

**PUBLIC OFFER AGREEMENT
FOR THE PROVISION OF COPYWRITING SERVICES**

Chernihiv, Ukraine

INTRODUCTION

This Agreement, in which, on the one hand, is represented by an individual entrepreneur Ruslana Hudenok, Taxpayer Identification Number 3363414304, legal address: 14000, Chernihiv, Vyacheslav Radchenko Street, Building 20, Apartment 37, (*hereinafter referred to as the "Provider"*), and, on the other hand, any natural or legal person who has accepted this proposal, (*hereinafter referred to as the "Client"*), (*together referred to as the "Parties," and individually as the "Party"*), have entered into this Agreement, addressed to an unlimited number of persons, which is an official proposal by the Provider to enter into an agreement for the provision of copywriting services and informational consulting. By ordering and paying for the Provider's Services, the Clients accept the terms of this Agreement as outlined below.

GENERAL PROVISIONS

- This Agreement is concluded by obtaining the full and unconditional consent (acceptance) of the Client to conclude the Agreement in its entirety, without the need for the Parties to sign a written copy of the Agreement.
- This Agreement has legal force in accordance with Articles 633, 641, and 642 of the Civil Code of Ukraine and is equivalent to an Agreement signed by the Parties.
- The Client confirms their familiarity with and Agreement to all the terms of this Agreement in its entirety by providing their consent (acceptance).
- Any of the following actions shall be considered acceptance of this Agreement:
 - Payment for the Provider's Services under the terms and conditions specified in this Agreement.
 - Written notification by the Client to the Provider of the acceptance of the terms of this Agreement to the email address provided on the website <https://drivefoxcopy.studio>.

- By entering into this Agreement, the Client automatically agrees to fully and unconditionally accept the provisions of this Agreement, the prices for the Services, and all appendices, which are integral parts of this Agreement.
- If the Client disagrees with the terms of this Agreement, they have no right to enter into it and are not entitled to use the Services under it.

TERMS AND DEFINITIONS

"Provider's Website" – a web page available on the Internet at the following link:

<https://drivefoxcopy.studio>

"Agreement" – an agreement, the template of which is posted on the Provider's Website.

"Acceptance" – the full and unconditional agreement of the Client to enter into this Agreement in its entirety, without the need for the Parties to sign a written copy of the Agreement.

"Services" – a service or multiple services in the field of copywriting (namely, services related to writing text, searching for information, and/or editing it for the Client) provided by the Provider and specified by the Provider in the respective section of the Provider's Website or in the Appendices to this Agreement.

"Client" – any legally capable natural person, legal entity, or individual entrepreneur who has visited the Provider's Website or approached for services in the field of copywriting and accepted this Agreement.

"Provider" – a business entity, an individual entrepreneur providing services in the field of copywriting, and whose details are specified in Section 13 of this Agreement.

"Order" – a properly formatted request from the Client to receive Services, addressed to the Provider in the form of a technical task (specifically, a document sent via email or available communication channels), which contains provisions that may additionally be specified in the Appendices corresponding to the numbering of this Agreement.

SUBJECT OF THE AGREEMENT

- The Provider undertakes, on the terms and in the manner defined by this Agreement and its Appendices (if agreed upon), to provide the Client with services in the field of copywriting (namely, services related to writing text, searching for information, and/or editing for the Client). The Client

undertakes, on the terms and in the manner defined by this Agreement, to accept and pay for the ordered services in the field of copywriting.

- The Client and the Provider confirm that this Agreement is not a fictitious or simulated legal transaction or a transaction made under pressure or deception.
- The Provider confirms that they have the right to engage in activities in the field of information technology in accordance with the requirements of the current legislation of Ukraine.

RIGHTS AND OBLIGATIONS OF THE PROVIDER

- The Provider is obliged to:
 - Fulfill the terms of this Agreement.
 - Provide the Client with Services of proper quality.
 - Objectively inform the Client about the Services and the conditions of their provision on the Provider's Website or through available communication channels as specified in this Agreement in Section 13.
- The Provider has the right to:
 - Unilaterally suspend the provision of services under this Agreement in case of the Client's breach of the terms of this Agreement.
 - Exercise other rights in accordance with the applicable laws of Ukraine and this Agreement.

RIGHTS AND OBLIGATIONS OF THE CLIENT

- The Client is obliged to:
 - Timely (according to the specified deadline, communicated through available communication channels or specified in the Appendices) pay for and receive the Services on the terms of this Agreement.
 - Familiarize themselves with the information about the Services as specified in this Agreement and its Appendices, posted on the Provider's website, or receive information through convenient communication channels with the Provider.
- The Client has the right to:
 - Place Orders for Services specified in this Agreement and its Appendices (if formed) or on the Provider's Website.

- Demand that the Provider provides the Services in accordance with the terms of this Agreement.
- Exercise other rights in accordance with the applicable laws of Ukraine and this Agreement.

ORDER PROCESSING PROCEDURE

- The Client independently submits an Order by sending it via email, by phone, or by using the form on the website <https://drivefoxcopy.studio>.
- The processing time for the Order by the Provider is up to 3 (three) working days from the moment it is submitted. In case the Order is sent on a weekend or a holiday, the processing time starts from the first working day after the weekend.
- The Order is considered processed upon receipt of confirmation from the Provider.

