

PUBLIC OFFER AGREEMENT

for the Provision of Services

Private Entrepreneur (PE) DOBROVOLSKA ANTONINA PETRIVNA, operating under the trademark **WebDS** since 2020, acting on the basis of an Extract from the Unified State Register of Legal Entities, Individual Entrepreneurs, and Public Associations dated 16.12.2021, No. 201035000000096581, hereinafter referred to as the "Service Provider", on the one hand, and the individual who has accepted this Agreement by agreeing to the terms and conditions proposed by the Service Provider, hereinafter referred to as the "Client", on the other hand, collectively referred to as the "Parties", and each individually as a "Party", expressing their free will and guided by the applicable legislation of Ukraine, have entered into this Service Provision Agreement (hereinafter referred to as the "Agreement") as follows:

GENERAL PROVISIONS

1.1 This Agreement constitutes a public agreement within the meaning of Article 633 of the Civil Code of Ukraine. An individual who accepts the offer (public offer) to enter into this Agreement (performs acceptance) becomes the Client in accordance with Article 642 of the Civil Code of Ukraine, Article 11 of the Law of Ukraine "On Electronic Commerce", and the terms of this Agreement.

1.2 This Agreement is a proposal (public offer) addressed to an unlimited number of natural and legal persons to conclude an agreement with the Service Provider by fully and unconditionally accepting the terms of this Agreement.

1.3 The terms of the Agreement are identical for all persons who choose to accept it.

1.4 This Agreement is an adhesion contract within the meaning of Article 634 of the Civil Code of Ukraine, as its terms are defined by the Service Provider and may only be accepted by the Client through full adhesion to the proposed Agreement. If the Client disagrees with all or any part of this Agreement, no agreement shall be concluded.

1.5 Payment for the Service Provider's services by means of non-cash transfer, based on an issued invoice (including the use of electronic payment systems), shall be deemed the Client's accession to this Agreement.

1.6 The Agreement is considered concluded from the date the Service Provider receives the payment made by the Client in accordance with the terms of this Agreement.

1.7 The Parties may agree on an alternative method of accession to the Agreement and define a different moment of its conclusion.

1.8 The Client's actions as set forth in Clause 1.5 of this Agreement shall be deemed acceptance of the offer to enter into this Agreement and confirm the Client's full and unconditional consent to all its terms without any reservations, as per Article 642 of the Civil Code of Ukraine. By accepting the Service Provider's public offer, the Client agrees to all provisions of this Agreement and confirms that they understand its content and the legal consequences of entering into it.

1.9 This Agreement is considered an electronic agreement within the meaning of Article 3 of the Law of Ukraine "On Electronic Commerce" and is concluded using available information and telecommunication systems. It shall not be deemed invalid solely due to its execution in electronic form.

1.10 A paper copy of this Agreement may be provided at the request of the Client, and the Client may also independently print the Agreement from the Service Provider's website: <https://webds.ua>

1.11 The terms used in this Agreement shall be interpreted as follows:

1.11.1 Public Offer – the Service Provider's proposal to conclude an agreement, posted on the Service Provider's website and outlined in this Agreement, addressed to an indefinite number of individuals and legal entities;

1.11.2 Acceptance – full, unconditional, and unreserved acceptance by the Client of the terms of this Agreement through payment for the Service Provider's services or by any other method agreed upon by the Parties;

1.11.3 Client – a natural or legal person receiving services from the Service Provider under the terms defined in this Agreement;

1.11.4 Service Provider's Website – a collection of web pages accessible on the Internet under the domain name *webds.ua*;

1.11.5 Intermediary Service Providers in the Information Sphere – telecommunications operators (providers), payment infrastructure operators, registrars (administrators) assigning network identifiers, and other entities that ensure the transmission and storage of information using information and telecommunication systems, created, used, or distributed in accordance with this Agreement.

1.12 This Agreement is concluded on the basis of the Service Provider's proposal (public offer) and its acceptance by the Client.

