

CONTRACT FOR THE PROVISION OF SERVICES (PUBLIC OFFER)

Kozyn village, Obukhiv district, Kyiv region

*(in the version effective
from November 1, 2025)*

This contract, published (posted) on the website <http://kyiv.edemresort.com/> in accordance with the Civil Code of Ukraine, constitutes the official offer of the Contractor to conclude a Contract for the provision of services, hereinafter referred to as the “Contract”, under the terms and conditions set forth below.

This Contract is concluded, among other ways but not exclusively, by means of accession by a legal entity, its authorized representative, a sole proprietor, or its authorized representative (hereinafter – the Customer), who intends to receive services, to the Contract as a whole by submitting an Application for Accession to this Contract.

1. DEFINITIONS AND TERMS

1.1. **Client** – an individual (individuals) for whom the Customer, in accordance with the terms of this Contract, submits an Order for services provided by the Contractor and to whom (to which), subject to the Contractor’s confirmation of the Customer’s Order, the services shall be provided.

1.2. **Individual Client** – a specifically identified Client for whom the Customer places an Order for services.

1.3. **Group of Clients** – a group of specifically identified clients, including:

- at least 10 persons, for whose accommodation 10 (ten) or more rooms are required;
- at least 8 persons for the provision of restaurant services;
- at least 3 persons – for the provision of sports events organization services and excursion activities, for which the Customer submits one (general) Order for services to the Contractor, and who arrive at and depart from the Contractor simultaneously (including within the same Settlement Day).

1.4. **Services** – these are:

1.4.1. Services of temporary accommodation and residence, room servicing services, etc., included in the room rate (Main Services), as well as other services related to temporary accommodation and residence but not included in the room rate (Additional Services), in particular restaurant services, bar services, conference services, and other similar services that may be provided by the Contractor and/or

1.4.2. Services for organizing leisure and entertainment, including organization of excursion programs, attraction and theme park services, organization of concerts, theatrical and other artistic events, exhibitions, expositions, etc., and other similar services that may be provided by the Contractor.

1.5. **Order for Services** – a written request submitted by the Customer on behalf of the Client or Group of Clients for the provision of services, received by the Contractor in original form, by email, or in another manner provided for in this Contract.

1.6. **Cancellation of Order (Order Annulment)** – the Customer’s full refusal of the services ordered from the Contractor.

1.7. **Order Amendment** – replacement by the Customer of the ordered services (their parts) with others, including: change of persons for whom the Order is placed by the Customer; change of Check-in or Check-out Date; list of services and/or additional services.

1.8. **Room Booking** – acceptance by the Contractor from the Customer of preliminary orders for rooms for their subsequent use for temporary residence and receipt of services by Clients in accordance with the order submitted to the Contractor.

1.9. **Service Booking** – acceptance by the Contractor from the Customer of preliminary orders for receipt of services by Clients in accordance with the submitted order.

- 1.10. **Check-in Day** – the date of arrival of the Client (Group of Clients) at the Contractor.
- 1.11. **Check-out Day** – the date of departure of the Client (Group of Clients) from the Contractor.
- 1.12. **Check-in Time for temporary accommodation purposes** – 14:00 local time – the time after which settlement of Clients takes place.
- 1.13. **Settlement Day for temporary accommodation purposes (22 hours)** – the period from 14:00 of the current day to 12:00 of the next day local time.
- 1.14. **Settlement Hour for temporary accommodation services** – 12:00 local time on the Check-out Day, by which time the Client must vacate the room.
- 1.15. **Early (Morning) Check-in** – check-in no earlier than 8 hours before Check-in Time, which is subject to additional payment in the amount established by the Contractor.
- 1.16. **Late Check-out** – check-out no later than 8 hours after the Settlement Hour, which is subject to additional payment in the amount established by the Contractor.
- 1.17. **“No-show”** – failure by the Customer to cancel the ordered services in the manner provided for in this Contract and/or non-arrival of Clients at the agreed time.
- 1.18. **Guarantee Letter** – an official letter from the Customer that constitutes a legal guarantee of performance by the Customer of the obligations set forth therein.
- 1.19. **Commercial Secret** – any information relating to the specifics of the Contractor’s activities, the procedure for providing services, the Contractor’s material and technical base, interior elements, etc.
- 1.20. **Customer** – a legal entity, its authorized representative, a sole proprietor or its authorized representative who intends to receive the services defined by the terms of this Contract.
- 1.21. **Contractor:**
- 1.21.1. Limited Liability Company “Edem Hotels Group”, USREOU code 42500541.

