

Effective Date: 01.05.2025**Last updated: 01.05.2025**

PUBLIC OFFER
on providing access to the Website/Application to the Consultant

LEGAL MARKETPLACE CONSULTANT LLC (hereinafter referred to as – LM CONSULTANT LLC), registration code: 44273616, represented by the Director Andrii Anatoliiovych Prykhodko, invites you to carefully read the text of the Public offer on providing access to the Website/Application to the Consultant. If the Consultant does not agree with any of the terms of this Agreement and/or does not agree to comply with the terms of this Agreement (or a new version of the Agreement), he/she has the right to refuse the Services in the manner specified in this Agreement, and shall also be obliged to cease using the Website and/or the Consultant Application (hereinafter referred to as the Application).

1. GENERAL PROVISIONS AND DEFINITIONS OF TERMS

- 1.1. The Public offer on providing access to the Website/Application to the Consultant is an agreement between the Consultant and LM CONSULTANT LLC on providing access to the functionality of the Website/Application (hereinafter referred to as the Agreement).
- 1.2. This Agreement is public, i.e., in accordance with Article 633 of the Civil Code of Ukraine, its terms and conditions are the same for all Consultants regardless of their status, without giving preference to one Consultant over another. The person who accepts the proposal (public offer) to conclude the Agreement (accepts) becomes a Consultant in accordance with Article 642 of the Civil Code of Ukraine and the terms of this Agreement.
- 1.3. This public offer is an official offer of LM CONSULTANT LLC (hereinafter referred to as the "Administration") and contains all the essential terms and conditions governing the relations arising between the Consultant of the Website and/or the Application.
- 1.4. This Agreement is an adhesion contract within the meaning of Article 634 of the Civil Code of Ukraine, since its terms are determined by the Administration and may be accepted by the Consultant only by adhering to the proposed Agreement as a whole.
- 1.5. Accession to the Agreement shall be deemed to be the registration of the Consultant on the Website/Application and/or the signing of the Additional Agreement and/or the payment of fees on the Website/Application, established by the Administration by non-cash transfer of funds to the Administration's account or



in another form agreed in writing with the Administration, including through the use of electronic means of communication.

1.6. The Agreement shall be deemed concluded upon the Consultant's acceptance of the terms of the Public Offer or the signing of the Additional Agreement.

1.7. The actions taken by the Consultant as provided for in clause 1.5 of this Agreement shall be deemed as acceptance by the Consultant of the offer to conclude the Agreement (acceptance), and also confirms the fact of full and unconditional acceptance by the Consultant of the terms of this Agreement without any reservations or comments in accordance with Article 642 of the Civil Code of Ukraine. By accepting the Administration's proposal (public offer), the Consultant agrees to all the terms and conditions of this Agreement and confirms that he/she has the necessary legal capacity, that accession to this Agreement corresponds to his/her internal will, the terms and conditions of the Agreement are clear and do not require additional explanations or interpretations.

1.8. The Consultant agrees to comply with the terms of this Agreement when registering on the Website/Application, when using any service on the Website/Application, and when signing the Additional Agreement.

1.8.1. Use of the Website/Application means full acceptance by the Consultant of the terms of this Agreement in full, without any reservations or exceptions. If the Consultant disagrees with any of the provisions of this Agreement, the Consultant may not use the Website/Application and shall not have access to the functions or services of the Website/Application.

1.9. The Agreement, taking into account all changes and additions, shall be made available to the general public on the Website/Application. By using the Website/Application, the Consultant automatically agrees to changes to the Agreement without receiving any special confirmation from them.

1.10. In this Agreement, unless the context requires otherwise, the terms shall have the following meanings:

1.10.1. **"Website/Application Administration"** (hereinafter referred to as the "Administration") – LEGAL MARKETPLACE CONSULTANT LLC (registration code: 44273616), represented by Director Andrii Anatoliiovych Prykhodko, acting on the basis of the Articles of Association, as well as other persons duly authorised to manage the Website/Application and provide services to Consultants, who organise and carry out the processing of personal data, as well as determine the purposes of personal data processing, the composition of personal data to be processed, and the actions or operations to be performed with personal data.

1.10.2. **"Acceptance"** – full, unconditional and unreserved acceptance by the Consultant of the terms and conditions set forth in the Public offer on providing access to the Website/Application to the Consultant, without any exceptions, restrictions or reservations in accordance with Part 2 of Article 642 of the Civil Code of Ukraine.

1.10.3. **"Bank card"** – a bank card of the MasterCard or Visa international payment system.




1.10.4. **"Website"** – a collection of data, electronic (digital) information, including copyright and/or related rights, etc., linked together and structured within the address <https://consultant.net.ua/en>, accessible via an Internet address consisting of a domain name, directory entries or calls and/or a numerical address according to the Internet protocol.

1.10.5. **"Additional agreement"** – an agreement between the Consultant and the Administration, concluded for the purpose of providing Consultant's Services by the Consultant without going through the registration procedure on the Website/Application, which specifies the specific Consultant's Services to be provided to the Client, the term of provision of such services, as well as the amount and procedure for payment for them. An Additional Agreement may be concluded at the initiative of the Consultant who has already registered on the Website/Application.

1.10.6. **"Document"** – the ability to obtain a template document posted on the platform by Consultants via the Website/Application.

1.10.7. **The "Consultant" application** (hereinafter referred to as the "Application") – software installed on smartphones with the following operating systems, through which and via the Internet, the Client can access the relevant data and functionality of the Application provided by the Administration during the term of this Agreement, in particular: purchase documents, read free consultations in text and video formats, order paid individual consultations and services, subscribe, use available loyalty programmes, leave feedback, and use other functions of the Application. The Consultant, using the Application, has the ability to access the relevant data and functionality of the Application provided by the Administration during the term of this Agreement, including: provide Consultant's Services, subscribe and use other functionality of the Application.

 **iOS** at the link:

<https://apps.apple.com/us/app/%D0%BA%D0%BE%D0%BD%D1%81%D1%83%D0%BB%D1%8C%D1%82%D0%B0%D0%BD%D1%82/id1459241538?l=uk&ls=1>

 **Android** at the link:

<https://play.google.com/store/apps/details?id=ua.net.consultant&pli=1>

1.10.8. **"Client"** – an individual with full legal capacity, an individual entrepreneur, or a legal entity wishing to receive the Consultant's Services.

