

Limited Liability Company "METASEL", EDRPOU code 45204742, hereinafter referred to as the "Administrator", hereby publishes information on services provided by natural or legal persons, hereinafter referred to as the "Service Provider", on the Website, on the one hand, offering capable individuals or legal entities, hereinafter referred to as the "Client", on the other hand, collectively referred to as the "Parties", and each individually as a "Party", to contract the Services, as listed on the Website (hereinafter referred to as the "Services"), on the terms set forth below.

Definitions

The Administrator shall refer to the Limited Liability Company "METASEL" (identification code 45204742), duly authorized to administer the Website, disseminate information regarding the Services, and undertake promotional activities for said Services.

The Website, as used in this Agreement, shall refer to <https://pravdop.com/>.

The Service Provider shall mean the business entity (either an individual entrepreneur or a legal entity) that provides the Administrator with information about services to be featured on the Website <https://pravdop.com/> and assumes the responsibility to provide the service to the Client as per the terms of this Agreement. The name and details of the Service Provider for each Client are outlined in documents on the provision of Services provided to the Client, such as the invoice.

Business reputation refers to the evaluation of the entrepreneurial, public, professional, or other activities of the Service Provider and/or Administrator. This assessment is conducted by the Client through the dissemination of information by making it known to at least one person in any manner. Methods include, but are not limited to, posting on the Internet, in printed publications, through mailings, or by leaving reviews, comments, and links in any other public method. This includes spreading false information, that is, information that does not correspond to reality, and spreading information that violates personal non-property rights. This might either harm the Service Provider's personal non-property interests or impede the Service Provider's ability to fully and timely exercise his or her personal non-property rights.

The Order shall mean the mutually agreed commitment between the Service Provider and the Client to provide specific Services.

The Client shall refer to any capable natural person or legal entity that has requested Services from the Service Provider and has agreed to the terms of this Public Offer Agreement.

The Content on the Website <https://pravdop.com> constitutes protected intellectual property, comprising texts of articles, their titles, previews, abstracts, illustrations, trademarks, logos, as well as the design, structure, selection, coordination, appearance, overall style, and layout of the content on the Website, and other objects of intellectual property, collectively and/or individually hosted on the Website and protected under the Law of Ukraine "On Copyright and Related Rights."

Services shall mean any legal, accounting, advisory, and informational services, as well as any other actions executed by the Service Provider to meet the Client's needs as specified in this Agreement, invoices, and any other agreements with the Client. Upon the Client's request, the Service Provider may offer additional services not covered by this Agreement and not explicitly listed on the Website.

The Public Offer shall refer to the proposal of the Service Provider to enter into this Agreement under the terms specified therein, as outlined on the Internet at the following link: <https://pravdop.com/>. This offer is extended to an indefinite group of capable natural and legal persons.

By making payment for the services provided by the Service Provider, as detailed on this Website, the Client hereby accepts this Public Offer. Herein, the Service Provider and the subject of the agreement are defined in the Public Offer Agreement under the following conditions:

1. GENERAL TERMS AND CONDITIONS

1.1. This Agreement constitutes a public offer per Articles 633, 641 of Clause 63 of the Civil Code of Ukraine. This Agreement (public offer) holds the same legal force as a paper-based contract. It contains all essential conditions for concluding an agreement remotely, i.e., through the Internet, allowing the Client to directly familiarize themselves with the Services.

1.2. Upon acceptance of the terms of this Agreement, the individual or legal entity accepting the offer becomes the Client. Acceptance (confirmation) occurs upon the Client's initial payment of 10% of the order's value, under the conditions specified in this Agreement, or through any other actions that signify the Client's acceptance of the Public Offer. The Executor under this Agreement is the entity whose invoice has been settled. The subject matter of the Agreement comprises the Services defined within this Agreement, invoice, and any additional agreements with the Client.

1.3. The Administrator uses the website: <https://pravdop.com/> for the following purposes:

- Posting the Service Provider's Services and necessary information regarding them on the website;
- Promoting the Services online;
- Providing free access to electronic content posted on the Website for the Service Provider, Client, and other parties;
- Enabling the Client to place orders for Services featured on the website.