2. SUBJECT MATTER OF THE CONTRACT

- 2.1. The Contractor undertakes to ensure the provision of services to Clients for whom the Customer places Orders under the terms of this Contract.
- 2.2. Services are provided at the “Edem Kyiv” Complex (hereinafter – the Complex), located at: Starokyivska Street, 22, Obukhiv district, Kyiv region, Kozyn village.

3. PROCEDURE FOR PLACING, AMENDING AND CANCELLING ORDERS FOR SERVICES

- 3.1. Services specified in clause 1.4 of this Contract are provided by the Contractor on the basis of a preliminary Order submitted by the Customer by means of booking.
- 3.2. An Order is considered submitted if it is received by the Contractor by email (e-mail) in compliance with the requirements set out in subclauses 3.2.1, 3.2.2 and 3.2.3 hereof:
- 3.2.1. Order form for Individual Clients:
- Contract number and date;
 - Full name (for foreigners – surname and first name in Latin script), date and approximate time of check-in and check-out (for accommodation services);

- Citizenship, passport details (for accommodation services);
- Information about early/late check-in, late check-out (for accommodation services);
- Date, time of ordered services and/or type and number of rooms;
- List of services and/or additional services;
- Form and procedure of payment: the Customer must indicate the procedure and form of payment for services: by the Customer or by the Client independently. If payment is made by the Client independently, the Contractor, in the Order confirmation, indicates the cost of accommodation per settlement day according to the Price List, which the Individual Client must pay on the Check-in Day;
- Surname, position and signature of the person who completed the application.

3.2.2. Order form for Group of Clients:

- Contract number and date;
- Full names of clients included in the Group of Clients (for foreigners – surname and first name in Latin script);
- Citizenship, passport details (for accommodation services);
- Date, approximate time of check-in and check-out of the Group of Clients;
- Information about early/late check-in, late check-out (for accommodation services);
- Date, time of ordered services and/or type and number of rooms;
- List of services and/or additional services;
- Form and procedure of payment;
- Surname, position and signature of the person who completed the application.

3.2.3. Deadline for submitting an Order – no later than:

- 1 day before the Check-in Day of an Individual Client, taking into account clause 3.3 of this Contract;
- 15 (fifteen) days before the Check-in Day of a Group of Clients.

3.3. Within 4 (four) working hours after receiving the Order, the Contractor sends the Customer, via email to the address specified by the Customer in the Application for Accession, documentary confirmation of room and/or other service booking. If the Contractor receives the Customer's Order before 18:00 on a working day, booking confirmation is sent within 4 (four) working hours after receipt. If received after 18:00, confirmation is sent the next working day.

3.4. The Order is considered accepted and agreed upon from the moment the Customer receives booking confirmation.

4. PROCEDURE FOR PROVISION OF SERVICES. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Contractor's services are provided by means of booking rooms and providing Clients with the opportunity for temporary residence in rooms, meals, and receipt of other services arising from the terms of this Contract.

4.2. Provision of temporary residence in rooms to Clients is carried out only upon presentation of a passport or other document provided by applicable law that identifies the Client.

4.3. The Contractor reserves the right to conduct video surveillance in public areas (lobby, hall, corridors, restaurant halls, etc.) for the purpose of ensuring the safety of Clients, visitors, and the Contractor's employees. All information is recorded, stored on digital media and retained. By signing the registration card for accommodation, the Customer (acting on behalf of the Client or Group of Clients), the Client, or Individual Client acknowledges and does not object to the use of video surveillance systems in the Contractor's premises (except for rooms and toilet cubicles).

4.4. The Contractor has the right to:

4.4.1. Demand proper and actual performance by the Customer of its obligations defined in this Contract.

4.4.2. Refuse to provide services to the Customer in case of breach by the Customer of the obligations imposed on it under this Contract.

