

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

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

LEGAL MARKETPLACE CONSULTANT LLC (hereinafter referred to as – LM CONSULTANT LLC), registration code: 44273616, represented by the Director Andrii Anatoliiovych Prykhodko, offers to carefully read the text of the PUBLIC OFFER on providing access to the Website/Application to the Client. If the Client 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 shall have the right to refuse the Services in accordance with the procedure set forth in this Agreement, and shall also be obliged to stop using the Website and/or the Consultant Application (hereinafter referred to as the Application).

LM CONSULTANT LLC does not provide legal, accounting or any other consulting services, but acts solely as a technical service that provides Clients with access to services provided by independent Consultants through the Website/Application.

The information provided by the Client to LM CONSULTANT LLC in accordance with the terms of this Agreement in order to gain access to the Website/Application is not a legal privilege and is not protected as such.

1. GENERAL PROVISIONS AND DEFINITIONS OF TERMS

- 1.1. The Public Offer on providing access to the Website/Application to the Client is an agreement between the Client 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 are the same for all Clients regardless of their status without giving preference to one Client over another. The person who accepts the offer (public offer) to enter into the Agreement (accepts) shall become the Client 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 relationship between the Client of the Website and/or the Application.
- 1.4. This Agreement is a contract of adhesion within the meaning of Article 634 of the Civil Code of Ukraine, its terms are determined by the Administration and may be accepted by the Client only by joining the proposed Agreement as a whole.
- 1.5. Accession to the Agreement shall be deemed to be the Client's registration on the Website/Application and/or signing of the Additional agreement and/or payment of the tariffs on the Website/Application set by the Administration by means of a bank



transfer to the Administration's account or in another form agreed in writing with the Administration, including by electronic means of communication.

1.6. The Agreement shall be deemed concluded from the moment the Client agrees to the terms of the Public Offer or signs the Additional agreement.

1.7. The Client's performance of the actions provided for in Clause 1.5 hereof shall be deemed to be the Client's acceptance of the offer to enter into the Agreement (acceptance), and shall also confirm the fact of the Client's full and unconditional acceptance 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 offer (public offer), the Client agrees to all the terms and conditions of this Agreement and confirms that he/she has the necessary civil capacity, that joining this Agreement is in accordance with his/her internal will, that the terms and conditions of the Agreement are clear and do not require additional clarification or interpretation.

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

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

1.9. The Agreement, including all amendments and additions, shall be posted for public information on the Website/Application. By using the Website/Application, the Client automatically agrees to amend the Agreement without obtaining any special confirmation from the Client.

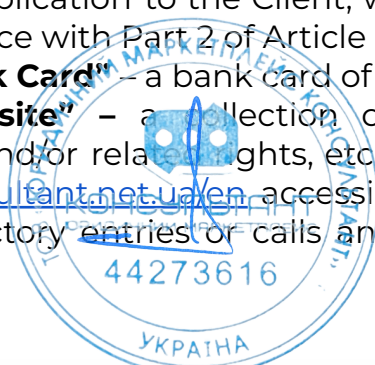
1.10. In this Agreement, unless the context requires otherwise, the terms are used in the following meanings:

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 Charter, as well as other persons duly authorised to manage the Website/Application and provide services to Clients, who organise and process personal data, as well as determine the purposes of processing personal data, the composition of personal data to be processed, actions or operations performed with personal data.

1.10.2. **"Acceptance"** – full, unconditional and unconditional acceptance by the Client of the terms and conditions set forth in the Public offer on providing access to the Website/Application to the Client, without any exceptions, restrictions and 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 International Payment System MasterCard, Visa.

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 Client and the Administration concluded for the purpose of obtaining the Consultant's Services by the Client without undergoing the registration procedure on the Website/Application, which defines the specific Consultant's Services to be provided to the Client. The Additional agreement may be concluded at the initiative of the Client who has already registered on the Website/Application.