1.4. The Public Offer serves as the Agreement **under which** services are rendered by all Service Providers, unless they have entered into a separate written agreement with the Client. In cases requiring amendments to the Public Offer, such adjustments are made upon the agreed initiative of a specific Service Provider. The technical placement of the new version is managed by the Administrator. The revised version of the public offer becomes effective upon its publication on the website.

1.5. The Service Provider shall render the Services within reasonable timeframes, unless otherwise agreed upon separately by the Client and the Service Provider.

1.6. The cost and conditions of Service provision, as listed on the website, are indicative and may differ from the actual cost of Service provision. The actual cost of Services is determined based on the specifics of the Order and Service provision.

1.7. By mutual agreement, the Client and the Service Provider shall reserve the right to enter into a separate agreement to regulate their legal relationships. Should a separate agreement be concluded, the provisions of this Public Offer Agreement shall not apply to such legal relationships.

1.8. Communication between the Client and the Service Provider shall be conducted through the Administrator by convenient means, including but not limited to postal exchange, email correspondence, messaging apps, and other software, as well as conducting online meetings using specialized communication tools. Any information transmitted by one Party to the other through the aforementioned communication channels shall be deemed delivered and read by the recipient upon receipt of the information or receipt of electronic evidence of such receipt.

2. CLIENT'S RIGHTS AND OBLIGATIONS

2.1. Within the framework of this Agreement, the Client is entitled to approach the Service Provider with both verbal and written inquiries concerning the execution of this Agreement or the process of Service provision. Responses to written inquiries shall be provided by the Service Provider verbally or through correspondence via e-mail or messaging apps.

2.2. The Client retains the right to oversee the Service Provider's compliance with its obligations and may request a report on the Services provided at any stage of execution. Such reports may be provided orally or in writing, including via email correspondence and other messaging apps.

2.3. If the Service Provider refuses to fulfill its obligations under this Agreement or fails to comply with the terms of service delivery set forth herein, except as provided in Clauses 2.4, 2.5, 2.6, 3.7, and 3.9 of this Agreement, the Client reserves the right to terminate the Agreement prematurely. The Service Provider's refusal to fulfill its obligations under this Agreement shall be communicated in written form by dispatching an appropriate notification via postal mail or e-mail.

2.4. The breach of stipulated deadlines for service provision by the Service Provider will be considered an unjustifiable lapse in meeting the agreed-upon timeframes. Failure to meet deadlines for service provision shall not be deemed as such under the following circumstances:

- In case of objective circumstances beyond the control of both Parties that were not known to the Parties at the moment of entering into this Agreement;
- In cases of force majeure events (including but not limited to instances arising from a state of war in Ukraine);
- If the Client is duly informed by the Service Provider about a delay in Service provision due to any circumstances, and both Parties agreed on a revised timeframe for Service provision;
- If the delay arises due to actions or inactions of the Client, the submission of inaccurate or imprecise information and documents by the Client;
- If the delay in service provision arises from the actions or inactions of government entities, local authorities, courts of all jurisdictions, or other physical and legal entities, upon whose actions the provision of services to the Client is contingent.

2.5. The Client is obligated to:

2.5.1. Provide information and documents specified as necessary by the Service Provider (either verbally or in writing via mobile communication, email, or messaging apps) within the timelines established by the Service Provider (but not exceeding 30 calendar days) to fulfill their obligations under this Agreement.

2.5.2. Prior to the commencement of the Services, the Client shall make payment as per the mutually agreed cost with the Service Provider. The receipt of payment shall be confirmed through a bank receipt or by other means.

2.5.3. Issue a power of attorney to the Service Provider and their employee(s) or authorized individuals for the execution of all requisite actions (upon the Service Provider's request and within the timelines stipulated by the Service Provider, not exceeding 30 calendar days), pertinent to the provision of the Service.

2.5.4. Provide the Service Provider with documents essential for the discharge of their obligations concerning the provided Service and the Information specified in clause 2.4.1. The specifications regarding the form and content of documents from the Client for the provision of services under the Agreement shall be determined by the Service Provider. The Service Provider reserves the right to demand all documents necessary for the provision of Services under the Agreement.