4.4.3. Independently establish and change tariffs and prices for services provided under this Contract.

4.4.4. Engage third parties to perform its obligations under the Contract. The Customer also gives its unconditional prior consent to the replacement of the Contractor party under the Contract by another person in case the Contractor assigns/transfers its rights and/or obligations under this Contract to another person. In such circumstances, the Customer authorizes the Contractor to transfer its personal data to the person who will perform the Contractor's obligations and declares that it consents to the processing of personal data by the new Contractor solely within the scope provided for in this Contract and its annexes.

4.4.5. Terminate early, without refund of amounts paid by the Customer, the contract for temporary accommodation services, with simultaneous forced eviction from the Complex territory in case the Client(s) commit the following actions:

- being in a state of severe alcohol, narcotic and/or toxic intoxication or under the influence of psychotropic substances;
- smoking in rooms as well as on the Complex territory, except in specially designated areas;
- storage or bringing of weapons, explosives and flammable, corrosive, poisonous, narcotic substances and other dangerous items and substances without agreement and without proper permits;
- violation of public order rules;
- violation of the rules of residence in the Complex;
- violation of the provisions of this Public Offer;
- systematic (2 or more) complaints from other guests of the Complex regarding violation of their rights and freedoms.

4.4.6. Receive payment (prepayments) for provided services (or services to be provided) within the terms and amounts specified in this Contract;

4.4.7. Receive the premises of the Complex used by the Customer (its Clients) in proper condition, without damage;

4.4.8. Receive compensation for the value of the Contractor's property damaged as a result of actions by the Customer (Clients, employees of the Customer);

4.4.9. Terminate this Contract unilaterally in case the Customer uses a phishing website (a fake website that fully copies the Contractor's real website) or other methods of unfair advertising.

4.5. The Contractor is obliged to:

4.5.1. Provide the Services provided for in clause 2.1 of this Contract in a timely and high-quality manner.

4.5.2. Keep commercial secrets and not disclose confidential information about the terms of this Contract.

4.5.3. Conduct reconciliations of mutual settlements with the Customer.

4.6. The Customer has the right to:

4.6.1. Cancel an order in writing no later than the deadlines specified in subclauses 5.8 and 5.9 of this Contract without application of penalties.

4.6.2. Receive necessary, reliable, accessible and timely information on availability of free rooms and possibility of providing other services by the Contractor.

4.6.3. Inform the Contractor about the planned volume of orders for each next month.

4.7. The Customer (persons invited by it, Clients, employees) is obliged to:

- 4.7.1. Ensure occupancy of hotel rooms in the quantity according to the agreed order for accommodation services.
- 4.7.2. Within the exact deadlines stipulated by this Contract, agree on the order for the Contractor's services and/or its cancellation.
- 4.7.3. Take all necessary measures to properly and actually perform other obligations under this Contract.
- 4.7.4. Make payments in a timely manner in the manner provided for in this Contract.
- 4.7.5. Conduct reconciliations of mutual settlements with the Contractor.
- 4.7.6. Use the territory of the Complex, buildings, structures, items of their interior decoration and equipment, engineering equipment, electrical networks, other communications, etc. properly, in accordance with applicable regulations and for their intended purpose, comply with the rules of residence in the hotel, use of sports equipment and other additional services of the Contractor, fire safety rules.
- 4.7.7. Before selling a Service, provide Clients with complete and accurate information about the conditions of accommodation and receipt of services, their rights and obligations, the procedure for compensation of damages, conditions of refusal of the Service and other material terms related to the Client's receipt of services.
- 4.7.8. Notify the Contractor in advance (at least 10 working days) via email of any change in its email address used for electronic document exchange specified in the Application for Accession and/or of any change in the software (system) used by the Customer for electronic document exchange.