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

1.10.7. **"Consultant Application"** (hereinafter referred to as the "Application") – software installed on smartphones with the following operating systems, through which 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, get acquainted with free consultations in text and video formats, order paid individual consultations and services, subscribe to subscriptions, use available The Consultant shall have the opportunity to access the relevant data and functionality of the Application provided by the Administration during the term of this Agreement, in particular: to provide the Consultant Services, subscribe to 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>

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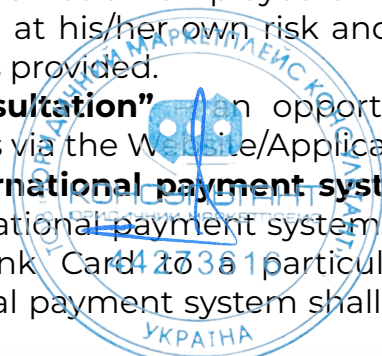
<https://play.google.com/store/apps/details?id=ua.net.consultant&pli=1>

1.10.8. **"Client"** – an individual with full civil capacity, an individual entrepreneur, a legal entity that has accepted the Public offer on providing access to the Website/Application to the Client, agrees to the terms and conditions set forth in this Agreement, the Privacy Policy, the Terms of Use of the Website/Application and wishes to use the Services offered by the Website and/or the Application.

1.10.9. **"Consultant"** – an individual with full civil capacity, an individual entrepreneur, a legal entity that has been duly verified by the Administration for the right to provide the relevant Consultant's Services (including: certification/permission/licensing or other document, if any, required for the provision of Consultant's Services) and provides 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 his/her own behalf, at his/her own risk and is solely responsible for the quality and legality of the services provided.

1.10.10. **"Consultation"** – an opportunity to receive an online consultation from the 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"** – the terms of collection, processing, storage, use of confidential information on the Website/Application. The Privacy Policy explains how and for what purpose the Administration uses the Client's personal data received by the Administration in connection with the use of the Website/Application and the provision of the Legal Marketplace Services and is available for review by the link: <https://consultant.net.ua/en/legal/privacy-policy>.

1.10.15. **"Consultant's Services"** – services placed on the Website/Application or in the Additional Agreement and provided by the Consultant, in particular, but not exclusively: consultations, both oral and written, drafting documents: reports, complaints, claims, responses, complaints, appeals, attorney's requests, explanations, appeals, cassation appeals, various agreements, etc.

The Consultant's Services shall be provided by the Consultant after registration on the Website/Application of the Administration and/or by concluding the Supplemental Agreement on the terms and conditions specified herein, Terms of Use of the Website/Application, and the Privacy Policy. The Client can get acquainted with the Consultant's Services on the Website/Application, and order and receive the Consultant's Service on the terms and conditions specified in this Agreement, the Website/Application Terms of Use, and the Privacy Policy.

1.10.16. **"Consultant Legal Marketplace Services"** – services in the form of access to the functions or services of the Administration's Website/Application, including registration of tariffs on the Website/Application (hereinafter referred to as the Administration's Service), provided by the Administration to the Client who has accepted the terms and conditions 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. The Acceptance of the Public Offer shall mean that the Client performs the actions specified in Clause 1.5 hereof, which shall result in the conclusion of this Agreement.



SUBJECT OF THE AGREEMENT



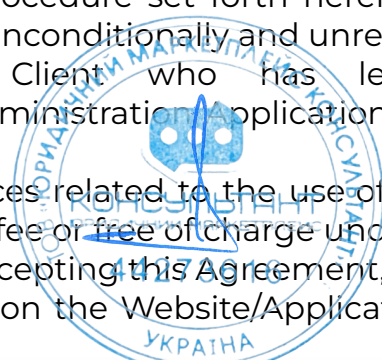
- 2.1. Under the terms and conditions and in the manner prescribed by this Agreement, the Administration shall provide the Client with the Services, and the Client shall accept and, in the cases provided for by this Agreement, pay the Administration the remuneration for the Services provided, via the 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 on the Consultant's contact details on the Administration Service.
- 2.3. The Administration shall provide Services that allow the Client to register on the Website/Application on the terms and conditions set forth in this Agreement.

3. CLIENT REGISTRATION ON THE WEBSITE/APPLICATION

- 3.1. In order to use the Administration Service, the Client shall register on the Website/Application, as a result of which a unique account shall be created for the Client, which shall provide access to the Administration Service.
- 3.2. When registering, the Client is obliged to provide accurate information about himself/herself to fill in the relevant registration form.
- 3.3. The Client registration procedure shall be carried out in accordance with the Website/Application Terms of Use, which are an integral part of this Agreement.
- 3.4. After registering a Client on the Website/Application, the latter shall be entitled to receive the Consultant's Services.
- 3.5. The Client's accession to the Website/Application shall be based on his/her will and means his/her automatic consent to the processing of personal data.
- 3.6. After successful registration of the Client on the Website/Application, creation of his/her Personal Account for receiving the Consultant's Services, the latter has the right to connect a bank card from which payments for the Consultant's Services will be made. Connecting a bank card shall not deprive the Client of the right to pay for the Consultant's Services and/or Services by other methods, subject to the provisions of this Agreement and the Website/Application Terms of Use.