The Service Provider shall be exempt from liability for failure to provide or timely provision of services under this Agreement if:

- The Client fails to provide documents, or provides them incompletely, within the designated timeframe required for the Service Provider to render services (in writing via mobile communication, email, messaging apps), provided such delay does not extend beyond 30 calendar days.

- The Client has submitted inaccurate (including forged) documents.
- The Client has provided erroneous or false information that has affected or could impact the Service Provider's ability to render services.
- The Client has not undertaken the necessary steps to have documents authenticated by a notary, consular legalized, or apostilled.

The delivery of document copies or originals shall be conducted through personal handover to the Service Provider or by personal postage dispatch.

2.5.5. Within the timelines agreed upon with the Service Provider, the Client shall perform all necessary actions that require personal execution, including but not limited to granting a power of attorney to the Service Provider, reviewing and confirming document content, submitting documents (or their copies), and signing documents required for the execution of the agreement by authorized representatives of the Client. This also encompasses carrying out essential financial transactions, fulfilling tax and duty payments, etc.

2.5.6. Ensure timely and complete payment for the Services rendered by the Service Provider.

The Client shall bear sole responsibility for the accuracy of payments made by them.

2.5.7. In the event of heightened complexity in the contractual tasks or an extension of the time required for their completion due to additional obligations imposed by the Client upon the Service Provider (including but not limited to obtaining specific documents on behalf of the Client, document translation, obtaining notarized copies, performing other actions on behalf of and for the benefit of the Client necessary for the provision of Services by the Service Provider), the Client shall, upon the Service Provider's request, compensate for these services and/or reimburse additional expenses.

Should the complexity or duration of tasks increase due to the Client's individual preferences, which were not previously agreed upon by the Parties upon agreement execution, or as a result of circumstances caused by the Client's actions (**including but not limited to** delays in attending notarial appointments, late submission of documents, or extended waiting periods due to the Client's representatives), the Client shall, upon the Service Provider's request and at the Service Provider's discretion, be liable to pay for these services in accordance with the Service Provider's fee schedule or reimburse the time spent at a rate of 4000 UAH per hour for legal work (or any amount equivalent to 100 US dollars based on the official exchange rate of the National Bank of Ukraine on the day of compensation or invoice issuance) and 2000 UAH per hour for assistant legal work (or any amount equivalent to 50 US dollars based on the official exchange rate of the National Bank of Ukraine on the day of compensation or invoice issuance).

2.6. In the event of the Client's breach of obligations under this Agreement, provision of inaccurate information to the Service Provider, or submission of documents containing false information, the Service Provider shall be discharged from any liability for non-performance or inadequate performance of their obligations.

The Client acknowledges and agrees that the Service Provider shall not bear responsibility for the non-performance or inadequate performance of its obligations under this Agreement due to the non-performance or inadequate performance of obligations by employees (personnel) of third-party individuals and legal entities (courier services, governmental bodies, etc.), as well as due to wrongful actions and decisions of third-party individuals (employees, personnel) and legal entities (courts, governmental bodies).

2.7. For the purpose of implementing the provisions of this Agreement, the Client authorizes the Service Provider to represent its interests and to undertake actions on its behalf that may lead to legal consequences or to refrain from taking such actions.

2.8. The Client is obligated to refrain from any actions that could damage or undermine the honor, dignity, or business reputation of the Service Provider and/or Administrator, other Clients, or any other individuals.

3. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

3.1. The Service Provider shall be entitled to assign its rights and obligations under this Agreement to third parties as it deems fit while assuming responsibility for the actions or inactions of such third parties.

3.2. The Service Provider shall be entitled to disclose the information, including personal data and confidential information received from the Client in the course of performing the Agreement to third parties without the Client's written consent. The Service Provider shall uphold the stipulations outlined in the Privacy Policy when transferring data and information to third-party entities.

3.3. The Service Provider shall promptly (within one working day) respond to the Client's requests. The information conveyed by the Service Provider in response to the Client's inquiries pertains solely to the process of service provision and is not intended as legal advice. While the Client may use the provided information as they see fit without necessitating the Service Provider's approval, it is acknowledged that the Service Provider cannot be held responsible for any actions taken by the Client based on their independent interpretation of the response information, absent prior agreement with the Service Provider.