1.13 The Service Provider's public offer is set forth in the terms of this Agreement.

1.14 The Client's acceptance of the public offer shall be understood as the actions specified in Clause 1.5 of this Agreement, which result in the conclusion of this Agreement.

1.15 By entering into this Agreement, the Client confirms:

1.15.1 full and comprehensive acquaintance with the public offer set forth in this Agreement;

1.15.2 unconditional and unreserved acceptance of the public offer;

1.15.3 full understanding of the obligations under this Agreement and the legal consequences of its conclusion.

1.16 Confirmation of the conclusion of this Agreement is a receipt, invoice, payment order, or any other settlement or cashier document (in electronic and/or paper form) confirming the fact of payment for the services under this Agreement, in accordance with the legislation of Ukraine, unless otherwise agreed by the Parties.

2. SUBJECT OF THE AGREEMENT

2.1 Under the terms and conditions set forth in this Agreement, the Contractor undertakes to provide, and the Client agrees to accept and pay for, information and consulting services concerning Ukrainian and international legislation, business operations and management, accounting and financial reporting, taxation, and related matters (hereinafter referred to as the "Services").

2.2 The subject of this Agreement shall be the Services selected by the Client from the list of services posted on the Contractor's website.

2.3 At the Contractor's discretion, the Services under this Agreement may include: seminars, webinars, round tables, presentations, forums, thematic discussions, lectures, oral, written, group, and individual consultations, responses to inquiries, analytical, methodological and consulting materials, reviews of legislative changes and judicial practice, etc.

2.4 The topics, manner, and terms (duration) of the provision of the Services shall be specified on the Contractor's website.

2.5 The Contractor independently determines the list of Services that may be provided to the Client under this Agreement and publishes such list on the Contractor's website.

2.6 The place of provision of the Services shall be indicated on the Contractor's website.

3. PROCEDURE FOR PROVIDING SERVICES

3.1 To receive Services under this Agreement, the Client must register with the Contractor. Registration is carried out via phone number or email address provided on the Contractor's website, as well as through the Contractor's website by ordering an invoice for payment of the Contractor's Services or by paying for the Contractor's Services using an electronic payment method.

3.2 Upon registration, the Client is obliged to provide the Contractor with the following information:

3.2.1 Full name (including patronymic, if applicable) and/or company name;

3.2.2 Position (if applicable);

3.2.3 Taxpayer Identification Number and/or Unified State Register of Enterprises and Organizations of Ukraine code;

3.2.4 Contact details (phone number, email address, etc.);

3.2.5 Number of participants covered by the selected Service.

3.3 If additional information is required, the Contractor shall have the right to request it from the Client. In the event the Client fails to provide the necessary information, the Contractor shall not be held liable for any deficiencies in primary documents or other documentation prepared in the course of performing this Agreement.

3.4 Upon completion of registration, the process of concluding the Agreement shall commence, and the Parties shall undertake to ensure compliance with the terms necessary for its conclusion.

3.5 The Client shall be responsible for the accuracy of the information provided during registration.

3.6 The Client shall register only after reviewing the terms of this Agreement posted on the Contractor's website.

3.7 After registration, an invoice for payment of the selected Services shall be sent to the Client's email address, unless otherwise provided by the payment method chosen by the Client.

3.8 Payment of the invoice constitutes the Client's consent to receive the Services selected on the Contractor's website.

3.9 The Contractor shall provide the Services in accordance with the laws of Ukraine and the terms of this Agreement.

3.10 Services shall be provided through offline events (with physical presence at a designated location) and online events (via the Internet using remote viewing services), as well as by other forms and methods determined by the Contractor.

3.11 In the case of Services provided in the form of an online event, the Contractor shall grant the Client access to view the online event on the Internet platform selected by the Contractor no later than 2 (two) calendar days prior to the event date.

3.12 The date of the event (or the commencement of the event) shall be indicated on the Contractor's website.

3.13 The Contractor shall not be liable if the Client misses the event that started at the time specified on the Contractor's website or within 15 minutes after the start time indicated on the website.