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

- 4.1. The Client accepts the Public Offer by registering on the Website/Administration's Application and/or concluding the Additional Agreement and/or paying for the relevant package of Services posted on the Website/Administration's Application in accordance with the procedure set forth herein. From this moment on, it is considered that the Client has unconditionally and unreservedly accepted the terms of this Agreement.
- 4.1.1. The Client who has left his/her mobile phone number on the Website/Administration's Application shall also be deemed to have accepted this Public Offer.
- 4.2.1. Services related to the use of the Administration Service may be provided to the Client for a fee or free of charge under the terms and conditions specified herein.
- 4.2. By accepting this Agreement, making payments under this Agreement, as well as registering on the Website/Application, the Client confirms that he/she is an individual



with sufficient civil capacity acting on his/her own behalf or authorised by another person to perform such actions, or legally on behalf of a legal entity.

4.3. After accepting the Public Offer, the Client shall have 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 the Website/Application is not intended to contain confidential information, information with restricted access, information belonging to third parties, for which the appropriate permits and authorities have not been obtained.

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

4.6. The provision of the Consultant's Consultant Services to the Client shall be 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 otherwise facilitated the conclusion of such agreements, subject to clause 4.7 hereof.

4.7. The Administration shall not be liable for obligations arising from agreements concluded between the Client and the Consultant, and the Administration shall not be liable to the Client for 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.

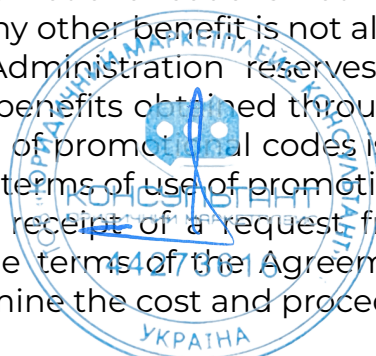
4.8. By creating an account on the Website/Application, the Client agrees to receive text messages (SMS) and/or e-mails to E-mail, which is an integral part of the process of using the Services. The Client acknowledges that refusal to receive SMS and/or e-mails to E-mail shall be grounds for deletion of the account and deprivation of the opportunity to use the Administration's Services.

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

4.10. The Client agrees that promotional codes may not be copied, sold, transferred or published without the consent of the Administration; promotional codes may be invalidated or cancelled by the Administration at any time and for any reason; promotional codes may be used only in accordance with certain conditions set for such promotional codes; promotional codes are not subject to exchange or refund, in case of loss, the promotional code is not restored; replacement of the promotional code with money or any other benefit is not allowed.

4.11. The Administration reserves the right to cancel or revoke credits and other features or benefits obtained through promotional codes if it concludes that the use or redemption of promotional codes is carried out in a false, dishonest or illegal manner or violates the terms of use of promotional codes or the terms of this Agreement.

4.12. Upon receipt of a request from the Client, the Administration shall notify the Client of the terms of the Agreement, obtain consent to the processing of personal data, determine the cost and procedure for payment for the Services by the Client.



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

5.1. The procedure for the Consultation order execution by the Consultant:

5.1.1. The fee for fulfilling the Client's order for a brief written consultation shall be paid to the Consultant's assigned current account.

5.1.2. On the Website/Application, the Client may independently determine the cost of his/her order for a brief written consultation within the amount set by the Administration.

5.1.3. The Client may mark the Consultant's answer as the best in case several Consultants provide the answer.

5.2. The order execution procedure in the Consultant's Services section:

5.2.1. Fulfilment of the order by the Consultant is possible subject to the additional signing of a direct agreement between the Consultant and the Client of the Website/Application (e.g., the Service Agreement, the Legal Assistance Agreement, etc.).

5.2.2. All orders in the "Services" section shall be executed in a step-by-step manner, i.e. according to the order of actions determined by the Consultant and controlled by the Administration.