1.10.9. **"Consultant"** – a individual with full legal capacity, an individual entrepreneur, a legal entity that has accepted the Public offer on providing access to the Website/Application, the Consultant, agrees to the terms and conditions set forth in this Agreement, the Privacy Policy, Terms of Use of the Website/Application, has been duly verified by the Administration for the right to provide the relevant Consultant's Services (including: the availability of certification/permit/license or other document, if required for the provision of the Consultant's Services) and provides the Consultant's Services to Clients using the functionality of the Website/Application.



The Consultant is not an employee or representative of the Administration, acts on their own behalf, at their own risk and is solely responsible for the quality and legality of the services provided.

1.10.10. **"Consultation"** – the opportunity to receive online consultation from Consultants via the Website/Application.

1.10.11. **"International payment system"** – international payment systems Master Card, Visa. International payment systems are determined depending on the affiliation of the Client's Bank Card to a particular international payment system. Access to the international payment system shall be provided by the Administration with the help of third parties authorised to provide financial services and having the relevant permits and licences.

1.10.12. **"Personal data"** – information or a set of information about an individual who is identified or can be specifically identified.

1.10.13. **"Purchase of a Contact"** – an opportunity to receive a Consultant's contact via the Website/Application by paying the specified amount of money set by the Administration.

1.10.14. **"Privacy Policy"** – terms and conditions for the collection, processing, storage and use of confidential information on the Website/Application. The Privacy Policy explains how and for what purpose the Administration uses the Consultant's personal data obtained by the Administration in connection with the use of the Website/Application and the provision of legal marketplace services by the Consultant and is available for review at the following link: <https://consultant.net.ua/en/legal/privacy-policy>.

1.10.15. **"Consultant's Services"** – services posted on the Website/Application or in the Additional Agreement and provided by the Consultant, including, but not limited to: consultations, both verbal and written, drafting of documents: reports, complaints, statements of claim, responses, appeals, requests, explanations, appeals, cassation complaints, various types of contracts, etc.

The Consultant's Services are provided by the Consultant after registration on the Administration's Website/Application and/or by concluding an Additional agreement on the terms and conditions set forth in this Agreement, the Terms of Use of the Website/Application, and the Privacy Policy.

1.10.16. **"Legal Marketplace Consultant Services"** – services in the form of access to the functions or services of the Administration's Website/Application, including the setting of rates on the Website/Application (hereinafter referred to as the Administration Service), provided by the Administration to the Consultant who has accepted the terms of this Agreement (hereinafter referred to as the Services).

1.10.17. **"Terms of Use of the Website/Application"** – terms of use of the Website/Application which are an integral part of this Agreement and are available at: <https://consultant.net.ua/en/legal/site-rules>.

1.10.18. **"Loyalty Programme"** – a set of relationships as a result of which a loyalty programme participant has the right to use all the rights of the loyalty programme under the relevant conditions determined by the Administration.



1.10.19. **"Public Offer"** – the Administration's offer to conclude the Agreement posted on the Website/Application of the Administration and set forth by the Administration in the terms of this Agreement, addressed to an indefinite number of persons.

1.11. Acceptance of the Public Offer shall be the performance by the Consultant of the actions specified in clause 1.5 of this Agreement, resulting in the conclusion of this Agreement.

2. SUBJECT OF THE AGREEMENT

2.1. Under the terms and conditions set forth in this Agreement, the Administration shall provide the Consultant with the Services, and the Consultant shall accept and, in cases provided for in this Agreement, pay the Administration remuneration for the Services provided via the Internet using technical devices.

2.2. The Services shall also include the selection of a Consultant to provide Services to the Client, information, advertising and/or other services related to the placement of information about the Consultant's contact details on the Administration's Service.

2.3. The Administration provides Services that allow the Consultant to register on the Website/Application, under the terms and conditions set forth in this Agreement.

3. REGISTRATION OF CONSULTANT ON THE WEBSITE/APPLICATION

3.1. In order to use the Administration Service, the Consultant shall register on the Website/Application, as a result of which a unique account shall be created for the Consultant, providing him/her with access to the Administration Service.

3.2. Upon registration, the Consultant shall provide accurate information about himself/herself in order to fill in the relevant registration form.

3.3. The Consultant's registration procedure is carried out in accordance with the Terms of Use of the Website/Application, which are an integral part of this Agreement.

3.4. After registering on the Website/Application, the Consultant is entitled to provide the Consultant's Services.

3.5. The Consultant is obliged to undergo verification by the Administration for the right to provide the relevant Consultant's Services (including: the availability of certification/permission/licensing, if required for the provision of the Consultant's Services). If the verification is not passed, the Administration has the right to prohibit the registration of the Consultant on the Website/Application.

3.6. The Consultant joins the Website/Application based on their own will and this means they automatically agree to their personal data being processed.

3.7. After successfully completing the Consultant registration form on the Website/Application, creating their Personal Account and confirming their Joining, for the final activation of the Personal Account, the Consultant has the right to attach the business entity's bank account details for the purpose of carrying out the necessary settlement transactions.



4. SERVICES. PROCEDURE FOR THE PROVISION OF SERVICES BY THE ADMINISTRATION

4.1. The Consultant accepts the Public Offer by registering on the Administration's Website/Application and/or concluding an Additional Agreement and/or paying for the relevant package of Services posted on the Administration's Website/Application in accordance with this Agreement. From this moment, the Consultant is deemed to have unconditionally and unreservedly accepted the terms of this Agreement.

4.1.1. Services for using the Administration's Service may be provided to the Consultant for a fee or free of charge under the terms and conditions set forth in this Agreement.

4.2. By accepting this Agreement, making payments under this Agreement, as well as by registering on the Website/Application, the Consultant confirms that he/she is a natural person with sufficient legal capacity, acting on his/her own behalf or authorised by another person to perform such actions, or on legal grounds on behalf of a legal entity.

4.3. Upon acceptance of the Public Offer, the Consultant shall gain access to the functionality of the Website/Application to receive the Services specified in Section 2 of this Agreement.