3.4. The Service Provider determines the forms and volumes of documents and information to be provided by the Client in order for the Service Provider to perform its obligations in accordance with the requirements of the current legislation and based on its own knowledge and practice. In the event of any legislative changes or shifts in legal practice, the Client is obliged, upon request by the Service Provider, to provide additional documents or information necessary for the provision of services under this Agreement, within the timelines specified by the Service Provider.

3.5. The Service Provider undertakes to render the Services within the agreed-upon timeframe and under the terms as mutually agreed with the Client. The commencement of the agreed-upon timeframe commences upon the Client's complete fulfillment of obligations as outlined in Section 2.5 of this Agreement, accompanied by the signing of all documents provided by the Service Provider. Upon the completion of service provision under this Agreement, the Service Provider notifies the Client either verbally or in written form, utilizing messaging apps, mobile communication, postal services, fax, or e-mail.

3.6. The Service Provider shall notify the Client without any delay about the impossibility to perform an order or about complications arising in the process of order performance.

3.7. If the Client refuses to continue cooperation under this Agreement, systematic failures (two or more instances) to perform their obligations under the Agreement, suspension of service delivery due to the Client's fault for the period exceeding three months from the date of acceptance of this Agreement, the Service Provider shall be entitled to early terminate this Agreement by serving written notice on the Client using messaging apps, mobile communication, postal correspondence, fax, or e-mail. In this case, the price of the Services shall amount to the size of the actual payments made by the Client under the Agreement.

3.8. Official fees, banking services, notary services, translation services, and other official expenses are not covered by the Service Provider's Service fees. These aforementioned costs shall be paid separately by the Client and/or additionally compensated to the Service Provider prior to the

commencement of the service, unless stated otherwise in a written agreement between the Client and the Service Provider.

3.9. The Service Provider reserves the right to decline providing Services under this Agreement if the Client intervenes in the service provision process without the Service Provider's knowledge. Client intervention in the service provision process includes any influence exerted by the Client on the outcome or process of Service provision, collaborating with other Service Providers to deliver Services agreed upon with the Client, or any other actions or inactions undertaken by the Client independently and without the Service Provider's awareness or written consent, which impact the Service provision process or affect the outcome of the Services provided.

4. PAYMENT TERMS AND CONDITIONS

4.1. Payment for the Services shall be made in accordance with the prices agreed upon by the Client and the Service Provider and specified in the invoice issued for the Service Provider's services. Prices listed on the Website may vary from those agreed upon by the Parties if there are facts or circumstances necessitating additional time expenditures by the Service Provider's personnel or objective circumstances requiring an increase in the cost of the Services. Additionally, the Service Provider reserves the right to adjust the pricing depending on the specific Service provided to the Client.

4.2. The cost of services in foreign currency shall be determined based on the exchange rate of the foreign currency as set by "AO KB PrivatBank" on the date of invoicing.

4.3. An invoice for the payment of Services shall be provided to the Client after the cost of the Services, expenses, and other relevant circumstances that are significant for the provision of Services have been agreed upon. The Client's payment of the Service Provider's service fee confirms the Client's agreement to acquire the services in accordance with the terms of this Agreement and the agreed-upon Order.

4.4. Upon receipt of notification from the Service Provider indicating the completion of the Services under this Agreement, the Client is obligated to receive the results of the Services provided by the Service Provider (including documents, written and oral consultations, etc.). The Client's refusal to accept the results of the Services provided, or any delay in accepting such results by the Client, shall not constitute a breach of the Service Provider's contractual obligations.

4.5. Expenses necessary for the provision of services by the Service Provider shall be reimbursed by the Client in advance. The Service Provider reserves the right to refrain from commencing the provision of Services until the reimbursement of expenses has been received.

4.6. The Client's unilateral withdrawal from paid Services does not entitle the Client to a refund for the Services rendered.