5.2.3. The cost of payment for the Consultant's work for the execution of the order, as well as the cost of the Consultant's Services for the Client, shall be set by the Administration and posted on the Website/Application or in the Additional Agreement.

5.2.4. Payment for the order execution in the Consultant's Services section shall be made to a Consultant upon completion of a particular stage of the order.

5.2.5. The stage of order execution in the Services section is considered completed when the Consultant has attached a document corresponding to the result of a particular stage in the corresponding field of the service execution in the Personal Area, and the Client, in turn, has confirmed the receipt of the document of proper quality.

5.2.6. In order to execute any order placed on the Website/Application, the Client shall confirm in the Client's Personal Account the execution of such order by a specific performer, i.e. the Consultant.

5.2.7. Upon completion of a stage of the Consultant's Service by the Consultant, after attaching a document in the Consultant's Personal Account that is considered final for this stage, the Client may confirm or reject acceptance of such result.

5.2.8. In case a document uploaded by a Consultant to the Consultant's Personal Cabinet is rejected by a Client in the Client's Personal Cabinet, the Administration shall be responsible for resolving such dispute, establishing the reasons for the Client's decision and settling such dispute.

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

5.2.10. Disputes related to the quality of the Consultant's performance of the Consultant's Services between the Client and the Consultant may be resolved only with



the participation of the Administration in the prescribed form and on the specified platform (messenger).

5.3. Terms of early 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:

- impossibility of further execution of the order due to the peculiarities of the legislative regulation of the execution of a particular order.
- impossibility of further order execution for family or other valid reasons of a Consultant.
- the Consultant's refusal to continue the order execution, provided that the Administration is timely notified of such decision, but not more than once a month.
- in other circumstances, the final decision on which is made by the Administration.

5.3.3. At the initiative of the Client, early termination of the order from the "Services" section is possible in the event of:

- impossibility of further execution of the order due to the specifics of the legislative regulation of the execution of a particular order.
- the Client's inability to pay for the start of the next stage of the order when the previous stage has been successfully completed.
- irrelevance of the order execution for the Client, provided that the last paid stage is not compensated by the Client if such stage has not yet been completed.
- in other circumstances, the final decision on which is made by the Administration.

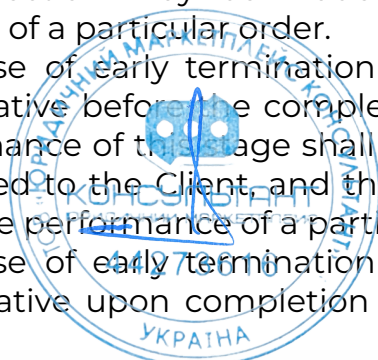
5.3.4. At the initiative of the Administration, early termination of the order from the "Services" section is possible in the event of:

- impossibility of further execution of the order due to the peculiarities of legislative regulation of the execution of a particular order.
- detection of significant violations of the Agreement by the Consultant.
- improper performance of obligations imposed on a Consultant or a Client.
- on other grounds that make it impossible to further execute the order.
- for other reasons that threaten the security or business reputation of the Administration, the Administration Service or other parties.

5.3.5. The decision on early termination of orders execution by a Consultant from the "Services" section may be made subject to the agreement of all parties on the termination of a particular order.

5.3.6. In case of early termination of the Consultant's Service by the Consultant on his/her initiative before the completion of a particular stage of the Service, 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 shall select another Consultant to continue the performance of a particular order.

5.3.7. In case of early termination of the Consultant's Service by the Consultant on his/her initiative upon completion of a particular stage of the Service, the fee for this



stage shall be charged to the Consultant in full, when the grounds for early termination correspond to the grounds of Clause 5.3.2 of the Agreement, and the Administration undertakes to select another performer to continue the execution of a particular order.

5.3.8. In case of early termination of the Consultant's Service by the Consultant at the Client's initiative before the completion of the ordered Service stage, 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.

5.3.9. In case of early termination of the Consultant's Service by the Consultant at the Client's initiative upon completion of the ordered Service stage, the Client shall not be charged for further performance of such Service, the amount of the paid fee for the completed stages shall not be compensated, and the Consultant shall receive funds for the last stage of the Service performed by him/her.

