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

This Agreement, in which one party is WELCOME TO UKRAINE LIMITED LIABILITY COMPANY, registered in the Unified State Register of Legal Entities, Individual

Entrepreneurs, and Public Associations in accordance with the current legislation of Ukraine (hereinafter - the Contractor), and the Contractor, and which has accepted (accepted) this offer (proposal), (hereinafter - the Customer), hereinafter referred to as the Parties, and each separately - the Party, entered into this Public Agreement for the provision of data processing services (Public Offer Agreement), hereinafter - the Agreement addressed to circle of persons, which is the official public offer of the Contractor, to conclude with any Customer a Public Agreement on the provision of data processing services (Public Offer Agreement) when ordering and paying for the Contractor's Services as follows.

## 1.GENERAL PROVISIONS

1.1 This Agreement is concluded by giving full and unconditional consent (acceptance) of the Customer to the conclusion of 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 agreement with all the terms of this Agreement in full by accepting it.

1.4 Any of the following actions shall be deemed acceptance of this Agreement:
- the fact of registration of the Customer on the Contractor's website https://welcomeukraine.today and execution of the Order of the Contractor's Services on this website;
- 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://welcomeukraine.today;

written (including in electronic form using e-mail) notice of the Customer on acceptance of the terms of this Agreement in the manner specified on the website https://welcomeukraine.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 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" - This Agreement, a copy of which is available at https://welcomeukraine.today

"Acceptance" - giving the Customer full and unconditional consent 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, etc., provided by the Contractor and specified by the Contractor in the relevant section of the Contractor's website https://welcomeukraine.today.

"Customer" - any able-bodied natural person, legal entity, natural person-entrepreneur who has visited the site https://welcomeukraine.today and accepted this Agreement. "Contractor" - an entity that provides services under this Agreement and the details of which are specified in section 12 of this Agreement.

"Order" - the Customer's consent to receive the Services, addressed to the Contractor in case of acceptance of the terms of this Agreement on the website https://welcomeukraine.today.

"Site (Portal)" - a set of files placed on the network, united by the address space of the domain WWW.WELCOMEUKRAINE.TODAY

"Site User (User)" - any person who communicates/acts on the site and thereby automatically confirms full agreement with the provisions of this Agreement

"Site Administration (Administrations)" - LLC " WELCOME TO UKRAINE", which owns the site and which administers it.

"Content" - any information-relevant content of the site, including in the form of texts, figures,

photos, videos and graphics, news, and other materials.

## 3. SCOPE OF THE CONTRACT

3.1 The Contractor undertakes to provide the Services to the Customer 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 fictitious transaction or a transaction concluded under the influence of pressure or fraud.

## 4. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

4.1 The Contractor is obliged to:

- comply with the terms of this Agreement;
- to provide the Customer with Services of proper quality;
- objectively inform the Customer about the Services and the conditions of their provision on the website https://welcomeukraine.today.

4.2 The Contractor has the right to:

- unilaterally suspend the provision of services under this Agreement in case of violation by the Customer of the terms of this Agreement;
- unilaterally refuse to provide services under this Agreement in case of violation by the Customer of 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 in accordance with the terms of this Agreement;
- to get acquainted with the information about the Services, which are 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 website https://welcomeukraine.today;
- require the Contractor to provide Services in accordance with the terms of this Agreement;
- other rights in accordance with the current legislation of Ukraine and this Agreement.

## 6. ORDER PROCEDURE

6.1 The Customer places the Order on the relevant page of the website https://welcomeukraine.today by agreeing to enter into the Agreement after reviewing it by clicking the appropriate button "consent" in the "Insurance Policy" section of the website https://welcomeukraine.today.

6.2 Term of processing by the Contractor of the Order - instantly from the moment of its registration.

## 7. CONTRACT PRICE AND PAYMENT PROCEDURE

7.1 The price of each individual service is determined by the Contractor and indicated on the relevant page or in the relevant section of the Site https://welcomeukraine.today

7.2 The Contract Price (Order Value) is determined by adding (summing up) the value of all Services selected by the Customer

7.3 The Customer pays for the Services of the Contractor on the basis of this Agreement in the national currency of Ukraine hryvnia. The Parties agree that the equivalent value of the Services determined on the relevant page of the Website https://welcomeukraine.today in Euro shall be paid by the Customer in Hryvnia in accordance with the weighted average hryvnia exchange rate to the Euro rate determined by the Contractor as the market rate.