5. COST OF SERVICES AND PAYMENT PROCEDURE

- 5.1. The Contractor's services, including additional ones, are provided on a paid basis in accordance with the terms of the contract and tariffs/prices indicated on information boards (consumer corner), in menus, price tags, price lists, other information documentation of the Contractor and/or on the Contractor's website. Tariffs/prices for the Contractor's services and their list are determined and changed solely by the unilateral decision of the Contractor. The total price of this contract consists of the cost of services provided by the Contractor during the term of the contract. The cost of services is determined individually and specified in the invoice issued by the Contractor depending on the type of service chosen by the Customer, the period during which the service will be provided, etc. The Contractor has the right to set free prices and a discount system for services provided to the Customer.
- 5.2. Prices for additional services that may be provided to Clients in cases provided for in this Contract are set independently by the Contractor and brought to the attention of the Customer when sending an Order for additional services.
- 5.3. Settlements for services under this Contract for Individual Clients and/or Groups of Clients are carried out as follows:
- 5.3.1. By the Customer – at the time of booking confirmation by means of 100% prepayment of the cost of ordered services, but no later than 15 (fifteen) days before the Check-in Day, unless otherwise specified in the invoice;
 - 5.3.2. By the Client – at the time of check-in, in case the Customer provides a Guarantee Letter for payment of ordered services.
- 5.4. In case of reduction by the Customer of the number of booked rooms for a Group of Clients, change of Check-in Day (Check-out Day) 14 (fourteen) calendar days before the Check-in Day, the Customer, in addition to payment for provided Services, pays 100% of the total cost of booked but removed from the Order rooms for 1 (one) settlement day.
- 5.5. Payment for Early Check-in of Clients, as well as Late Check-out is made additionally:

5.5.1. In case of Early Check-in of Clients to the Complex between 00:00 and 06:00 of the current day, the Customer, in addition to payment for provided services, pays 100% of the cost of booked rooms for 1 (one) settlement day. In case of check-in between 06:00 and 14:00, the Customer pays 50% of the cost of booked rooms for 1 (one) settlement day.

5.5.2. In case of Late Check-out of Individual Clients, the Customer, in addition to payment for provided services, pays the Contractor the cost of Late Check-out in the amount of 50% of the room rate when checking out before 20:00 and 100% of the room rate for 1 (one) settlement day when checking out after 20:00.

5.5.3. In case of Early Check-in / Late Check-out of a Group of Clients, the Customer, in addition to payment for provided services, pays 100% of the cost of booked rooms for 1 (one) settlement day for each Early Check-in or Late Check-out separately.

5.6. In case of early departure of Clients before the planned Check-out Day, the Contractor does not refund the prepayment for the rooms booked in the application.

5.7. If Clients stayed in the Complex for less than 1 (one) settlement day, the Customer pays the cost of their rooms as for 1 (one) settlement day.

5.8. In case of cancellation by the Customer of an Order for Services specified in subclauses 1.4.1 and 1.4.2 for an Individual Client or change of Check-in Day later than 14:00:

5.8.1. more than 14 days before Check-in Day – 100% of the booking value is refunded;

5.8.2. less than 14 days and in case of “no-show” – the Contractor does not refund the booking cost.

5.9. In case of cancellation of Services specified in subclauses 1.4.1 and 1.4.2:

- from 14 to 6 days before Check-in Day – 50% of the booking value is refunded;
- from 5 days to Check-in Day – 100% of the cost of ordered services for a Group of Clients is withheld;
- in case of cancellation less than 14 days before and in case of “no-show” – the Contractor does not refund the prepayment.

5.10. In case of cancellation of an order guaranteed in accordance with clause 5.3.2 of this Contract, the Customer pays for such booking taking into account the cancellation policy according to subclauses 5.8 and 5.9 of this Contract.

5.11. Services under this Contract and charges for cancellation and “no-show” are paid by the Customer on the basis of an invoice no later than 3 (three) banking days from the date of issuance (presentation) of the invoice. An order is considered paid if the funds are fully credited to the Contractor’s current account.

5.12. In case of cancellation by the Customer of an Order or change of Check-in Day/refusal by the Customer to receive paid services specified in subclauses 1.4.3, 1.4.4 and Additional services:

5.12.1. more than 48 hours before the date of commencement of service provision – 100% of the prepayment is refunded;

5.12.2. less than 48 hours and in case of “no-show” – the Contractor does not refund the prepayment value.

5.13. If the Customer violates the payment procedure and deadlines established by this Contract, the Contractor has the right to claim damages and may suspend the provision of services until the debt is paid.