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

5.3.11. The Administration shall retain the obligation to personally monitor the order execution by a Consultant and individually resolve issues related to early termination of the order execution by a Consultant.

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

5.4.1. From the moment the Consultant starts executing the order, the Administration guarantees the automatic creation of a chat, or in any other way established by the Administration, for the purpose of negotiations, clarification of the necessary data between the Parties to the Consultant's Services.

5.4.2. Chat participants are:

- Administration;
- Consultant;
- Client.

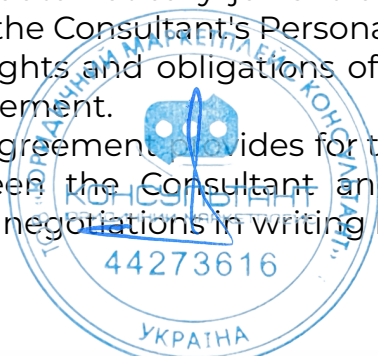
5.4.3. Chat is created with a purpose:

- clarification of the necessary data and information for the proper performance of the Consultant's Services;
- settling disputes that may arise between a Consultant and a Client;
- continuous support of the Website/Application representative regarding the Client's use of the Website/Application of the Administration;
- control over the proper provision of the Consultant's Services by the Consultant.

5.4.4. A chat is created automatically for the Client and the Administration when a Consultant automatically joins it on his/her own initiative through the corresponding function in the Consultant's Personal Area.

5.4.5. The rights and obligations of a Client as a party to a chat are all those stipulated by 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 a certain format, i.e. by conducting negotiations in writing between the parties to such a chat.



5.4.7. The chat provides for the possibility of additional clarification of the details of the Consultant's Services performance by the Consultant both by the Client and the Consultant, as well as by the Administration.

5.4.8. The Administration shall prohibit direct negotiations between a Consultant and a Client outside the established chat, where the Administration shall be one of the parties.

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

5.4.10. The Client is prohibited from exchanging contact information (mobile phone number, e-mail, disclosure of names, company names, etc.) that will allow identifying a person without the consent of the Administration. Such actions shall entitle the Administration to restrict the access of the person who performed such actions to the Website/Application.

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

6.1. The Client acknowledges that the use of the Consultant's Services may result in an obligation to pay for the Consultant's Services received as a result of using the Administration's Website/Application.

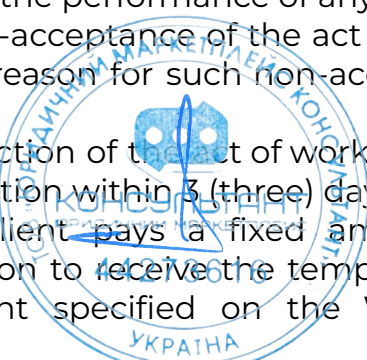
6.2. The Client pays through the Administration to the Consultant who, from the Client's point of view, has provided the most professional (acceptable) preliminary consulting service received through the Website/Application. The Administration shall retain a part of the funds paid by the Client for the use of the Website/Application. The Client agrees that the consulting service shall be deemed provided and accepted upon receipt of at least one response received to the Client's personal account via the Website/Application within 7 days from the date of the question sent.

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

6.4. The Client is obliged to accept the completed Consultant's Service. The Client agrees that such Consultant's Service shall be deemed to be performed in the following cases:

- acceptance of the act of work performed by the Client by pressing the "accept" button after the performance of any Consultant's Service;
- non-acceptance of the act of work performed by the Client, without specifying a reasoned reason for such non-acceptance within 3 (three) days (the 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).

6.5. The Client pays a fixed amount of money to the Consultant through the Administration to receive the template document. The Administration shall retain the fixed amount specified on the Website/Application until the Client receives the



template document. The Client agrees that the Consultant's Service shall be deemed rendered and performed upon access to the document on the Website/Application.

6.6. In order to obtain additional consulting services and provide other Consultant Services, the Client has the opportunity to receive a paid service for providing access to the software in the form of information about the contact details of any Consultant. The cost of each such information service shall be displayed on the Website/Application and paid by the Client to the Administration at the time of receipt of the paid information service - provision of information on the contact details of any Consultant.