3.14 The Services shall be deemed provided to the Client upon completion of the event as described on the Contractor's website.

3.15 After the provision of the Services selected by the Client, the Contractor shall prepare a Service Acceptance Certificate (hereinafter referred to as the "Certificate") in two (2) copies. The Certificate shall be provided (sent) to the Client within 5 (five) calendar days from the date of signing by the Contractor.

3.16 The Client shall review, sign, and return one signed copy of the Certificate to the Contractor or provide written substantiated comments regarding the quality or other terms of the Services within 5 (five) calendar days from the date of receipt of the Certificate.

3.17 In case of refusal by the Client to sign the Certificate received from the Contractor, the Parties shall conduct negotiations regarding the quality or other terms of the Services within 10 (ten) calendar days from the date the Client notifies the Contractor of such refusal and shall sign the Certificate reflecting any changes agreed upon as a result of such negotiations.

3.18 If the Parties fail to reach an agreement to resolve disputes regarding the quality or other terms of the Services within the negotiation period stipulated in clause 3.17 of this Agreement, the dispute may be submitted for resolution in court in accordance with the applicable laws of Ukraine or in any other manner agreed by the Parties.

3.19 If the Contractor does not receive from the Client a signed copy of the Certificate or written substantiated comments regarding the quality or other terms of the Services within 30 (thirty) calendar days from the date of delivery (sending) of the Certificate to the Client, the Certificate shall be deemed signed and accepted by the Client, and the Contractor's Services shall be deemed duly provided and fully accepted by the Client without any comments.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 The Contractor shall have the right to:

4.1.1 receive from the Client the information necessary for the provision of the Services;

4.1.2 independently set the price of the Services and other terms of their provision by posting the relevant information on the Contractor's website;

4.1.3 amend the Agreement by publishing such amendments on the Contractor's website without special notification to the Client;

4.1.4 store and process personal data obtained during the provision of Services in accordance with the requirements of applicable Ukrainian legislation;

4.1.5 suspend the provision of Services in the event of the Client's late fulfillment of its payment obligations;

4.1.6 fully or partially suspend the provision of Services in case of impossibility to provide the Services due to technical or other objective reasons.

4.2 The Contractor shall be obliged to:

4.2.1 provide the Services in accordance with the terms of this Agreement;

4.2.2 provide clarifications on issues arising for the Client in connection with the provision of the Services;

4.2.3 ensure the Client's ability to view online events in the manner stipulated by this Agreement;

4.2.4 provide the Services personally and/or with the involvement of third parties, remaining fully responsible to the Client for the provision of the Services;

4.2.5 ensure the protection of personal data received from the Client.

4.3 The Client shall have the right to:

4.3.1 receive the Services provided by the Contractor in accordance with the terms of the Agreement;

4.3.2 receive complete and accurate information about the scope of Services provided, as well as clarifications on issues arising in connection with the provision of the Services.

4.4 The Client shall be obliged to:

4.4.1 independently familiarize themselves with the terms of the Agreement posted on the Contractor's website;

4.4.2 provide accurate and complete information necessary for the conclusion and performance of the Agreement;

4.4.3 make payments for the Services provided in accordance with the terms of the Agreement at the prices determined by the Contractor;

4.4.4 promptly notify the Contractor of any changes to their details, circumstances, or facts that are important for the provision of Services under this Agreement;

4.4.5 not copy or distribute, without the Contractor's written consent, consultations, materials, presentations, clarifications, or other information received in the course of performance of this Agreement;

4.4.6 provide the Contractor with premises and technical means (in case the Services are provided at the Client's location).

5. SERVICE FEES AND PAYMENT PROCEDURE

5.1 The price of the Contractor's Services shall be indicated on the Contractor's website.

5.2 The Contractor shall have the right to unilaterally change the price of any Service by publishing the new price on the Contractor's website.

