement, if a certificate of the Chamber of Commerce and Industry of Ukraine or a regional chamber of commerce and industry or another official document issued by an authorized body or organization of the state is received, where force majeure occurred.

7.3. The Party for which the force majeure has occurred is obliged to notify the other Party about it within 3 (three) calendar days from the date when the Party became aware of the force majeure, and to provide the other Party with the appropriate documents to confirm the force majeure.

7.4. From the moment of notification of force majeure by the other Party, the performance of the terms of the Agreement is suspended, and the term of performance of obligations under the Agreement is extended for the period of existence of force majeure.

7.5. Suspension of the performance of the terms of the Agreement means that the Contractor stops providing the services provided for in the Agreement, and the Customer must not make further payments for services that were not provided, without negative consequences, fines and liability for

each of the Parties.

7.6. The Party affected by the force majeure is obliged to notify the other Party of the termination of the force majeure within 3 (three) calendar days from the date when the Party became aware of the termination of the force majeure.

7.7. Each Party has the right to initiate termination of the Agreement if the duration of the force majeure exceeds 3 (three) months.

## **8. PERSONAL DATA**

8.1. Each of the Parties consents to the collection and processing of their personal data (including collection, registration, accumulation, storage, adaptation, change, renewal, use and distribution (distribution, sale, transfer), depersonalization, destruction of personal data, including using information (automated) systems, as well as other types of activities that the Parties may perform regarding personal data in written (paper), electronic and other forms), in particular, but not exclusively, the following personal data: name, surname, patronymic, date birth, identity document data (number, series, date of issue, issuing authority, etc.), registration number of the taxpayer's registration card (tax number), extract of data from the state register of legal entities and individual entrepreneurs, taxation system, information about education and qualifications, telephone number, e-mail address and other data voluntarily provided for the purpose of ensuring the implementation of contractual relations between the Parties, keeping accounting and management records, conducting advertising campaigns and marketing research, sending information and telecommunications means of communication (e-mail, mobile communication, through messengers, applications, social networks, etc.) of electronic commercial messages, communication and relations with state authorities and local self-government bodies, as well as for other purposes covering the legitimate interest of the Contractor.

8.2. The Parties undertake to ensure adequate protection of personal data from illegal processing and illegal access by third parties, including taking the necessary measures to prevent the disclosure of personal data of officials, employees, authorized representatives of the Parties, if such personal data were entrusted to the Party or became known to the Party in connection with obligations under the Agreement.

8.3. By concluding the Agreement, the Customer confirms that he has been notified (without additional notification) of the rights of the subject of personal data, established by the Law of Ukraine "On the Protection of Personal Data", as well as by the General Regulation on Data Protection (EU) 2016/679 of April 27, 2016. (EU General Data Protection Regulation, hereinafter — GDPR) and other applicable European legislation on data protection, the purpose of processing personal data, the composition and content of collected personal data, as well as the conditions for access to personal data of third parties.

## **9. RESOLUTION OF DISPUTES**

9.1. Disputes that arise between the Parties during the execution of this Agreement or in connection with it shall be resolved through negotiations.

9.2. All disputes of the Parties, regarding which an agreement was not reached, may be submitted for resolution in a court of law in accordance with the requirements of the current legislation of Ukraine.

9.3. By mutual agreement of the Parties, the dispute may be referred for resolution to a mediator or other independent professional mediator.

## **10. DURATION OF THE AGREEMENT**

10.1. The Agreement enters into force on the date specified in Clause 1.6 of this Agreement and is valid until the Parties fully fulfill their obligations under the Agreement.

10.2. The Agreement is prematurely terminated:

10.2.1. by mutual consent of the Parties;

10.2.2. by a court decision that has entered into force;

10.2.3. for other reasons stipulated by the current legislation of Ukraine and this Agreement.

## **11. OTHER TERMS**

11.1. The Contractor has the right to unilaterally make changes to the Contract by publishing changes to the Contract on the Contractor's website. Amendments to the Agreement shall enter into force from the date of their publication on the Contractor's website, unless a different term of entry

into force is not additionally specified upon their publication.

11.2. According to this Agreement, the executor has the status of a single tax payer of the 3rd group.

11.3. For issues arising in connection with the conclusion, execution and termination of this Agreement and not regulated by it, the Parties undertake to be guided by the norms of the current legislation of Ukraine, in particular the provisions of the Civil Code of Ukraine, the Economic Code of Ukraine and the Law of Ukraine "On Electronic Commerce".

11.4. If any provision of this Agreement becomes invalid, this shall not affect the validity of the remaining provisions of the Agreement. In this case, the Parties, as far as possible, try to agree on the replacement of the invalid condition with new valid provisions that allow the maximum achievement of the initial intentions of the Parties.

11.5. The Parties undertake to keep confidential the confidential information and commercial secrets that became known to them in connection with the fulfillment of the terms of the Agreement, not to disclose the confidential information and commercial secrets of the other Party, and also not to use the relevant information in their own interests or in the interests of third parties.

11.6. The parties bear full responsibility for the completeness and authenticity of the details provided by them in the documents. The parties undertake to immediately notify each other of a change in name, designation, organizational legal form, location (place of residence), mailing addresses, telephone numbers, e-mail addresses, details of bank and other accounts. In case of non-notification, the guilty Party bears the risk of the related adverse consequences (including tax).

## **12. ADDRESS AND DETAILS OF THE PERFORMER**

INDIVIDUAL PERSON - ENTREPRENEUR

Tymoshenko Maryna Volodymyrivna 65122, Odesa, str. Architektorska, building No. 14/1, apartment 96,

Identification code: 3161118888

phone: (068) 554-38-75, info@urist.od.ua

Bank account: UA 513052990000026008024924231

Name of the bank

JSC CB "PRIVATBANK",