4.4. The Website/Application does not contain and is not intended for the placement of confidential information, information with restricted access, information belonging to third parties, for the placement of which on the Website/Application the appropriate permissions and authorisations have not been obtained.

4.5. The Administration engages Consultants who provide and/or offer to provide Consultant Services to the Client through the Administration Service.

4.6. The provision of Consultant Services by the Consultant to the Client is carried out on the basis of separate agreements between specific Clients and Consultants, to which the Administration is not a party, even if the Client has received information about such services through the use of the Website/Application or if the Administration has in any other way facilitated the conclusion of such agreements, subject to clause 4.7 of this Agreement.

4.7. The Administration shall not be liable for any obligations arising from agreements concluded between the Client and the Consultant, nor shall the Administration be liable to the Client for any possible negative consequences, damage (losses) caused by the use of the Website/Application if the Client violates the algorithm of actions and has not agreed with the Consultant on further actions specified in the algorithm of each service.

4.8. By creating an account on the Website/Application, the Consultant agrees to receive text messages (SMS) and/or emails, which are an integral part of the process of using the Services. The Consultant acknowledges that refusal to receive SMS and/or emails is grounds for deletion of the account and deprivation of the ability to use the Administration's Services.



4.9. The Administration, at its sole discretion, may create promo codes that can be used to credit the Consultant's account balance, provide other functions or provide any benefits related to the provision of the Service.

4.10. The Consultant agrees that promotional codes may not be copied, sold, transferred or disclosed without the consent of the Administration; promotional codes may be invalidated or cancelled by the Administration at any time and for any reason; promo codes may only be used in accordance with the specific terms and conditions set forth for such promo codes; promo codes are not exchangeable or refundable, and lost promo codes will not be replaced; promo codes may not be exchanged for cash or any other benefit.

4.11. The Administration reserves the right to cancel or revoke credits and other features or benefits obtained through the use of promo codes if it concludes that the use or redemption of promo codes is fraudulent, dishonest or illegal, or violates the terms of use of promo codes or the terms of this Agreement.

5. PROCEDURE FOR THE PROVISION OF SERVICES BY THE CONSULTANT (EXECUTION OF THE CLIENT'S ORDER)

5.1. Procedure for fulfilling a "Consultation" order by a Consultant:

5.1.1. The Agreement defines the basic rights and obligations of the Consultant regarding the fulfilment of the Client's order for the provision of brief written advice for a fixed fee.

5.1.2. Payment for the fulfilment of the Client's order for the provision of brief written advice shall be made to the Consultant's designated bank account.

5.1.3. The amount of payment to the Consultant for the completed order for the provision of a short written consultation is determined by the specific terms and conditions of this Agreement.

5.1.4. On the Website/Application, the Client may independently determine the cost of their order for the provision of a short written consultation, within the limits established by the Administration.

5.1.5. The Administration sets a fee for using the function of fulfilling an order for a short written consultation in the amount of 25% to 75% of the cost of fulfilling the order proposed by the Client.

5.1.6. If several Consultants provide an answer, the specific Consultant has the right to receive payment for fulfilling the Client's order under the following conditions:

- The Client marked the Consultant's answer as the best in their Personal Account;
- The Client did not mark any of the Consultants' answers as the best in their Personal Account within seven calendar days, and such Consultant was the first to provide a short written consultation to the Client.

5.1.7. The amount of payment to the Consultant for the completed order for providing a brief verbal consultation is determined taking into account the established fee of the Administration Service, as well as the declared cost of the order by the Client.



5.2. The procedure for fulfilling an order in the "Services" section by the Consultant:

5.2.1. The Agreement defines the basic rights and obligations of the Consultant regarding the fulfilment of the Client's order for the provision of Consultant's Services for a fixed fee.

5.2.2. The order may be fulfilled by the Consultant subject to the additional signing of a direct agreement between the Consultant and the Client of the Website/Application (e.g., a Service Agreement, a Legal Assistance Agreement, etc.).

5.2.3. All orders in the "Services" section are executed in stages, i.e. in the order of actions determined by the Consultant and controlled by the Administration.

5.2.4. The cost of the Consultant's work for the execution of the Client's order is set by the Administration.

5.2.5. Payment for the execution of an order in the "Services" section to the Consultant shall be made to the Consultant's bank account specified in the Consultant's Personal Account and/or in the Additional Agreement.

5.2.6. Payment for the execution of an order in the "Services" section to the Consultant shall be made upon completion of a specific stage of the order.

5.2.7. The stage of order execution in the "Services" section is considered complete when the Consultant has attached a document corresponding to the result of the specific stage to the appropriate field in the Personal Account, and the Client, in turn, has confirmed receipt of the document of the required quality.

5.2.8. To fulfil any order placed on the Website/Application, the Client must confirm in the Client's Personal Account that such order has been fulfilled by a specific performer, i.e. the Consultant.

5.2.9. Upon completion of the stage of the Consultant's Services by the Consultant, after attaching the document considered final for this stage to the Consultant's Personal Account, the Client may confirm or reject the acceptance of such result.

5.2.10. The Consultant is independently obliged to monitor the acceptance of the document by the Client in the Personal Account, as evidenced by the transition to the next stage of the Consultant's Services or a proposal to upload the next document to the Consultant's Personal Account.

5.2.11. If the document uploaded by the Consultant to the Consultant's Personal Account is rejected by the Client in the Client's Personal Account, the resolution of such dispute shall be referred to the Administration, which shall establish the reasons for the Client's decision and settle such dispute.

5.2.12. This Agreement prohibits direct communication and dispute resolution between the Client and the Consultant without the participation of the Administration or outside the designated platforms for such communication.

5.2.13. Disputes related to the quality of the Consultant's Services between the Client and the Consultant may only be resolved with the participation of the Administration in the established form and on the designated platform (messenger).

5.2.14. The Administration guarantees the transfer of funds to the Consultant as payment for the order fulfilled by him, provided that the Consultant has duly



performed his work, delivered the required result within the established time frame, and complied with the provisions of this Agreement, applicable law, etc.

5.3. Conditions for premature termination of the Client's order:

5.3.1. This Agreement provides for the procedure and conditions for termination of the order in the "Services" section at the initiative of one of the parties and by agreement of the parties.

