

**PUBLIC AGREEMENT  
(PUBLIC OFFER AGREEMENT)  
on the provision of data processing services**

This Agreement, in which one party is a self-employed person Usyk Ihor Ihorovych, registered in the Unified State Register of Legal Entities and Self-Employed Persons in the manner prescribed by current legislation and who is a single tax payer (hereinafter — the Contractor), on the one hand, and any person who accepted this offer (hereinafter — the Customer), on the other hand, hereinafter together — the Parties, and each separately — the Party, entered into this Agreement (hereinafter — the Agreement), addressed to an unlimited number of persons, which is the official public offer of the Contractor, to enter into an Agreement with any Customer on the provision of data processing services, document analysis, analysis of information services documents, etc. (Data processing). When ordering and paying for the services of the Contractor, the Customers accept the terms of this Agreement as follows.

**1. GENERAL PROVISIONS**

1.1. This Agreement is concluded by providing full and unconditional consent (acceptance) of the Customer for concluding the Agreement in full, without signing a written copy of the Agreement by the Parties.

1.2. The contract has legal force in accordance with Art. Art. 633, 641, 642 of the Civil Code of Ukraine and is equivalent to the Agreement signed by the Parties.

1.3. The Customer confirms the fact of acquaintance and consent to all the terms of this Agreement in full by acceptance.

1.4. Any of the following actions is considered acceptance of this public offer agreement:

- the fact of registration of the Customer on the Contractor's Website and registration of the Contractor's Service Order on the website <https://visitukraine.today>;
- payment for the Contractor's Services on the terms and in the manner specified in this Agreement and on the relevant pages of the Website <https://visitukraine.today>;
- written (including in electronic form by e-mail) notification of the Customer on acceptance of the terms of this Agreement in the manner specified on the website <https://visitukraine.today>;

1.5. By concluding this Agreement, the Customer automatically agrees to the full and unconditional acceptance of the provisions of this Agreement, prices for Services and all annexes that are integral parts of the Agreement.

1.6. If the Customer does not agree with the terms of the Agreement, he/she has no right to enter into this Agreement, and is not entitled to use the Services under this Agreement.

**2. TERMS AND DEFINITIONS**

**"Public offer agreement"** — a public agreement, a sample of which is posted on the Website <https://visitukraine.today>;

**"Acceptance"** — full and unconditional consent given by the Customer to the conclusion of this Agreement in full, without the signature of a written copy of the Agreement by the Parties.

**"Services"** — Service or several Services in the field of data processing (namely — data processing services, analysis of information services documents, etc.) provided by the Contractor and specified by the Contractor in the relevant section of the Contractor's website <https://visitukraine.today>.

**"Customer"** — any legal individual, entity, self-employed person who has visited the Website <https://visitukraine.today> and accepted this Agreement.

**"Contractor"** — a business entity, a self-employed person that provides services in the field of informatization and details of whom are specified in section 12 of this Agreement.

**"Order"** — the registered Customer's consent to receive the Services, addressed to the Contractor in case of acceptance of the terms of the Agreement on the website <https://visitukraine.today>.

**Site (Portal)** — a set of files placed on the network, united by the address space of the domain [www.visitukraine.today](http://www.visitukraine.today).

**Site User (User)** — any person who communicates / acts on the Site, by this automatically confirms full consent with the provisions of the User Agreement.

**Site Administration (Administration)** – PA "Visit Ukraine", which owns all relevant property rights to the Site and carries out its administration.

**Content** — any information-significant content of the information resource, including in the form of texts, numbers, photos, videos, graphics, including news and other materials.

### **3. SUBJECT OF THE AGREEMENT**

3.1. The Contractor undertakes to provide the Customer with Data Processing, Analysis of Information Services Documents, etc. (Data Processing Services) on the terms and in the manner specified in this Agreement, and the Customer undertakes to accept and pay for the ordered Services on the terms and in the manner specified in this Agreement.

3.2. The Customer and the Contractor confirm that this Agreement is not a fictitious or putative deal effected under the influence of pressure or fraud.

3.3. The Contractor confirms that he has the right to carry out activities in the field of informatization, in accordance with the requirements of current legislation of Ukraine.

### **4. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR**

4.1. The Contractor is obliged to:

- comply with the terms of this Agreement;
- provide the Customer with Services of proper quality;
- objectively inform the Customer about the Services and the conditions of their provision on the Site [www.visitukraine.today](http://www.visitukraine.today).