6.7. In case of failure to provide the Consultant's Services provided for in clauses 6.2 - 6.6 of this Agreement, the funds shall be refunded to the Client. If the Consultant's Service is not of high quality, from the Client's point of view, the latter has the right to a refund of the paid funds. The refund shall be made upon a reasoned decision of the Administration made on the basis of a written application of the Client. The Client's written application shall be considered within 3 (three) days from the date of receipt of such application. After reviewing the Client's application, the Administration shall issue a written decision on the Client's application and give reasons for the decision.

6.8. The Client agrees that after the provision of the Consultant's Services provided for in clauses 6.2 - 6.6, such Consultant's Services shall be deemed to be provided in full and there is no need to conclude and sign additional agreements, acts, invoices and other documents.

6.9. The funds paid for the service of providing access to the software provided for in clause 6.6 shall not be refunded.

6.10. The Client agrees that the payment of the above payments shall be made automatically by bank transfer or by bank transfer and does not require any additional approvals.

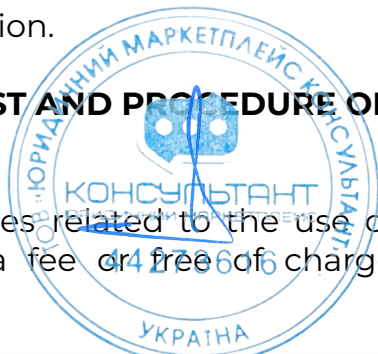
6.11. The Administration reserves the right to determine, delete and/or change the amount of payment for the Consultant's Services received through the Website/Application at its sole discretion at any time.

6.12. The Administration may, at its sole discretion, provide certain Clients with special offers and discounts that may reduce the amount of payment or exempt from payment for the Consultant's Services. Such information is posted by the Administration on the Website/Application.

6.13. The Administration shall not be liable for the legal relations arising between the Client and the Consultant after the provision of the service of providing access to the software - providing information on contact details belonging to the Consultant. The Administration shall not be responsible for direct settlements and obligations between the Client and a Consultant that have not been separately agreed with the Administration.

7. COST AND PROCEDURE OF PAYMENT FOR ADMINISTRATION SERVICES BY THE CLIENT

7.1. Services related to the use of the Website/Application may be provided to the Client for a fee or free of charge on the terms and conditions specified in this Agreement.



7.2. The Administration may set tariffs for the use of the Administration's Service for the Client, which are posted on the Website/Application.

7.2.1. The Administration may change the cost, terms and conditions of the tariffs without the Client's consent and is obliged to notify the Client of such changes.

7.3. The Client has the right to subscribe to the "VIP" subscription on the Website/Application, the cost, terms and conditions of which are set by the Administration and posted on the Website/Application.

7.3.1. The Client may subscribe to the VIP subscription only after successful registration on the Website/Application.

7.3.2. The Client may use the Website/Application and order the Consultant Services without subscribing to the VIP subscription.

7.4. The Administration determines the procedure for payment of the Administration Service tariffs and is obliged to notify the Client of this at the time of registration of the tariff.

7.5. The paid Service is considered to be the one that lasts for the time for which the payment was made in accordance with this Section.

7.6. At the request of the Client, the Service may be provided again and/or extended, subject to repeated full payment for it, taking into account clauses. 7.3 - 7.4 of this Agreement.

7.7. The Administration shall charge a fee for the use of the Administration Service from Clients in the amount determined by the Administration and effective at the time of settlement transactions.

8. RIGHTS AND OBLIGATIONS OF THE PARTIES

8.1. The administration undertakes to:

8.1.1. To provide the Services in a quality manner, in compliance with the terms and conditions set forth in this Agreement, the Terms of Use of the Website/Application and the current legislation of Ukraine.

8.1.2. Collect, store sufficient and necessary information from the Client in accordance with the terms of the Privacy Policy.

8.1.3. Provide prompt and direct support in resolving disputes, misunderstandings regarding the quality of the Consultant's Services, technical issues, terms of use and other issues that may arise as a result of cooperation between the Administration and the Client;

8.1.4. The Administration may have other obligations established by this Agreement.

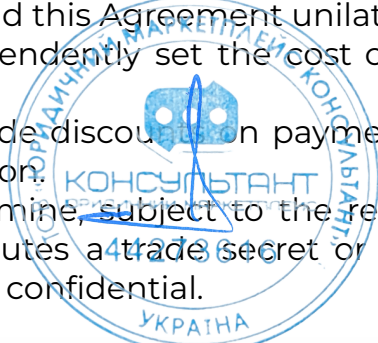
8.2. The administration has the right:

8.2.1. Amend this Agreement unilaterally.

8.2.2. Independently set the cost of the Services, tariffs and other conditions for their provision.

8.2.3. Provide discount on payment for its Services in the amount of 1 to 100% at its sole 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 Client to keep this information confidential.