5.3.2. At the initiative of the Consultant, early termination of the order from the "Services" section is possible in the following cases:

- inability to continue fulfilling the order due to the specific legislative regulation of the fulfilment of a particular order.

- inability to continue fulfilling the order due to family or other valid reasons of the Consultant.

- refusal of the Consultant to continue fulfilling the order, provided that the Administration is notified of such decision in a timely manner, but no more than once a month.

- in other circumstances, the final decision on which shall be made by the Administration.

5.3.3. At the Client's initiative, premature termination of the order from the "Services" section is possible in the following cases:

- inability to further execute the order due to the peculiarities of legislative regulation of the execution of a specific order.

- inability of the Client to pay for the start of the next stage of the order when the previous stage has been successfully completed.

- irrelevance of the order for the Client, provided that the last stage paid for by the Client is not compensated if such stage has not yet been completed.

- in other circumstances, the final decision on which is made by the Administration.

5.3.4. At the initiative of the Administration, early termination of an order from the "Services" section is possible in the following cases:

- inability to further execute the order due to the peculiarities of legislative regulation of the execution of a specific order.

- detection of significant violations of the terms of the Agreement by the Consultant.

- improper performance of obligations imposed on the Consultant or the Client.

- other grounds that make further execution of the order impossible.

- other reasons that threaten the security or business reputation of the Administration, the Administration Service or other parties.

5.3.5. The decision to terminate the performance of orders by the Consultant from the "Services" section may be made subject to the agreement of all parties to terminate the performance of a specific order.

5.3.6. In case of early termination of the Consultant's Services by the Consultant on his own initiative before the completion of a specific stage of the Services, the fee for the performance of this stage shall not be charged to the Consultant and shall be



fully compensated to the Client, and the Administration undertakes to select another Consultant to continue the performance of a specific order.

5.3.7. In case of early termination of the Consultant's Services by the Consultant on his own initiative upon completion of a specific stage of the Services, the fee for the performance of this stage shall be charged to the Consultant in full, if the grounds for early termination correspond to the grounds specified in clause 5.3.2 of the Agreement, and the Administration undertakes to select another contractor to continue the performance of a specific order.

5.3.8. If the early termination of the Consultant's Services on the initiative of the Consultant occurs in violation of clause 5.3.2 of the Agreement, the Administration shall have the right to apply the liability measures provided for in Section 11 of this Agreement.

5.3.9. In case of early termination of the Consultant's Services by the Client before the completion of the stage of the ordered Service, the fee for the performance of this stage shall be charged to the Consultant in full and shall not be subject to compensation to the Client.

5.3.10. In case of early termination of the Consultant's Services by the Client upon completion of the stage of the ordered Service, the Client shall not be charged for the further performance of such Service, the amount of payment made for the completed stages shall not be compensated, and the Consultant shall receive payment for the last stage of the Service performed by him.

5.3.11. In case of early termination of the Consultant's Services by the Administration upon completion of the stage of the Services ordered by the Client, the amount paid for the stage shall not be compensated to the Client, and the Consultant shall receive funds to the settlement account based on the results of the completed stage.

5.3.12. The Administration shall remain responsible for personally supervising the performance of the order by the Consultant and individually resolving issues related to the early termination of the order by the Consultant.

5.4. The procedure for negotiations between the Consultant and the Client:

5.4.1. From the moment the Consultant begins to perform the order, the Administration guarantees the automatic creation of a chat room, or by other means established by the Administration, for the purpose of conducting negotiations and clarifying the necessary data between the Parties performing the Consultant's Services.

5.4.2. The participants in the chat room are:

- Administration;
- Consultant;
- Client.

5.4.3. The chat is created for the following purposes:

- clarification of the necessary data and information for the proper performance of the Consultant's Services;
- settlement of disputes that may arise between the Consultant and the Client;
- ongoing support for the representative of the Website/Application regarding the Consultant's use of the Administration's Website/Application;



- control over the proper provision of the Consultant's Services by the Consultant.

5.4.4. The chat is created automatically for the Client and the Administration when the Consultant automatically joins it on their own initiative through the corresponding function in the Consultant's Personal Account.

5.4.5. The rights and obligations of the Consultant as a party to the chat are all the rights and obligations provided for in this Agreement.

5.4.6. The Agreement provides for the settlement of disputes and other issues that may arise between the Consultant and the Client only within the specified format, i.e. through negotiations in writing between the parties to such chat.

5.4.7. The chat provides for the possibility of additional clarification of the details of the performance of the Service by the Consultant, both on the part of the Client and the Consultant, as well as on the part of the Administration.

5.4.8. The Administration prohibits direct negotiations between the Consultant and the Client outside the chat, one of the parties to which is necessarily the Administration.

5.4.9. The Administration guarantees direct support on issues related to the performance of the Consultant's Services, technical issues, the Terms of Use of the Website/Application, and other issues between the Administration and the Consultant.

5.4.10. The Consultant is prohibited from exchanging contact information (mobile phone number, email address, disclosure of surnames, company names, etc.) that would enable identification of the person without the consent of the Administration. Such actions entitle the Administration to restrict access to the Website/Application to the person who committed such actions.

6. COST AND PAYMENT PROCEDURE FOR THE CONSULTANT'S SERVICES BY THE CLIENT

6.1. The Client pays the Consultant, who, in the Client's opinion, provided the most professional (acceptable) preliminary consulting service received through the Website/Application, through the Administration. The Administration retains a portion of the funds paid by the Client for the use of the Website/Application. The consulting service is considered provided and accepted by the Client after they receive at least one response sent to the Client's personal account via the Website/Application within 7 days from the date of sending the question.

6.2. The Client pays the Consultant, who provides the relevant service in accordance with the category and selected Consultant's Services, a fixed amount for each stage of the Consultant's Services through the Administration. The Administration retains a part of the funds paid by the Client for the use of the Website/Application.

6.3. The Consultant's Service shall be deemed to have been duly provided and accepted by the Client in the following cases:

- acceptance of the act of work performed by the Client by clicking the "accept" button after the performance of any Consultant's Services;



- non-acceptance of the act of work performed by the Client without giving a reason for such non-acceptance within 3 (three) days (principle of tacit consent);

- rejection of the act of work performed by the Client, without a reasoned refusal of such rejection within 3 (three) days (principle of tacit consent).