5.14. After provision of Services, as of the last day of the calendar month, the Contractor provides the Customer with two copies of the Certificate of Acceptance and Transfer of Services Provided for the calendar month for signing, taking into account the provisions of clause 8.14. The Customer shall sign them within 5 (five) calendar days from the date of receipt of the copies of the Acts and return one copy to the Contractor. In the absence of written objections from the Customer within 5 working days from the date of receipt of the Certificate of Acceptance and

Transfer of Services Provided regarding the data contained therein, the services are considered performed in full and in accordance with the terms of the Contract. Upon the Customer's request, a tax invoice is provided.

5.15. On the basis of the Reconciliation Statement of mutual settlements and the Customer's written request, the Contractor, within 20 days of the month following the reporting month, refunds to the Customer the value of previously paid but not provided services, less reasonably withheld amounts provided for in subclauses 5.8, 5.9 and 5.12 of this Contract.

5.16. Prices and settlement terms defined in this Contract and its annexes are contractual and confidential, include taxes and may be changed during the term of this Contract only on the grounds provided for in this Contract, provisions of applicable Ukrainian legislation and agreements of the Parties.

5.17. Settlements between the Parties to this Contract are made by non-cash transfer of funds to the bank current accounts of the Parties according to the details specified in the Application for Accession to this Contract, except for settlements under clause 5.3.2.

5.18. Payment for Additional services used by the Client(s) in the Complex is made in any manner provided for by applicable Ukrainian legislation.

6. LIABILITY OF THE PARTIES

6.1. Neither Party shall be liable for failure or improper performance of its obligations under this Contract if such failure or improper performance is caused by force majeure circumstances. The Party for which force majeure circumstances have occurred shall notify the other Party in writing no later than 5 calendar days from the date of occurrence of such circumstances. Force majeure circumstances include extraordinary and unavoidable circumstances that objectively make it impossible to perform the obligations provided for by the terms of the Contract, namely: threat of war, armed conflict or serious threat of such conflict, including but not limited to hostile attacks, blockades, military embargoes, actions of a foreign enemy, general military mobilization, military operations, declared and undeclared war, actions of a public enemy, riots, acts of terrorism, sabotage, disorders, invasion, blockade, revolution, insurrection, uprising, mass riots, non-delivery of electricity, energy carriers, introduction of curfew, quarantine established by the Cabinet of Ministers of Ukraine, expropriation, forced seizure, enterprise capture, requisition, public demonstration, blockade, strike, accident, unlawful acts of third parties, fire, explosion, prolonged interruptions in transport operation regulated by relevant decisions and acts of state authorities, closure of sea straits, embargo, prohibition (restriction) of export/import, etc., as well as those caused by exceptional weather conditions and natural disasters, namely: epidemic, severe storm, cyclone, hurricane, tornado, squall, flood, snow accumulation, ice, hail, frost, earthquake, lightning, fire, other natural disasters, etc. that arose independently of the will of the Parties, other circumstances beyond the control of the Parties that make it impossible to perform the terms of this Contract.

6.2. The Contractor is released from liability for breach of its obligations under this Contract regarding provision of services to the Client/Group of Clients in accordance with the agreed Order in case of absence of confirmation of receipt of funds to the Contractor's current account at the time of arrival of the Client/Group of Clients.

6.3. The Contractor is not liable for any damage caused to the Client if such damage arose as a result of the Client's failure to comply with the rules provided for in clause 4.7.6, as well as other regulatory documents of Ukraine, including occupational safety rules, fire safety rules and other applicable regulatory documents related to accommodation facilities, public catering, health improvement, etc. at the time of service provision.

6.4. The Parties have agreed that the general limitation period of 3 (three) years shall apply to disputes concerning collection of debts for services provided by the Contractor.

6.5. All claims are considered by the Contractor only if the Contractor was informed in advance of the violation of service provision terms to enable their elimination within the next 12 hours. Claims and all necessary documents (checks, receipts of the Contractor, documents confirming actual losses) shall be submitted to the Contractor no later than 3 calendar days from the date of completion of service provision. Claims submitted in violation of the requirements of this Public Offer (contract) are not considered.

6.6. All disputes related to this Contract are resolved through negotiations between the Parties. If the dispute cannot be resolved through negotiations, it is resolved in court according to the jurisdiction and venue determined by applicable Ukrainian legislation.

