

Definitions

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

“Service Provider” shall mean the business entity that offers 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 are outlined in documents on the provision of services to the Client (acceptance certificate, invoice, and similar documents confirming the provision of services to the Client).

“Order” shall mean the mutually agreed commitment between the Service Provider and the Client to provide specific services.

“Client” shall mean any individual or legal entity that has requested services from the Service Provider and has agreed to the terms of this Public Offer Agreement.

“Services” shall mean legal, accounting, advisory services as required by 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.

1. GENERAL TERMS AND CONDITIONS

By placing an order through the website and making payment for services, the Client voluntarily and knowingly agrees to the terms of this Agreement (public offer and/or "agreement") under the following 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, any individual or legal entity accepting the offer becomes the Client. Acceptance (confirmation) occurs through the fact of the initial payment made by the Client for an order under the conditions of this Agreement or any other actions that signify the Client's acceptance of the Offer.

1.3. The Service Provider reserves the right to make changes to this Agreement (public offer) without prior notice to the Client. Changes to the public offer are incorporated by accepting the updated public offer version. The new version of the public offer becomes effective upon its publication on the website.

1.4. The costs and conditions for service provision posted on the website are approximate and may differ from the actual costs of services. The actual cost of services is determined based on the specifics of the order and service delivery.

1.5. By mutual agreement, the Client and the Service Provider have the right to enter into a separate agreement to regulate their legal relationship. If a separate agreement is reached, the terms of this Public Offer Agreement do not apply to such legal relationships.

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 the Client's obligations under this Agreement or the process of service provision. The Client is also entitled to oversee the Service Provider's fulfillment of their commitments. Responses to written inquiries shall be provided by the Service Provider verbally or through correspondence via e-mail or messaging apps.

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

2.3. 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.

2.4. The Client is obligated to:

2.4.1. Provide accurate and valid information and documents within the timelines established by the Service Provider, but not exceeding 60 calendar days, as communicated by the Service Provider and deemed necessary (either verbally or in writing via mobile communication, email, messaging apps) for the fulfillment of their obligations under this Agreement.

The Client's rights shall not be considered breached, and 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 60 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.

2.4.2. Prior to the commencement of the Service provision, the Client shall be obligated to effectuate payment per the mutually agreed cost stipulated with the Service Provider. Receipt of payment shall be confirmed through a banking receipt or by other appropriate means.

2.4.3. Provide a power of attorney to the Service Provider, its employees, or engaged individuals, authorizing them to undertake all necessary actions associated with the provision of the Service upon the Service Provider's request and within the timeframes specified by the Service Provider, without exceeding 30 calendar days.

2.4.4. 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.

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

2.4.6. 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), as well as circumstances arising post-contractual agreement not agreed upon by both parties and attributable to the fault of the Client (including but not limited to delays in engaging with notarial services and subsequent appointment rescheduling, delays in document submission and additional waiting time in queues by accompanying personnel of the Client, etc.), the Client shall, upon the Service Provider's request, compensate for these services and/or reimburse additional expenses. This shall be calculated based on the Service Provider's standard rate of UAH 4,000 (or an equivalent sum not less than USD 100, calculated using the official exchange rate of the National Bank of Ukraine as of the date of such compensation) per hour for legal professional services, and UAH 2,500 (or an equivalent sum not less than USD 50, calculated using the official exchange rate of the National Bank of Ukraine as of the date of such compensation) per hour for legal assistant services.

2.5. 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.

2.6. 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.

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 2.4 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 60 (sixty) calendar days 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 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. The Services shall be paid in accordance with the prices agreed upon by the parties and specified in the invoice for the Service Provider's services.

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 receiving notification from the Service Provider of the completion of the provision of Services under this Agreement, the Client undertakes to receive the results of the Services provided by the Service Provider (documents, written and oral consultations, etc.). The Client's refusal to receive the results of the provided services or the untimely reception of the results of the provided Services by the Client shall not be deemed a breach of obligations by the Service Provider under the Agreement.

4.5. The unilateral refusal of the Client to pay for the services already rendered does not entail the refund of funds to the Client for services that have already been paid for.

5. SERVICE PROVISION PROCESS

5.1. The Services shall be provided by the Service Provider 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 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, or has not paid the expenses necessary for the execution of the service;
- 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 includes the following information:

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

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's side.

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. 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.

5.6. 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.

5.7. 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 Section 5.5, the Client has not communicated substantiated comments/objections in written form, via mobile/electronic communication, or through messaging apps, regarding the quality of the provided services.

6. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION

6.1. The Parties shall settle any dispute, claim, question, or disagreement arising out of or relating to this Agreement by litigation taking into account the rules of judicial and administrative jurisdiction.

6.2. In the event of refusal to fulfill obligations under this Agreement or failure by the Service Provider to meet the deadlines for completing the provision of Services under this Agreement, except in cases stipulated in Clauses 2.4, 2.5, 3.7, and 3.9 hereof, the Service Provider shall pay a penalty to the Client in a fixed amount: 5 (five) percent of the total cost of services actually paid by the Client.

6.3. 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.

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 seven (7) calendar days prior to the intended termination date. The notification shall be considered properly given when sent by registered mail, fax, through messaging apps, 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 shall ensure the proper storage of such information and documentation, protecting it from unauthorized access, except in cases where such disclosure or transfer is required by governmental authorities (including law enforcement agencies) in compliance with the provisions of the relevant legislation of Ukraine.

8.3. From the moment this Agreement is concluded, the Client grants the Service Provider the right to collect, use, store, process, provide access to, and transmit the Client's personal

data to third parties, without requiring additional notifications, while maintaining the original purposes of data processing and complying with the stipulations of the Personal Data Protection Policy and the requirements of the Personal Data Protection Act.

9. DISCLAIMER

9.1. The Client acknowledges and understands that any materials or information presented on the website <https://pravdop.com/> are not a substitute for legal advice and cannot be applied by the Client without consulting legal professionals regarding their specific situation.

9.2. The obligations of the Service Provider to the Client, the scope, cost, and deadlines of the provided services are to be mutually agreed upon before the conclusion of this Agreement. The Client understands that any modifications to the order, if such modifications involve additional work for the Service Provider, are feasible only with the mutual agreement of the parties and upon the Client's acceptance of paying 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.