4.2. The Contractor has the right to:

- unilaterally suspend the provision of services under this Agreement in case the Customer violates the terms of this Agreement;
- other rights in accordance with the current legislation of Ukraine and this Agreement.

### **5. RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

5.1. The customer is obliged to:

- timely pay and receive the Order under the terms of this Agreement;
- get acquainted with the information about the Services, which is posted on the Site.

5.2. The customer has the right to:

- place an Order for the Services listed on the relevant page of the Site [www.visitukraine.today](http://www.visitukraine.today);
- require the Contractor to provide the Services in accordance with the terms of this Agreement;
- other rights in accordance with the current legislation of Ukraine and this Agreement.

### **6. ORDERING PROCEDURE**

6.1. The Customer places the Order on the relevant page of the Site [www.visitukraine.today](http://www.visitukraine.today) by giving consent to enter into the Agreement after reviewing it by clicking the appropriate button "give consent" in the section "Insurance Policy" on the Site [www.visitukraine.today](http://www.visitukraine.today).

6.2. The term of the Order processing by the Contractor — instantly from the moment of its registration.

### **7. AGREEMENT PRICE AND PAYMENT PROCEDURE**

7.1. The price of each separate Service is determined by the Contractor and indicated on the relevant page of the Site [www.visitukraine.today](http://www.visitukraine.today). The Price of the Agreement (the value of the Order) is determined by adding the prices of all Services chosen by the Customer.

7.2. The Customer pays for the Contractor's Services on the basis of this Agreement in the National Currency of Ukraine — UAH. The Parties agree that the equivalent cost of the Services, determined on the relevant page of the Website <http://simplifit.io/> in US dollars, shall be paid by the Customer in UAH in accordance with the official exchange rate of the hryvnia to the US dollar exchange rate established by the National Bank of Ukraine on the day of the relevant invoice issued for the Services by the Contractor, the cost of the service includes 8% of the service fee for processing the questionnaire, personal data, as well as their retention and transmission.

7.3. Payment for Services is made by:

7.3.1. transfer of funds to the current account of the Contractor (if the Customer is a natural or legal person) or

7.3.2. by other means of payment specified on the Site (if the Customer is a natural person).

7.4. The moment of payment for the Services is considered to be the time of crediting funds to the current account of the Contractor.

7.5. Payment for the Services is made by the Customer from the moment of concluding the Agreement by the Parties and issuing the relevant invoice by the Contractor.

7.6. The Customer pays the cost of third-party services independently and at its own expense, if it is necessary to receive the Contractor's Services under this Agreement (for example, Internet access services and others).

## **8. PROCEDURE FOR RECEIVING SERVICES. PROCEDURE OF ACCEPTANCE-TRANSFER OF THE SERVICES PROVIDED**

8.1. The rules for the provision and receipt of services are indicated on the corresponding page of the website [www.visitukraine.today](http://www.visitukraine.today) and are annexes (integral parts) of this Agreement. All issues arising in the process of paying for and receiving the Services, the Customer can find out from the Contractor using the contact information, Details of the Contractor specified in section 12 of this Agreement.

8.2. The fact of receipt of the Services by the Customer — natural person is confirmed by the payment of the Contractor's services by such Customer.

8.3. The fact of receiving the Services by the Customer — a legal entity is confirmed by the Act of acceptance-transfer of the provided Services (hereinafter — the Act), signed by the Parties. The fact of receiving the Services by the Customer — natural person is confirmed by the Act of acceptance-transfer of the provided Services (hereinafter — the Act), which is signed by the Contractor unilaterally. The Contractor is obliged to send the signed Act to the Customer — legal entity in two copies by e-mail to the Customer's address. The Contractor is obliged to send the signed Act to the Customer — natural person by e-mail to the Customer's address.

In case of disagreement with the signing of the Act, the Customer may send his written objections.

## **9. RESPONSIBILITY OF THE PARTIES AND SETTLEMENT OF DISPUTES**

9.1. For non-fulfillment or improper fulfillment of their obligations under this Agreement, the Parties shall be liable in accordance with the current legislation of Ukraine.

9.2. All disputes arising out of or in connection with this Agreement shall be settled by negotiation between the Parties.

9.3. If the relevant dispute cannot be resolved through negotiations, it shall be resolved in court in accordance with the established jurisdiction of such dispute in accordance with the legislation in force in Ukraine.