5.3 The cost of Services selected by the Client shall be determined based on invoices, which constitute an integral part of this Agreement.

5.4 The Contractor shall not change the price of a Service that has already been paid by the Client.

5.5 The Contractor provides Services subject to prepayment. The Client shall make prepayment for the selected Services no later than 5 (five) calendar days prior to the date of service provision. The Parties may agree on a different payment deadline.

5.6 Payments between the Client and the Contractor shall be made using the methods specified on the Contractor's website.

5.7 When issuing payment documents, the Client shall indicate in the "Payment Purpose" field a reference to the invoice number and date issued by the Contractor.

5.8 Payment shall be deemed completed once funds are credited to the Contractor's current account. The Client shall bear responsibility for the correctness of the funds transfer.

5.9 In case of impossibility or refusal to use the Contractor's Services, the Client shall notify the Contractor in writing no later than 3 (three) calendar days before the service date specified in the invoice. Based on the written request, the Contractor shall refund the Client's paid funds within 5 (five) business days from the date of receiving the written request including the Client's account details.

5.10 The settlement document in case of refusal to provide the Service shall be generated electronically (including display of a QR code) and sent to the Client's specified email address.

5.11 If the Client refuses or is unable to use the Contractor's Services less than 3 (three) calendar days prior to the service date, the payment made shall not be refunded unless otherwise agreed by the Parties.

5.12 Payment by the Client for Services constitutes full and unconditional acceptance of the Public Offer set forth in the terms of this Agreement.

5.13 The Service price includes taxes and fees (other mandatory payments) payable by the Contractor in connection with the performance of this Agreement in accordance with the applicable laws of Ukraine.

6. LIABILITY OF THE PARTIES

6.1 The Parties shall be liable for breach of this Agreement in accordance with the provisions of applicable Ukrainian law and the terms of this Agreement.

6.2 A breach of the Agreement shall mean its non-performance or improper performance, i.e., performance in violation of the conditions set forth herein.

6.3 The Contractor shall not be liable for improper performance or non-performance of the Agreement in cases where the Client failed to provide necessary information and documents required for the provision of Services, or provided incomplete, contradictory and/or inaccurate information and/or documents.

6.4 The Client shall be responsible for the accuracy and completeness of the information provided during registration. If the Client fails to provide or provides incorrect information about themselves, the Contractor shall not be liable for any damages incurred by the Client resulting from refusal to refund prepayment, provision of Services, and/or other actions arising from the inability to correctly identify the Client.

6.5 In case of non-provision of Services due to the Contractor's fault, the Contractor shall refund the Client within 5 (five) calendar days upon receipt of the Client's written request.

6.6 Refunds for Services not provided shall be made using the same payment method as the original transaction. Refunds shall be credited to the card from which the prepayment was made on the website.

6.7 If the Client delays payment of Services as of the date of their provision, the Client shall lose the right to receive Services unless otherwise agreed by the Parties.

6.8 In case of delayed payment by the Client, the Client shall pay the Contractor a penalty in the amount of double the discount rate of the National Bank of Ukraine calculated on the unpaid monetary obligation for each day of delay.

6.9 If the Client's payment delay exceeds 30 (thirty) calendar days from the date of Service provision, in addition to the penalty specified in clause 6.8 of this Agreement, the Client shall pay a fine equal to the amount of unpaid Services.

6.10 If the Client has made payment but did not receive Services due to reasons beyond the Contractor's control, such funds may, upon agreement with the Client, be credited towards future payments for Services to be provided by the Contractor, or refunded upon the Client's request.

6.11 Where payment systems are used on the Contractor's website, the operator of the payment infrastructure services shall be responsible for the accuracy and timeliness of the funds transfer, as well as for the protection and processing of personal data and other information provided to initiate the transfer, in accordance with Ukrainian law.

6.12 The Contractor shall not be liable for breaches of the Agreement caused by intermediate service providers in the information sector.