7. SPECIAL CONDITIONS

7.1. The Customer undertakes to assist and provide all available information and details regarding the Client(s) who caused damage to the Hotel by loss or damage to the hotel's property (including property of the restaurant, bar, conference hall, etc.), non-payment by Clients of bills (including non-payment of bills for Additional services of the Complex used by Clients that were not paid by the Customer).

7.2. The fact of damage and/or destruction of property is recorded in an act drawn up and signed by authorized representatives of the Contractor in the presence of a representative of the Customer and/or the Client. In case of refusal by the Customer's representative and/or the Client to participate in drawing up the said act and/or receiving its copy, such Act is drawn up and signed by authorized representatives of the Contractor and sent to the postal address and/or email of the Client according to the contact details of the Client(s) provided by the Customer.

7.3. The Customer's assistance under this Contract consists in providing the Client's contact details (postal address, email address, phone number, name of the organization where the Client works, his/her position, phone number, etc.).

8. TERM OF THE CONTRACT AND OTHER CONDITIONS

8.1. This Contract is a contract of adhesion within the meaning of Article 634 of the Civil Code of Ukraine and may be concluded only by the Customer's accession to all its terms in full by submitting to the Contractor an Application for Accession (annex to this Contract) in the manner provided for in this Contract. The Contract becomes effective from the moment the Contractor accepts the Application for Accession from the Customer and remains in force until the date of refusal by either Party from the Contract, but not earlier than performance by one of the Parties of the obligations undertaken.

8.2. By submitting the Application for Accession, the Customer confirms that it has read and agrees with the terms effective at the time of conclusion of the contract and posted on the Contractor's official website, and undertakes to comply with them.

8.3. The Customer sends the Application for Accession in one of the following ways at its discretion:

8.3.1. by sending a signed and sealed (if any) Application for Accession in two copies. Upon receipt of two copies of such Application and in the absence of objections to its execution and completion, the Contractor returns one copy to the Customer with a note of acceptance and an individual number assigned;

8.3.2. by sending the Application for Accession in electronic form with a qualified electronic signature through M.E.Doc / another document flow service agreed by the parties. Upon receipt of the Application in electronic form and in the absence of objections to its execution and completion, the Contractor returns the Application to the Customer in electronic form with a note of acceptance (qualified electronic signature affixed) and an individual number assigned.

8.4. The Contractor has the right, at its sole discretion, to refuse to accept the Customer's Application for Accession regardless of the method of sending.

8.5. The Contract is also considered concluded and acquires the force of a contract of adhesion from the moment the Customer performs any action provided for in clause 8.6 of this Contract, which means full and unconditional acceptance by the latter of all terms of the contract without any exceptions and/or limitations in accordance with Article 642 of the Civil Code of Ukraine. A contract for the provision of services concluded by the Customer by accepting the Public Offer is valid in accordance with Article 642 of the Civil Code of Ukraine, is equivalent to a contract signed by the parties and is considered as the Customer having read and agreed to the terms of this Public Offer (contract).

8.6. In accordance with Article 642 of the Civil Code of Ukraine, the Customer confirms the fact of acceptance (acceptance) of the Public Offer in case of performing any of the following actions:

8.6.1. submission of an Application for Accession to this Contract;

8.6.2. payment for any services of the Complex through the reception and accommodation service (reception and/or booking department) or by bank transfer on the basis of issued invoices, or by bank card.

The term for acceptance of this Public Offer is unlimited.

8.6.3. The Contractor has the right to terminate the Contract unilaterally by sending an electronic message to the Customer about termination of the Contract.

8.7. Amendments to the Contract become effective from the day following the date of publication by the Contractor of information about such amendments, or from the date specified in the published information as the effective date of the amendments.

8.8. Any amendments to the Contract from the moment they become effective apply to all persons who have acceded to the Contract, including those who acceded to the Contract before the date the amendments became effective.

8.9. All legal relations arising from this Contract or related to it, including those related to validity, conclusion, performance, amendment and termination of this Contract, interpretation of its terms, determination of consequences of invalidity or breach of the Contract, are governed by this Contract and the relevant norms of applicable Ukrainian legislation, as well as applicable business customs on the basis of the principles of good faith, reasonableness and fairness.