7.4 The cost of the Services is 8% (service fee for processing the questionnaire, personal data, as well as their storage and transfer) of the cost of the service provided by the site partners.

7.5 Payment for Services is made in one of the following ways:

7.5.1 Transfer of funds to the current account of the Contractor (if the Customer is a natural or legal person);

7.5.2 By means of other means of payment specified on the Site (if the Customer is an individual).

7.6 The moment of payment for the Services is considered to be the time of crediting and funds to

the current account of the Contractor.

7.7 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.

7.8 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, etc.).

## 8. PROCEDURE FOR RECEIVING SERVICES. PROCEDURE FOR CAPTURE-TRANSMISSION SERVICES PROVIDED

8.1 The rules for providing and receiving the Services are set out on the relevant page of the Site https://welcomeukraine.today. All questions that arose in the process of payment and receipt of Services. The Customer may find out the Contractor's details from the contact details specified in Section 12 of this Agreement.

8.2 If within two calendar days from the date of receipt of the Service from the Customer no written comments have been received by the Contractor, it is considered that the Services are provided by the Contractor under this Agreement of proper quality and within the relevant time.

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

9.1 For non-performance or improper performance of their obligations under this Agreement, the parties shall be liable in accordance with the applicable law 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 and 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 provided that any circumstances arising through no fault of the Contractor are sent (namely - the occurrence of circumstances arising from the fault or negligence of the Customer and/or the occurrence of circumstances due to the fault or negligence of any third party (any third parties), partners of the site, and/or the occurrence of force majeure).

## 10. FORCE MAJOR CIRCUMSTANCES

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

10.2 Force majeure in this Agreement means any circumstance that arose unintentionally or against the will or desire of the Parties and which cannot be foreseen or avoided, including hostilities (martial law / martial law/war), civil unrest, epidemics, blockade, earthquakes, floods, fires, as well as decisions or instructions of public authorities and administration of the state of residence of the Customer or the state of residence of the Contractor, as a result of which the Parties (or one of the Parties) will be assigned additional responsibilities restrictions and which make it impossible to further fully or partially implement the Agreement, as well as other actions or events that exist outside the will of the Parties.

10.3 If force majeure lasts for more than 3 (three) consecutive months, each Party will have the right to refuse to further fulfill its obligations under this Agreement and in this case, neither Party will be entitled to compensation to the other Party for possible damages.

## 11. OTHER TERMS OF THE AGREEMENT

11.1 Each Party guarantees to the other Party that it has the necessary capacity, legal capacity, and all the rights and powers necessary and sufficient for the conclusion and implementation of this Agreement in accordance with its terms.

11.2 Unilateral change of the terms of the Agreement concluded by the Customer or refusal to fulfill the terms of the Agreement concluded by the Customer is inadmissible, except for the cases provided by this Agreement.

11.3 The Customer has no right to transfer its rights and obligations to third parties without the consent of the second Contractor.

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

11.5 By accepting the Agreement, the Customer voluntarily agrees to the collection and processing of personal data for the following purposes: the data that becomes known will be used for commercial purposes, including obtaining information about the order of processing information about it, sending by telecommunications (e-mail), mobile communication, etc.) advertising and special offers, information about promotions or any other information about the activities of the site https://welcomeukraine.today.

11.6 In case of unwillingness to receive information about the activities of the site https://welcomeukraine.today, the Customer has the right to contact the Contractor, writing a statement of refusal to receive promotional materials and sending it to the postal or e-mail address of the Contractor.

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

11.8 The Customer has 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.

11.9 The Parties undertake to keep confidential information obtained as a result of the implementation of this Agreement, except in cases where it is authorized in writing by the other Party or required by state authorities in accordance with applicable law of Ukraine. The guilty party is responsible for the disclosure of confidential information in accordance with the current legislation of Ukraine.

11.10 The Agreement is public and indefinite and acts until its termination by either Party in the manner prescribed by this Agreement or current legislation of Ukraine, 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 agreed by the Customer and concluded at the location of the Contractor from the date of acceptance.

11.11 The Contractor independently in accordance with and in compliance with the requirements of the 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 this case, the Contractor guarantees and confirms that the current version of the text of this Agreement and its annexes posted on the Contractor's website are valid.

## 12. PERFORMANCE DETAILS

WELCOME TO UKRAINE LLC
Location: Ukraine, 03151, Kyiv city, Ushinsky str, bldg. 40, office 302
EDRPOU code: 44559356
IBAN: UA453348510000000026001163401 in FUIB JSC