7. FORCE MAJEURE

7.1 The Parties shall be released from liability for failure to perform or improper performance of obligations under this Agreement if such failure or improper performance resulted from force majeure circumstances, i.e., extraordinary and unforeseeable events occurring after the conclusion of this Agreement, beyond the control and will of the Parties, including but not limited to military actions, revolutions, coups, natural disasters, man-made and other accidents, failures in power supply or communication systems, strikes, lockouts, sabotage and terrorist acts, decisions of governmental and local authorities, epidemics, pandemics, emergencies that make it objectively impossible to perform the terms of the Agreement (hereinafter – "force majeure").

7.2 Force majeure shall be recognized and the Party affected by force majeure shall be released from liability for breach of the Agreement upon receipt of a certificate from the Chamber of Commerce and Industry of Ukraine or the regional Chamber of Commerce and Industry, or other official document issued by an authorized body or organization of the state where the force majeure event occurred.

7.3 The Party affected by force majeure shall notify the other Party within 3 (three) calendar days from the date it became aware of the force majeure event and provide the other Party with appropriate documents confirming the force majeure.

7.4 From the moment of receipt of the force majeure notification by the other Party, performance of the Agreement shall be suspended, and the term for fulfillment of obligations under the Agreement shall be extended by the duration of the force majeure.

7.5 Suspension of performance of the Agreement means that the Contractor shall cease providing Services stipulated by the Agreement, and the Client shall not be obliged to make further payments for Services not provided, without any negative consequences, penalties, or liabilities for either Party.

7.6 The Party affected by force majeure shall notify the other Party of the termination of the force majeure event within 3 (three) calendar days from the date it became aware of such termination.

7.7 Either Party shall have the right to initiate termination of the Agreement if the duration of the force majeure exceeds 1 (one) month.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Contractor holds exclusive rights to intellectual property objects created during the performance of this Agreement, including the rights provided for by the legislation of Ukraine, the Berne Convention for the Protection of Literary and Artistic Works of 1886, the Universal Copyright Convention of 1952, and other international legal instruments, namely:

8.1.1 the exclusive right to use the intellectual property object;

8.1.2 the exclusive right to authorize the use of the intellectual property object;

8.1.3 the exclusive right to prevent unlawful use of the intellectual property object, including the right to prohibit such use;

8.1.4 other intellectual property rights that currently exist or may arise in the future.

8.2 For the purposes of this Agreement, intellectual property objects shall include, but not be limited to, the Contractor's website, information posted on the Contractor's website including texts, infographics, presentations, images, audiovisual works, working and advertising materials, commercial communications, marketing research in paper, electronic, or any other form, software, logos, graphics, sounds, etc., used or created by the Contractor in the performance of this Agreement.

8.3 The Contractor's exclusive rights to intellectual property objects created during the performance of the Agreement extend to the completed intellectual property object (in electronic, paper, or other forms), as well as to materials obtained in the process of its creation, audio and video recordings, regardless of language or form of expression, including data compilations and software.

8.4 Intellectual property objects owned by the Contractor may be used by the Client under the terms of a limited non-exclusive license, which excludes the possibility of the Client using such intellectual property objects in a field identical or similar to the Contractor's business, and also excludes the right of the Client to grant licenses to third parties for the use of the Contractor's intellectual property.

8.5 By granting the right to use intellectual property objects to the Client, the Contractor does not transfer exclusive intellectual property rights to such objects and does not authorize their use for the purpose of engaging in any activity identical or similar to that of the Contractor.

8.6 The use of the Contractor's intellectual property objects by third parties is allowed only with the Contractor's permission, except in cases provided by the legislation of Ukraine.

8.7 The Contractor uses intellectual property objects belonging to third parties based on licenses, agreements, or other lawful grounds.

8.8 The Contractor may freely use its skills, know-how, and experience, as well as use and disclose any generalized ideas, concepts, methods, and techniques acquired or developed in the course of performing this Agreement, without disclosing the Client's confidential information.