6.4. The Client pays the Consultant a fixed amount through the Administration to receive a template document. The Administration retains the fixed amount specified on the Website/Application until the Client receives the template document. The Consultant's Services shall be deemed provided and performed by the Consultant upon the Client's access to the document on the Website/Application.

6.5. The Administration reserves the right at any time, at its sole discretion, to determine, delete and/or change the amount of payment for the Consultant's Services received through the Website/Application.

6.6. The Administration is not responsible for direct settlements and obligations between the Client and the Consultant that have not been separately agreed with the Administration.

7. COST AND PAYMENT PROCEDURE FOR THE CONSULTANT'S SERVICES

7.1. Services related to the use of the Website/Application may be provided to the Consultant for a fee or free of charge under the terms and conditions set forth in this Agreement.

7.2. The Administration shall establish tariffs for the use of the Administration's Services for the Consultant, which shall be posted on the Website/Application. The Administration may change the cost, terms and conditions of the tariffs without the consent of the Consultant and shall notify the Consultant of such changes.

7.3. The following tariffs are established for the Consultant: "BASE", "PRO", "PREMIUM", "PREMIUM+", the terms and conditions of which are posted on the Website/Application.

7.3.1. The Consultant has the right to use the Website/Application free of charge while the "BASE" tariff is in effect.

7.3.2. Depending on the tariff, the Administration establishes the possibilities of using the functionality of the Administration Service.

7.4. The Administration shall determine the procedure for payment of the Administration's Service fees and shall notify the Consultant thereof at the time of registration of the relevant fee.

7.5. The Paid Service shall be provided for the period for which payment has been made in accordance with this Section.

7.6. At the request of the Consultant, the Service may be provided again and/or extended, subject to full payment, taking into account paragraphs 7.2 - 7.4 of this Agreement.

7.7. The Administration shall charge the Consultants for the use of the Administration's Service in the amount determined by the Administration, valid at the time of the settlement transactions.



8. RIGHTS AND OBLIGATIONS OF THE PARTIES

8.1. The Administration undertakes to:

- 8.1.1. Provide Services in a high-quality manner, in compliance with the terms and conditions set forth in this Agreement, the Terms of Use of the Website/Application, and the applicable laws of Ukraine.
- 8.1.2. Collect and store sufficient and necessary information from the Consultant in accordance with the terms of the Privacy Policy.
- 8.1.3. To guarantee the transfer of funds to the Consultant as payment for the order fulfilled by them, provided that the Consultant has properly performed their work, delivered the required result within the established time frame, and complied with the provisions of this Agreement, applicable law, etc.
- 8.1.4. Provide prompt and direct support in resolving disputes, misunderstandings regarding the quality of the Consultant's Services, technical issues, rules of use and other issues that may arise as a result of cooperation between the Administration and the Consultant;
- 8.1.5. The Administration may have other obligations established by this Agreement.

8.2. The Administration has the right:

- 8.2.1. Make changes to this Agreement on its own.
- 8.2.2. Set the cost of Services, rates, and other terms for providing them on its own.
- 8.2.3. Give discounts on its Services from 1% to 100% at its own discretion.
- 8.2.4. Determine, subject to the requirements of the law, the amount of information that constitutes a trade secret or is confidential, and require the Consultant not to disclose such information.
- 8.2.5. Disclose any information, if necessary, in accordance with the current legislation of Ukraine, at the request of authorized state bodies or for the protection of the Administration and the Consultant, if this does not contradict the relevant constitutional rights and freedoms of citizens and the current legislation of Ukraine.
- 8.2.6. In case of violation by the Consultant of the terms of this Agreement (together with its integral parts), the Administration shall have the right to suspend or refuse to provide the Service to the Consultant. In this case, the Administration shall not be liable for any losses that may be caused by the Consultant's actions.
- 8.2.7. To suspend the provision of Services in whole or in part if it is impossible to provide the Services due to technical or other objective reasons.
- 8.2.8. To terminate the Agreement in accordance with the procedure and on the terms specified in this Agreement.
- 8.2.9. Prohibit or restrict access to the Website/Application to the Consultant who has not notified in writing or orally of the fact of the Client's proposal to communicate directly with the Consultant without the participation of the Administration.
- 8.2.10. Prohibit or restrict access to the Website/Application to the Consultant in case of detection or suspicion of illegal actions, as well as actions that contradict the terms of this Agreement (together with its integral parts).
- 8.2.11. The Administration has other rights provided for in this Agreement.

8.3. When using the Website/Application, the Consultant has the right to:



8.3.1. Use all available functions of the Administration Service in accordance with the requirements set forth in this Agreement.

8.3.2. Independently decide on certain actions or inaction on the Website/Application.

8.3.3. Read the information posted on the Website/Application in any of the available sections.

8.3.4. Use the posted information when performing actions on the Website/Application.

8.3.5. Respond to relevant questions from Clients of the Website/Application in the "Current" section.

8.3.6. Submit for publication professional articles/video articles/case studies on the topics suggested by the Administration for a fee set by the Administration.

8.3.7. Be informed in a timely manner of significant changes in the activities of the Administration's Service that may affect the fulfilment of orders, responses to Client questions and the posting of professional articles/video articles/case descriptions on the Administration's Website/Application.

8.3.8. Perform other actions on the Website/Application. The list of such actions depends on the current version of the Website/Application update.

8.3.9. The Consultant may have other rights established by this Agreement.

8.4. When using the Website/Application, the Consultant shall:

8.4.1. Use all available functions of the Website/Application without violating applicable law and the requirements of this Agreement.

8.4.2. Not to exchange contact information (mobile phone number, email address, disclosure of surnames, company names, etc.) that would enable identification of the individual without the consent of the Administration.

8.4.3. When registering on the Website/Application, provide only accurate and truthful information about yourself and your contact details.

8.4.4. After registering on the Website/Application, creating a Personal Account and verification by the Administration, attach the details of a personal active bank account for the purpose of carrying out the necessary settlement transactions.

8.4.5. Not to disclose any information that is confidential/commercial secret of the Administration and became known to the Consultant as a result of interaction with the Administration.