5. SERVICE PROVISION PROCESS

5.1. The Service Provider shall provide the Services in accordance with high standards of professionalism. The Service Provider undertakes to provide the Services in a qualitative and timely manner, within the scope of the conditions for Service provision agreed upon with the Client.

5.2. The Services shall be deemed to have been fully provided by the Service Provider upon the occurrence of one of the following conditions:

- The Client has received consultation services after making payment for such services;
- The Client has received a document, certificate, information, or another specified result of the provided services or performed tasks by the Service Provider. Confirmation of document transmission may include an Acceptance Certificate, postal description, correspondence approval by the Client in messaging apps (Telegram, WhatsApp, Viber, etc.), or e-mail;
- The Client has signed an Acceptance Certificate for the rendered services;

- The Client made payment for the invoice issued by the Service Provider for the services provided;
- The Client has received information regarding the document issuance, which the Client must collect in person;
- The Client has not provided the information or documents requested by the Service Provider within the specified timeframe, or has not taken the actions or inactions necessary as directed by the Service Provider;
- In other circumstances as defined by the legislation of Ukraine or the agreement.

5.3. An invoice may be considered by the parties as a document confirming the fact of service provision, provided that it aligns with the following requirements:

5.3.1. An invoice contains the following information:

- Date and reference number of issuance;
- Names and details of the Parties;
- Nature, scope, and cost of the rendered Services;
- Payment details;
- Personal or qualified electronic signature of the Service Provider.

5.3.2. Receipt of payment for the Services, as indicated in the invoice, may, if required, be substantiated by a bank statement, certification, or other pertinent document from the Service Provider.

5.4. An invoice may be issued in electronic format, adhering to the requisites stipulated in the Ukrainian Law, "On Electronic Documents and Electronic Document Flow."

5.5. If payment for the Services is made in multiple installments, the Services shall be considered provided upon the Client's completion of the final installment payment for such Services, in accordance with clauses 5.2 and 5.3 of this Agreement.

5.6. In the case of a 100% prepayment for services, the actual provision thereof can be verified through one of the methods outlined in Clause 5.2 of this Agreement, namely: the execution of a signed Acceptance Certificate, a postal description, a relevant letter agreement, or a written communication sent to the Client through messaging apps (such as Telegram, WhatsApp, Viber, etc.) or via email.

5.7. The Client shall have the right to decline the acceptance of Services if they can prove that the Services provided were of poor quality or were not delivered in a timely manner due to the fault of the Service Provider. In such a case, the Parties shall agree to rectify the identified deficiencies.

5.8. The Services will be considered to have been provided in a satisfactory and timely manner, and accepted by the Client, unless the Client has legitimate claims. If within five (5) calendar days from the date of confirming the execution of Services as stipulated in clauses 5.5 and 5.6 of the Agreement, the Client has not submitted substantiated objections in writing, via mobile/electronic communication, or through messengers regarding the quality of the provided Services to the Service Provider. In such an event, the Services shall be deemed to conform to the terms of the Agreement and shall be accepted by the Client without any reservations.

6. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION

6.1. The Parties hereby agree to settle all disputes and disagreements arising out of or in connection with this Agreement through negotiations, with a mandatory adherence to pre-litigation dispute resolution procedures. Should consensus not be reached, any disputes concerning the performance of this Agreement shall be resolved through judicial proceedings in accordance with the laws of Ukraine.

6.2. In the event of the Service Provider's refusal to fulfill its obligations under this Agreement or failure to meet the deadlines for completing the provision of Services as stipulated herein, except in cases specified in clauses 2.4, 2.5, 2.6, 3.7, and 3.9 of this Agreement, the Service Provider shall be liable to pay a penalty to the Client amounting to 5 (five) percent of the total cost of the Services.

6.3. The Client undertakes to indemnify the Service Provider for any losses (including actual losses, lost profits, or any damage to business reputation) caused to the Service Provider and/or Administrator by the actions or inaction of the client, their employees, or any engaged individuals. This includes, but is not limited to, the Client's obligation to reimburse the Service Provider for legal expenses at a rate of 4000 UAH per hour rate of work by the subcontractor engaged by the Service Provider (hours tracked by the subcontractor in the Clockify time tracker), provided that the filing of a lawsuit by the Client was caused by their abuse of procedural rights, defamation, other deliberate actions, or related to an alleged "erroneous transfer of funds" to the Service Provider.