8.10. All annexes to the Contract are its integral parts. Invalidity (recognition as invalid) of any provision (any term) of this contract and/or its annexes is not a ground for invalidity (recognition as invalid) of other provisions (terms) of this contract and/or the contract as a whole.

8.11. The Parties have agreed that all terms and periods, compliance with which is mandatory for them, must be fulfilled on working days during working hours. If the expiration of a period falls on non-working time, such period is not postponed to the next working time, and must be taken into account by the obligated party in such a way as to ensure normal performance of the rights and obligations of the Parties. In particular, if the deadline for possible cancellation of an order falls on non-working time, the Customer is obliged to notify the Contractor before the end of working hours (18:00) of the current day.

8.12. The Contractor has the right to indicate the corporate (commercial) name and/or trademark of the Customer among the list of clients using the Contractor's services in its informational or advertising materials or during marketing campaigns.

8.13. Each person authorized in accordance with part two of Article 207 of the Civil Code of Ukraine to sign this Contract and annexes or additional agreements thereto on behalf of any Party gives the other Party an indefinite consent of the personal data subject to the processing of its personal data for the purpose of performance of this Contract, as well as in cases provided for by applicable Ukrainian legislation in accordance with the provisions of the Law of Ukraine "On Personal Data Protection" dated June 1, 2010 No. 2297-VI.

8.14. The Parties have agreed that documents sent by email that are an integral part of the contract, signed and sealed by the parties, have full legal force until the parties exchange originals of the documents (by registered mail with notification of receipt), establish rights and obligations for the parties to the contract, and may be submitted to courts as proper evidence. The terms of this clause do not apply to primary accounting documents that may be provided in electronic form using the M.E.Doc service or another document flow service agreed by the parties. The Parties acknowledge that an electronic document (generated, signed using a digital signature and transmitted via the service) is identical in content and details to a paper document, and each of the documents has equal legal force. Upon the Contractor's request, the Customer undertakes to send the original document in paper form to the Contractor's address within the next 5 working days after receipt of such request.

8.15. Electronic document flow.

8.15.1. The Parties have agreed in their business activities to the possibility of signing the documents listed below, including primary documents, in electronic form using a digital signature (hereinafter – “DS”) and a qualified electronic seal, and by means of information, telecommunication, information-telecommunication systems (hereinafter – “Electronic Document Flow System”), such as “M.E.Doc”, “Vchasno”, etc. In case the Parties use different Electronic Document Flow Systems or DS from different Certification Authorities, such systems or DS must be capable of mutual operation and key verification with each other.

8.15.2. The Parties have agreed to consider the following as electronic documents:

- Contracts for the provision of services, Annexes and Additional agreements thereto;
- Expenditure invoices for supply of goods;
- Invoices;
- Acts of acceptance and transfer of performed works and provided services;
- Other primary documents created as a result of business activities between the Parties.

8.15.3. Electronic documents must be:

- executed in accordance with the requirements of contracts concluded by the Parties and applicable legislation;
- contain the mandatory details defined by applicable Ukrainian legislation, without which they cannot be considered primary documents and grounds for accounting and will have no legal force;
- signed using a DS that complies with the provisions of the Law of Ukraine “On Electronic Trust Services”;
- affixed with a qualified electronic seal.

8.15.4. The Parties have agreed to establish the following conditions for exchange of electronic documents:

- an electronic document is considered received by the addressee (the Party to whom the electronic document was sent) according to the date and time of its receipt displayed in the Sender’s Electronic Document Flow System;
- the party that received the electronic document (addressee) is obliged within 10 calendar days from the date of preparation of the document either to agree to the electronic document by affixing a DS and qualified electronic seal, or to refuse to accept and sign such document by rejecting it, simultaneously notifying the sender of the reasons for such refusal. If the addressee rejects the document within the agreed period with a reasoned explanation, the Sender is obliged to resend the corrected document no later than the next day after rejection, and the addressee, within 5 calendar days, must review it and, in the absence of objections, agree to such document;
- the date of the document is the date of its preparation. The date of supply under the expenditure invoice and date of provision of services under the act of performed works is the date of their preparation.

The Contractor is a payer of profit tax on general terms in accordance with the requirements of the Tax Code of Ukraine.