CONTRACT PRICE AND PAYMENT TERMS

- The price for each Service is determined by the Provider and specified in the Appendices. The Contract price (the cost of the Order) is determined by adding the prices of all selected Services by the Client.
- The Contract price can be presented in the following currencies:
 - Ukrainian Hryvnia (UAH)
 - United States Dollar (USD)
 - Euro (EUR)
- The Client pays for the Provider's Services based on this Contract in one of the available currencies. The Parties agree that the equivalent value of the Services in other currencies may be paid by the Client in Hryvnia according to the official exchange rate of Hryvnia to the respective currency established by the National Bank of Ukraine on the day of issuing the relevant invoice for the Provider's Services.
- Payment for the Services is made by transferring funds to the current account of the Provider. The moment of payment for the Services is considered the time when the funds are credited to the current account of the Provider.
- The Client makes payment for the Services within 3 (three) banking days from the moment of concluding the Contract by the Parties and issuing the

respective invoice by the Provider. The invoice (invoice) prepared by the Provider is valid for three banking days.

- The Contract price (the cost of the Order) may be divided into several parts for staged payment, which the Parties discuss when confirming the order.
- The Client, independently and at their own expense, pays the cost of services of third parties if it is necessary for the order and receipt of the Provider's Services under this Contract (for example, services related to internet access and others).

GROUND AND PROCEDURE FOR REFUND

- The Provider can refund funds to the Client in case the Provider violates the Contract terms (except as specified in Section 11 of the Contract).
- The Client can submit a refund request (*hereinafter – Request*) in any communication method with the Provider, as indicated within this Contract.
- The processing of the Request is carried out by the Provider within 3 (three) working days from the date of submission. If the Request was submitted on a weekend or a holiday, the processing time begins on the first working day after the weekend.
- The refund is made within 30 (thirty) calendar days from the date of confirmation of the Request by the Provider.
- The amount, method, and other terms of compensation are determined through negotiations between the Parties.
- If the dispute cannot be resolved through negotiations, it will be resolved through legal proceedings under the jurisdiction and competence determined by the current legislation of Ukraine.
- Refunds can be made through a bank transfer to the Client's account.
- The refund amount may be divided into several parts for staged compensation.
- The Client, independently and at their own expense, pays the cost of services of third parties if it is necessary for compensation (including bank fees, payment system fees, etc.).

LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION

- For failure to perform or improper performance of their obligations under this Contract, the Parties bear liability in accordance with the current legislation of Ukraine.
- All disputes arising from this Contract or related to it are resolved through negotiations between the Parties.
- If the dispute cannot be resolved through negotiations, it will be resolved through legal proceedings under the jurisdiction and competence determined by the current legislation of Ukraine.
- The Provider is not liable for failure to provide or improper provision of Services to the Client in case of the occurrence of circumstances beyond the control of the Provider (namely, the occurrence of circumstances due to the fault or negligence of the Client and/or the occurrence of circumstances due to the fault or negligence of any third party or force majeure).

FORCE MAJEURE CIRCUMSTANCES

- The Parties are released from liability for non-performance or improper performance of obligations under this Contract if it arises due to force majeure circumstances.
- Force majeure circumstances, as defined in this Contract, include any circumstances that arise beyond the will or contrary to the desire or intent of the Parties and cannot be foreseen or avoided, including military actions, civil disturbances, epidemics, blockade, earthquakes, floods, fires, as well as decisions or orders of state authorities and government bodies of the state of residence of the Client or the state of residence of the Provider, which impose additional obligations or restrictions on the Parties (or one of the Parties) and make further full or partial performance of the Contract impossible, as well as other actions or events that exist beyond the will of the Parties.
- If force majeure circumstances persist for more than 3 (three) consecutive months, then each of the Parties has the right to refuse further performance of obligations under this Contract, and in such a case, neither of the Parties has the right to claim compensation from the other Party for possible damages.

OTHER TERMS OF THE CONTRACT

- Each Party guarantees to the other Party that it has the necessary legal capacity as well as all rights and powers required and sufficient for the conclusion and execution of this Contract in accordance with its terms.
- Unilateral amendment of the terms of the concluded Contract by the Client or the refusal to comply with the terms of the concluded Contract by the Client is unacceptable, except as provided in this Contract. Neither of the Parties to this Contract has the right to transfer its rights and obligations to third parties without the consent of the other Party.
- The Provider confirms that it is a payer of a single tax (Group III) at the rate provided by the Tax Code of Ukraine.
- The information provided by the Client is confidential. Information about the Client is used exclusively for the purpose of fulfilling their Order.
- By accepting the Contract, the Client voluntarily agrees to the collection and processing of their personal data for the following purposes: data that becomes known will be used for commercial purposes, including receiving information about orders and processing information about them, sending advertising and special offers via telecommunications means (email, mobile communication), information about promotions or any other information about the activities of the Provider. In case the Client does not wish to receive information about the activities of the Provider, the Client has the right to contact the Provider by writing a statement of refusal to receive advertising materials and sending it to the postal or email address of the Provider.
- The Provider is not responsible for the content and accuracy of the information provided by the Client when placing an Order. The Client is responsible for the accuracy of the information provided during the Order placement.
- The Parties undertake to keep confidential information received as a result of the execution of this Contract, except where such disclosure is sanctioned in writing by the other Party or required by government authorities in accordance with applicable law. The Party that discloses confidential information is liable in accordance with current legislation.
- The Contract is open-ended and remains in force until terminated by either of the Parties in accordance with this Contract or applicable law, but in any case, until the Parties have fully executed it. The Parties have agreed that

the term of this Contract cannot be less than 3 (three) calendar months. This Contract is considered accepted by the Client and concluded at the location of the Provider from the date of acceptance.

- The Provider independently, in accordance with and to comply with the requirements of the current legislation of Ukraine, determines the terms of this Contract and its appendices, which are its integral parts. The Provider has the right to unilaterally amend and/or supplement the terms of this Contract and its appendices, including the rules for the provision and receipt of Services under this Contract. In this case, the Provider guarantees and confirms that the current version of the text of this Contract and its appendices, including the rules for the provision and receipt of Services under this Contract, posted on the Provider's website, is valid.

PROVIDER'S DETAILS

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