Under the rules specified in the first paragraph of this clause, damages shall also be compensated for harm caused by the Client, which in any way violates legally protected rights, honors, dignity, and business reputation. This includes, but is not limited to, the placement of information, announcements, and reviews that could adversely affect the honor, dignity, and business reputation of the Service Provider and/or Administrator, and/or other individuals.

6.4. The Parties shall be exempt from liability for inadequate performance of their obligations if such non-performance arose due to circumstances that were unforeseeable at the time of entering into the agreement and are of an insurmountable nature, constituting force majeure. In the event of circumstances that render the complete or partial execution of obligations under this Agreement impossible for either or both Parties, circumstances which were unknown to the Parties and could not have been known at the time of concluding this Agreement and that possess the character of force majeure, the Parties shall promptly notify one another of the occurrence of such circumstances, no later than 30 calendar days from their occurrence.

6.5. Neither the Service Provider nor the Client shall be liable for any losses resulting from deliberate or negligent breaches of any provision of this Agreement, or from unauthorized access to communications by any third party.

6.6 The site administration shall not be held liable for:

6.6.1. Delays or failures in transaction processes arising from force majeure events, or from malfunctions in telecommunication, computer, electrical, or other related systems.

6.6.2. Actions taken by transfer systems, banks, payment systems, and any associated delays.

7. DURATION OF THE AGREEMENT

7.1. The Agreement shall come into force upon its acceptance and shall be valid until the Parties fully perform their respective obligations hereunder.

7.2. Each of the Parties shall have the right to initiate the termination of the Agreement. In such cases, the party initiating the termination shall notify the other Party of its intention to terminate the Agreement no later than fourteen (14) calendar days prior to the intended termination date. The notification shall be considered properly given when sent by registered mail, fax, through messaging apps (Telegram, WhatsApp, Viber, etc.), or e-mail.

8. CONFIDENTIALITY

8.1. The Service Provider undertakes to maintain the confidentiality of all information and documents received from the Client, in accordance with the provisions of the **Privacy Policy**.

8.2. The Service Provider undertakes to appropriately store and safeguard such information and documentation against theft, damage, loss, or unauthorized access, except where such transmission or disclosure is mandated by governmental authorities (including law enforcement agencies) in accordance with the requirements of the prevailing legislation of Ukraine.

8.3. Upon entering into this Agreement, the Client grants the Service Provider and its specialists the right to collect, use, store, process, provide access to, and transfer the Client's personal data to third parties without further notice, while maintaining the original purpose of their processing. **This includes the use of telecommunication systems,** and the storage of personal documents issued on behalf of or in favor of the Client, all in compliance with the legislation of Ukraine governing personal data protection and security.

8.4. To fulfill the terms of the Agreement, personal data may be transferred to third parties (such as notaries, translators) and used by the Service Provider to submit petitions, statements, requests, legal inquiries on behalf of the Client to governmental authorities, local self-governing bodies, as well as to individuals and legal entities.

9. DISCLAIMER

9.1. The Client understands and acknowledges that any materials or information presented on the Website <https://pravdop.com/> do not constitute legal advice and should not be relied upon by the Client without consultation with legal professionals regarding the specific circumstances of the Client.

9.2. All proprietary rights to the materials belong to the website owner. Unauthorized use of materials or other intellectual property objects posted on the website is prohibited without permission from the rights holder. By agreeing to the terms of this Agreement, the Client confirms their consent not to use materials posted on the website for their own purposes without obtaining prior permission.

9.3. The obligations of the Service Provider to the Client, including the scope, cost, and timelines of the services to be provided, are to be determined in consultation with the Client prior to the conclusion of the Agreement. The Client understands that any amendments to the order, involving additional work for the Service Provider, are subject to mutual agreement and, upon the Client's agreement to pay additional fees for the Services.

10. MISCELLANEOUS

10.1. This Agreement applies to all Clients, except for those who enter into a separate agreement with the Service Provider.

Agreement Publication Date: August 1, 2023