8.4.6. To immediately notify the Administration of any changes in their details, circumstances and facts that are important for the provision of Services under this Agreement.

8.4.7. Personally be responsible for their actions, including actions aimed at the performance of this Agreement.

8.4.8. Adhere to ethical standards in communication with the Administration, Clients and other parties involved in the operation of the Website/Application.

8.4.9. Provide accurate information to the Website/Application Clients in the "News" section.

8.4.10. Fulfill Client orders in the "Services" section, adhering to the established deadlines, the established order of order fulfillment, and other conditions.



- 8.4.11. In response to a question posted by a Client in the "News" section, offer a service in the text response field that corresponds to the Client's request.
- 8.4.12. Notify the Administration in advance of the inability to perform the Consultant's Services assigned to the Consultant on time or in accordance with other requirements.
- 8.4.13. Comply with the requirements established for writing and posting professional articles/video articles/case descriptions on the Administration's Website/Application.
- 8.4.14. Comply with intellectual property laws regarding the use of media files posted on the Website/Application.
- 8.4.15. Not to exchange their contact details when communicating with the Client.
- 8.4.16. Not to communicate directly with the Client without the participation of the Administration.
- 8.4.17. In case of timely notification of the Administration (within 24 hours) in writing or orally about the fact of the Client's proposal to communicate directly with the Client, as well as subject to the provision of relevant evidence together with such notification (audio recording of the conversation, screenshots of correspondence, electronic or other documents, etc.), receive monetary compensation in the amount of 1,000 (one thousand) US dollars, in hryvnia equivalent, according to the official exchange rate of the National Bank of Ukraine at the time of settlement.
- 8.4.18. The Consultant may have other rights established by this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Website/Application, any of its components, including program code, design elements, text, graphic images, videos and other intellectual property objects are the exclusive property of the Administration.
- 9.2. This Agreement does not grant any rights or permissions to the Consultant to use the Website/Application in any way other than as provided by the functional capabilities (functionality) of the Website/Application.
- 9.3. The Website/Application is provided to the Consultant for use on an "as is" basis. The Administration does not guarantee the uninterrupted operation of the Website/Application services, the timeliness and accuracy of their operation for the purpose of confirming any facts, as well as the compliance of the Website/Application services with the Consultant's objectives.
- 9.4. When using the Website/Application, the Consultant may post information and intellectual property objects (hereinafter referred to as Content). In doing so, when posting Content, the Consultant guarantees that they are the rightful owner of such Content or property rights thereto and/or have obtained all necessary permissions from third parties to post such Content. In the event of claims against the Administration, the Consultant shall be obliged to settle such claims independently and at its own expense or to compensate the Administration for losses incurred by the latter in connection with the unlawful posting of Content by the Consultant on the Website/Application.



9.5. The Administration shall not take any action and shall not be liable for the accuracy, reliability and legality of the Content posted on the Website/Application. The Administration does not check the Content posted by the Consultant and/or lawfully reproduced from other sources, including the Internet, provided that there is a link to the source of such Content, and is not responsible for its accuracy and legality.

9.6. When using the Website/Application, the Consultant shall not store, post, transmit or otherwise distribute any information and/or intellectual property that may infringe the rights of third parties, including the right to protect personal data.

9.7. If the Consultant discovers information and/or intellectual property rights whose use is restricted or whose rights belong to third parties, the Consultant is obliged to contact the Administration and report the violation, indicating the Internet address of the information and/or intellectual property rights which, in the opinion of the Consultant, violate the rights of third parties, and to inform the nature of such violation.

9.8. Procedure for writing and posting professional articles/video articles/case descriptions on the Administration's Website/Application:

9.8.1. In accordance with clause 8.3.6 of the Agreement, the Consultant shall be entitled to write and submit professional articles/video articles/case descriptions for publication on the Website/Application by the Administration for a fixed fee.

9.8.2. Separate lists of established requirements for writing articles/case descriptions/recording video articles by the Consultant shall be posted on the Website/Application in the Consultant's Personal Account.

9.8.3. The final decision on the placement of the Consultant's professional article/video article/case description on the Website/Application shall be made by the Administration.

9.8.4. The Administration has the right to:

- familiarise themselves with the text of the professional article/case description, video recording of the Consultant;
- check the professional article/case description, video recording of the Consultant for the uniqueness of the text and video content using special tools;
- decide whether to publish the Consultant's professional article/video article/case description on the Website/Application;
- decide to refuse to publish the Consultant's professional article/video article/case description on the Website/Application in case of non-compliance with the established requirements or violation of the terms of the Agreement;
- notify the Consultant of any violations or errors found in order to eliminate them and re-check the professional article/video article/case description.

9.8.5. The list of topics for writing and posting a professional article/video article/case description of the Consultant is pre-determined by the Administration and presented in the form of keywords in accordance with the proposed topics of the professional article/video article/case description.

9.8.6. Based on the results of the publication of the Consultant's professional article/video article/case description by the Administration on the



Website/Application, funds are automatically credited to the balance shown in the Consultant's Personal Account in the specified amount.

9.8.7. Payment for the publication of the Consultant's professional article/video article/case description on the Website/Application shall be made to the Consultant only in the event of the publication of a specific professional article/video article/case description and cannot be made in any other manner.

9.8.8. The amount of payment to the Consultant for a professional article/case description written by him/her, a video article recorded and posted on the Website/Application is fixed and the same for all Consultants and does not depend on the volume or other indicators of such professional article/video article/case description.

9.8.9. The amount of payment to the Consultant for the professional article/case description written by him/her, recorded video article and posted on the Website/Application is determined by the Administration.

9.8.10. Before writing a professional article/video article/case description, the Consultant has the right to choose a topic from those offered on the Website/Application among:

- categories of posted services;
- subcategories of posted services;
- posted services.

9.8.11. When writing a professional article/video article/case description, the Consultant is obliged to attach, in addition to the text part of the professional article/video article/case description, images that appropriately reflect the content of such professional article/video article/case description.

10. RESPONSIBILITY OF THE PARTIES AND DISPUTE RESOLUTION

10.1. For violation of the terms of this Agreement, the Parties shall be liable under this Agreement in accordance with the requirements of the current legislation of Ukraine and this Agreement.