9. PERSONAL DATA

9.1 Each Party consents to the collection and processing of their personal data (including collection, registration, accumulation, storage, adaptation, alteration, updating, use and dissemination (distribution, realization, transfer), anonymization, destruction of personal data, including through the use of information (automated) systems, as well as other types of activities that the Parties may perform in relation to personal data in written (paper), electronic and other forms), in particular, but not limited to, the following personal data: first name, last name, patronymic, date of birth, personal identification document data (number, series, date of issue, issuing authority, etc.), taxpayer identification number, extracts from the Unified State Register of Legal Entities and Individual Entrepreneurs, tax regime, information on education and qualifications, phone number, email address and other data voluntarily provided for the purpose of ensuring the fulfillment of contractual relations between the Parties, accounting and management, conducting advertising campaigns and marketing research, sending electronic commercial messages via information and telecommunication means (email, mobile communications, messengers, apps, social networks, etc.), communication and interaction with public authorities and local self-government bodies, as well as for other purposes within the legitimate interest of the Contractor.

9.2 The Parties undertake to ensure the proper protection of personal data from unlawful processing and unauthorized access by third parties, including the implementation of necessary measures to prevent the disclosure of personal data of officials, employees, or authorized representatives of the Parties if such personal data have been entrusted to or become known to a Party in connection with the performance of obligations under this Agreement.

9.3 By entering into this Agreement, the Client confirms that they have been informed (without the need for additional notice) of the rights of the personal data subject established by the Law of Ukraine "On Personal Data Protection", the purpose of personal data processing, the scope and content of the personal data collected, as well as the conditions for third-party access to such personal data.

10. DISPUTE RESOLUTION

10.1 Any disputes arising between the Parties during the performance of this Agreement or in connection therewith shall be resolved through negotiations.

10.2 All disputes between the Parties that cannot be resolved through mutual agreement may be submitted for resolution to a court in accordance with the applicable laws of Ukraine.

10.3 By mutual agreement of the Parties, a dispute may be submitted for resolution to a mediator or another independent professional intermediary.

11. TERM OF THE AGREEMENT

11.1 This Agreement enters into force on the date specified in Clause 1.6 of this Agreement and shall remain in effect until the full performance by the Parties of their obligations stipulated herein.

11.2 The Agreement may be terminated early:

11.2.1 by mutual consent of the Parties;

11.2.2 by a court decision that has entered into legal force;

11.2.3 on other grounds provided by the applicable legislation of Ukraine and this Agreement.

12. MISCELLANEOUS

12.1 The Contractor has the right to unilaterally amend this Agreement by publishing the changes on the Contractor's website. Such amendments shall take effect from the date of their publication on the Contractor's website, unless a different effective date is specified at the time of publication.

12.2 The Contractor under this Agreement has the status of a single tax payer under Group 3.

12.3 In matters arising from the conclusion, performance, and termination of this Agreement which are not regulated herein, the Parties undertake to be governed by the applicable legislation of Ukraine, in particular the provisions of the Civil Code of Ukraine, the Commercial Code of Ukraine, and the Law of Ukraine "On Electronic Commerce".

12.4 If any provision of this Agreement becomes invalid, this shall not affect the validity of the remaining provisions of the Agreement. In such a case, the Parties shall, to the extent possible, endeavor to agree on replacing the invalid provision with a new valid provision that best reflects the original intent of the Parties.

12.5 The Parties undertake to keep confidential information and trade secrets that became known to them in connection with the performance of this Agreement, not to disclose such information or trade secrets of the other Party, and not to use such information for their own benefit or for the benefit of third parties.

12.6 The Parties shall bear full responsibility for the accuracy and completeness of the details provided in their documents. The Parties undertake to promptly notify each other of any changes in name, legal form, location (residence), mailing addresses, telephone numbers, email addresses, banking or other account details. Failure to provide such notification shall result in the responsible Party bearing the risks of any adverse consequences (including tax-related ones) arising therefrom.