9.4. The Contractor shall not be liable for any failure to provide or improper provision of Services to the Customer in the event of any circumstances that arose through no fault of the Contractor (namely — the occurrence of circumstances caused by the fault or negligence of the Customer and / or circumstances that arose due to the fault or negligence of any third party (any third parties) and / or the occurrence of force majeure).

## **10. FORCE MAJOR CIRCUMSTANCES**

10.1. The Parties shall be released from liability for non-fulfillment or improper fulfillment of obligations under this Agreement, if it arose as a result of force majeure.

10.2. Force majeure in this Agreement means any circumstances that arose against the will or against the will or desire of the Parties and which cannot be foreseen or avoided, including: hostilities, civil disorders, epidemics, blockade, earthquakes, floods, fires, as well as decisions or instructions of the state authorities and administration of the state of which the Customer is a resident, or of the state of which the Contractor is a resident, as a result of which the Parties (or one of the Parties) are subject to additional obligations or restrictions and which make it impossible for the further full or partial fulfillment of the Agreement, as well as other actions or events that exist beyond the will of the Parties.

10.3. If force majeure lasts more than 3 (three) months in a row, each Party will have the right to refuse further performance of obligations under this Agreement and, in this case, neither Party will be entitled to compensation by the other Party for potential losses.

## **11. OTHER TERMS OF THE AGREEMENT**

11.1. Each Party guarantees to the other Party that it has the necessary legal capacity, as well as all the rights and powers necessary and sufficient to conclude and execute this Agreement in accordance with its terms.

11.2. A unilateral change in the terms of the concluded Agreement by the Customer or refusal to comply with the terms of the concluded Agreement by the Customer is unacceptable, except for the cases provided for in this Agreement. Neither of the Parties of this Agreement shall have the right to transfer their rights and obligations to third parties without the consent of the other Party.

11.3. The Contractor confirms that he is a single tax payer (group 3) at the rate provided by the Tax Code of Ukraine.

11.4. The information provided by the Customer is confidential. Information about the Customer is used exclusively for the purpose of fulfilling his/her Order.

11.5. By accepting the Agreement, the Customer voluntarily consents to the collection and processing of its own personal data for the following purposes: the data that becomes known will be used for commercial purposes, including obtaining information about the order and processing information about it, sending by telecommunications (by e-mail, mobile communication) advertising and special offers, information about promotions or any other information about the activities of the Site [www.visitukraine.today](http://www.visitukraine.today).

In case of unwillingness to receive information about the activities of the Site [www.visitukraine.today](http://www.visitukraine.today), the Customer has the right to contact the Contractor by writing a statement of refusal to receive advertising materials and sending it to the postal or e-mail address of the Contractor.

11.6. The Contractor is not responsible for the content and truthfulness of the information provided by the Customer when placing an Order. The Customer is responsible for the accuracy of the information specified in the order.

11.7. The Customer is granted the right to use the Contractor's Services exclusively in its internal activities without the right to alienate them or transfer them to third parties.

11.8. The Parties undertake to keep confidential information obtained as a result of this Agreement implementation, except in cases where it is authorized in writing by the other Party or required by public authorities in accordance with current legislation. The guilty Party shall be liable for the disclosure of confidential information in accordance with current legislation.

11.9. The Agreement is public and indefinite and is valid until its termination by either Party in the manner prescribed by this Agreement or current legislation, but in any case, until its final implementation by the Parties. The Parties have agreed that the term of this Agreement may not be less than 3 (three) calendar months. This Agreement is considered to be agreed by the Customer and concluded at the location of the Contractor from the date of acceptance.

11.10. The Contractor be himself in accordance with and in compliance with the requirements of current legislation of Ukraine determines the terms of this Agreement and its annexes, which are its integral parts. The Contractor has the right to change and/or supplement the terms of this public Agreement and its annexes, including the rules for providing and receiving Services under this Agreement. In doing so, the Contractor guarantees and confirms that the current version of the text

of this Agreement and its annexes, including the rules for providing and receiving Services under this Agreement, posted on the Contractor's Website, is valid.

## 12. CONTRACTOR'S DETAILS

### Contractor:

Self-employed person Usyk Ihor Alexandrovych

Registration address: Ukraine, 03035, Kiev city, Mekhanizatorov street, building 2, apartment 284

Taxpayer registration number 2382408914

IBAN: UA293220010000026000310020009,

Opened in JSC "UNIVERSAL BANK" MFO 322001, USREOU 21133352



I.A. Usyk