10.2. In case of violation of the terms of this Agreement, the Party that committed such violation shall be obliged to compensate the other Party for all losses caused by such violation.

10.3. The liability of the Parties provided for in this Agreement shall arise in the event of a breach of the provisions of the Agreement and shall be determined by the provisions of the Agreement and the legislation of Ukraine in force at the time of the breach of the Agreement.

10.4. The decision to apply the provisions of Section 10 of the Agreement regarding Consultants shall be made by the Administration unilaterally.

10.5. For violation of the provisions of the Agreement by the Consultant, the Administration may apply the following measures of liability:

10.5.1. warning;

10.5.2. full or partial restriction of access to the Website/Application.



10.5.3. imposition of a fine in the amount of 20,000 (twenty thousand) US dollars (in hryvnia equivalent at the average selling rate in exchange offices in Kyiv as of the date of settlement, determined according to the data of the Ministry of Finance website at the link: <https://minfin.com.ua/ua/currency/auction/exchanger/usd/buy/kyiv/>) for the established fact of violation of the terms of this Agreement in terms of direct communication with the Client without involving the Administration.

10.5.4. recovery of the amount of lost profits of the Administration caused by the Consultant's violation of the terms of this Agreement. The amount of lost profits shall be calculated separately for each case of violation of the terms of this Agreement.

10.6. When using the Website/Application, the Consultant is prohibited from taking any actions that violate or may result in violation of the laws of Ukraine or the laws of another country in which the Consultant is located, as well as the relevant norms of international law.

10.7. The Consultant acknowledges that the use of the Services may result in an obligation to pay for services received as a result of using the Website/Application.

10.8. The information posted on the Website/Application must not contain:

- restricting the rights of minorities;
- impersonating another person or representative of an organisation and/or community without sufficient rights to do so, including employees and owners of the Administration, as well as misleading others about the properties and characteristics of any subjects or objects;
- materials that the Consultant is not entitled to make available in accordance with the law or under any contractual relationship;
- materials that violate any patent, trademark, trade secret, copyright or other proprietary rights and/or copyright and related rights of a third party;
- intrusive advertising, uncontrolled correspondence "spam", invitations to participate in financial services or impose services in any other way;
- materials containing computer code designed to interrupt, destroy or limit the functionality of any computer or telecommunications equipment or software for the purpose of unauthorised access, as well as serial numbers for commercial software products, logins, passwords and other means of obtaining unauthorised access to paid resources on the Internet;
- advertising of narcotic drugs;
- messages to anyone containing rude and offensive expressions and suggestions;
- messages containing pornographic material.

10.9. If the Administration suffers any losses related to the posting of information by the Consultant on the Website/Application, the person who posted such information shall be obliged to compensate the Administration for the losses in full. The measures of liability provided for in clause 10.5 of this Section may be applied to such a person.

10.10. Any materials obtained by the Consultant using the Website/Application shall be used by the Consultant at their own risk. The Consultant shall be solely responsible



for any damage that may be caused to the computer and/or data as a result of downloading and using the Website/Application.

10.11. The Administration shall not be liable for any damage to life and health, any direct and/or indirect losses, material and/or non-material damage, obligations or losses incurred as a result of the use or non-use by the Consultant of the information posted on the Website/Application, as well as when using the Administration's Services, and which may be caused by incomplete or untimely provision of information services on the Website/Application; the inability to access or use the Services; failure to provide or improper provision of the Services to the Consultant by any third parties; any actions or inaction of such third parties; the presence or absence of any powers, permits, licences, approvals of third parties, the presence or absence of special legal status of such persons, etc.; unauthorised distribution, modification or destruction of the Consultant's information as a result of any use of the Website/Application.

10.12. The Administration does not guarantee continuous or unconditional access to the Services provided on the Website/Application. The functioning of the Website/Application may be disrupted by force majeure and other factors beyond the control of the Administration.

10.13. The Administration is always ready to take into account the wishes and suggestions of any Consultant of the Website/Application regarding their work.

10.14. All disputes arising from the performance of this Agreement shall be settled by the Parties through negotiations. If no agreement is reached, the dispute shall be referred to the court in accordance with the established rules of jurisdiction and venue in accordance with the requirements of the current legislation of Ukraine.

10.15. Damages caused to one Party by the other as a result of a violation of the law shall be compensated in full in the cases provided for in this Agreement.

11. FORCE MAJEURE

11.1. In the event of force majeure circumstances (war (declared/undeclared), revolutions, terrorist acts, fires, natural disasters, boycotts, strikes, acts of state authorities regardless of their legality or illegality, emergency failures in the communication system and/or power supply, hacker (including DoS) attacks, etc.) directly preventing the fulfilment of obligations, the terms of such obligations shall be suspended for the duration of the force majeure circumstances.

11.2. Suspension of the performance of the terms of this Agreement means that the Administration shall suspend the provision of the Services provided for in the Agreement, and the Consultant shall not make further payments for the Services that have not been provided, without negative consequences, penalties or liability for either Party.

11.3. The Parties shall notify each other of the occurrence and termination of force majeure circumstances by providing documents confirming this within five days from the date of their occurrence. Failure to notify in a timely manner shall deprive



the Party of the right to refer to any of the above circumstances as a ground for exemption from liability for failure to perform its obligations.

11.4. The document confirming the existence of force majeure circumstances shall be a Certificate of Force Majeure issued by the Ukrainian Chamber of Commerce and Industry or a regional chamber of commerce and industry or another official document issued by an authorised body or organisation of the state where the force majeure occurred.

12. CONFIDENTIALITY

12.1. Neither Party shall have the right, without the prior written (electronic) consent of the other Party, to use outside the scope of this Agreement or disclose to third parties any information containing confidential information (including trade secrets) that has become known to such Party in connection with the conclusion or accidentally during the implementation of this Agreement.

12.2. By signing this Agreement, the Consultant agrees that clause 12.1 does not apply to information provided to the Client for the provision of the Consultant's Services, as well as to information provided by the Consultant to an authorised person of the Administration for filling in the details of the Additional Agreement. Information transferred in such cases shall be provided by the Consultant voluntarily, with his consent, in order to ensure the proper performance of this Agreement and shall not constitute a breach of the confidentiality provisions of this Agreement.

12.3. Confidential information includes, in particular:

- personal data of the Consultant, including identification, contact, payment and other information, except for that which is freely available;
- personal data of employees or persons involved in the Administration, if such data became known to the Consultant during the provision of the Consultant's Services;
- documents and materials provided by the Consultant or received through the Website/Application within the scope of using the Administration's Services;
- the content of consultations, appeals, legal requests and communications with the Client;
- other information directly or indirectly related to internal processes, procedures, technical or organisational features of the Administration's activities;
- any other information that may be considered confidential under this Agreement and applicable law, or classified as confidential by the Administration (hereinafter referred to as "Confidential Information").

12.4. The provisions of this Section shall not apply in cases where:

- (i) Confidential Information is in the public domain or has entered the public domain without breach of this Agreement or other confidentiality obligations on the part of the Administration;
- (ii) The Administration is required to disclose Confidential Information in accordance with applicable law or a court decision.

12.5. The provisions of this Section shall remain in force during the term of this Agreement and for 3 (three) years after its termination.



12.6. For violation of confidentiality obligations, the guilty Party shall be liable in accordance with the applicable laws of Ukraine and/or the applicable laws of the Client's country of residence (if the Services are provided in the territory of such country), and/or at the place where the Consultant provides the Consultant's Services, and/or under the law of the country of registration of the Consultant, including compensation for actual losses and lost profits, as well as the application of other measures of civil, administrative or criminal liability provided by law.

13. OTHER TERMS AND CONDITIONS

13.1. This Agreement is indefinite and shall remain in force until the Parties have fulfilled all their obligations or until early termination in accordance with the terms of this Agreement.

13.2. The Consultant has the right to terminate the Agreement unilaterally by sending a corresponding letter to the Administration's email address: support@consultant.net.ua.

13.3. The Administration has the right to terminate the Agreement unilaterally by closing the Consultant's access to the Administration's Service (Website/Application).

13.4. In case of termination of the Agreement by the Administration, the latter has the right to notify the Consultant of the fact of termination by sending a corresponding letter to the Consultant's email address or by any other means, including notification on the Website/Application.

13.5. Termination of the Agreement shall terminate the legal relationship between the Parties under this Agreement, but shall not deprive the Party of the right to protect its violated rights under this Agreement.

13.6. This Agreement shall be governed by and construed in accordance with the laws of Ukraine. Issues not covered by this Agreement shall be resolved in accordance with the applicable laws of Ukraine. All possible disputes arising from the relations governed by this Agreement shall be resolved in accordance with the procedure established by the applicable laws of Ukraine at the location of the Administration.

13.7. All legal relations arising from this Agreement or related to it, including those related to the validity, conclusion, execution, amendment and termination of this Agreement, its part, interpretation of the terms of the Agreement, determination of the consequences of invalidity or violation of the Agreement, shall be governed by this Agreement and the relevant provisions of the current legislation of Ukraine, as well as the customs of business practice applicable to such legal relations based on the principles of good faith, reasonableness and fairness.

13.8. Considering the free use of and access to the Administration's Service, the consumer protection rules provided for by the legislation of Ukraine cannot be applied to the relations between the Consultant and the Administration.

13.9. Nothing in the Agreement shall be construed as establishing between the Consultant on the one hand and the Administration on the other hand, a partnership, joint activity, employment or any other relationship not expressly provided for in this Agreement.



13.10. If, for any reason, one or more provisions of this Agreement are found to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of the Agreement.

13.11. Inaction on the part of the Administration in the event of a breach of the provisions of the Agreement by the Consultant shall not deprive the Administration of the right to take appropriate action to protect its interests at a later date, nor shall it constitute a waiver by the Administration of its rights in the event of similar or similar breaches in the future.

13.12. This Agreement is drawn up in Ukrainian, but is also provided to the Consultant in English for reference. In case of any discrepancies between the terms of this document in Ukrainian and its translation into English, the Ukrainian version shall prevail.

13.13. Upon conclusion of this Agreement, all previous negotiations, correspondence, preliminary agreements, memoranda of intent and any other oral or written agreements between the Parties on matters relating in any way to this Agreement shall cease to have legal effect, but may be taken into account in interpreting the terms of this Agreement.

13.14. The Administration has the right to unilaterally amend this Agreement by publishing the amendments to the Agreement on the Administration's Website/Application. Amendments to the Agreement shall take effect from the date of their publication on the Administration's Website/Application, unless another date of entry into force is specified when they are published. The Consultant confirms their agreement with the terms of the Agreement in the version valid at the time of conclusion of the Agreement.

13.15. By entering into this Agreement, the Parties agree that they oppose any form of discrimination and will make every effort to prevent discrimination based on age, gender, sexual orientation, gender identity, gender expression, race, ethnic or national origin, religious beliefs, physical characteristics, property status or any other characteristics.

13.16. By entering into this Agreement, the Consultant confirms that they are fully familiar with and agree to its terms and conditions, and also gives permission for the processing of their personal data for the purpose of fulfilling the terms of this Agreement, in the manner provided therein. The consent to the processing of personal data shall be valid for the entire duration of the Agreement. The Consultant gives his/her unconditional consent to the storage and processing, including automated processing, of any information relating to the Consultant's personal data for the purposes related to the performance of this Agreement and the consequences of its performance or non-performance. The Consultant grants the Administration his consent to the processing of all his personal data without limitation of the terms of storage and processing of personal data.

13.17. By entering into this Agreement, the Consultant confirms that he/she has been informed and familiarised with the content of the Law of Ukraine "On Personal Data Protection", the purposes of data collection, and that his/her personal data will be transferred to the LEGAL MARKETPLACE CONSULTANT LLC for the purpose of



fulfilling the terms of this Agreement. The Consultant also agrees that LEGAL MARKETPLACE CONSULTANT LLC has the right to provide access and transfer his/her personal data to third parties without any additional notification to the Consultant in cases provided for by law, without changing the purpose of personal data processing. The scope of the Consultant's rights as a subject of personal data in accordance with the Law of Ukraine "On the Protection of Personal Data" is known and understood by him.

14. ADMINISTRATION DETAILS

"Administration"

LEGAL MARKETPLACE CONSULTANT LLC

represented by Director Andriy Anatoliyovych Prykhodko

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