8.2.5. To disclose any information, if necessary, in accordance with the current legislation of Ukraine, at the request of authorised state institutions or for the protection of the Administration and the Client, if it 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 Client of the terms of this Agreement (together with its integral parts), the Administration shall have the right to suspend the provision or not to provide the Service to the Client. In this case, the Administration shall not be liable for any damages that may be caused to the Client by such actions.

8.2.7. Suspend the provision of the Services in full or in part in case of impossibility to provide the Services due to technical or other objective reasons.

8.2.8. Terminate the Agreement in accordance with the procedure and on the terms and conditions specified in this Agreement.

8.2.9. To prohibit or restrict access to the Website/Application to the Client who has not notified in writing or verbally of the fact of the Consultant's offer to communicate directly with the Client without the Administration's participation.

8.2.10. To prohibit or restrict access to the Website/Application to the Client in case of detection or suspicion of illegal actions, as well as actions contrary to 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. The Client undertakes:

8.3.1. Accept and pay for the Services provided by the Administration in accordance with the terms of this Agreement.

8.3.2. Read this Public Offer, the Terms of Use of the Website/Application, the Privacy Policy, the COOKIE Notice and comply with their requirements.

8.3.3. Not to disclose any information that is confidential information/commercial secrets of the Administration and has become known to the Client as a result of interaction with the Administration.

8.3.4. Immediately notify the Administration of the circumstances and facts that are important for the provision of the Services under this Agreement.

8.3.5. Not to use the results of the Services provided under this Agreement for illegal purposes, as a result of which the rights and legitimate interests of third parties may be violated.

8.3.6. Do not exchange your contact information when communicating with the Consultant.

8.3.7. Not to communicate directly with the Consultant without the Administration's participation, except as provided for in Clause 6.6 hereof.

8.3.8. Within 24 hours, notify the Administration in writing or orally of the fact of the Consultant's proposal to carry out direct communication without the Administration's participation, as well as of other violations of the terms of this Agreement by the Consultant.

8.3.9. To be personally responsible for his/her actions, including actions aimed at performing this Agreement.

8.3.10. The Client may have other obligations established by this Agreement.

8.4. Client has the right to:



- 8.4.1. To request the Consultant's Services by filling in the relevant forms on the Website/Application.
- 8.4.2. Receive the Services provided by the Administration in the manner prescribed by this Agreement.
- 8.4.3. Receive complete and accurate information about the Services provided by the Administration.
- 8.4.4. To terminate the Agreement in the manner and on the terms specified in this Agreement.
- 8.4.5. To use the information posted on the Website/Application solely for personal, non-commercial purposes;
- 8.4.6. Receive additional information and additional materials about the services provided by the Administration.
- 8.4.7. In case of timely notification of the Administration (within 24 hours) in writing or orally of the fact of the Consultant's proposal to communicate directly with the Client, as well as subject to the provision of relevant evidence along with such notification (audio recording of the conversation, screenshots of correspondence, electronic or other documents, etc. USD, in UAH equivalent, according to the official exchange rate of the NBU at the time of calculation.
- 8.4.8. The Client has the right to participate in the Loyalty Programme conducted by the Administration. The terms and conditions of the Loyalty Programme are available on the Website/Application.
- 8.4.9. The Client may have other rights established by this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Website/Application, any of their components, including software code, design elements, text, graphics, videos and other intellectual property rights are the exclusive property of the Administration.
- 9.2. This Agreement does not provide for the granting of any rights or permissions to the Client to use the Website/Application in any way other than in the ways provided for by the functionality of the Website/Application.
- 9.3. The Website/Application is provided for use by the Client on an "as is" basis. The Administration does not guarantee the uninterrupted operation of the Website/Application services, timeliness and accuracy of their operation in order to confirm any facts, as well as the compliance of the Website/Application services with the Client's goals.
- 9.4. When using the Website/Application, the Client may post information and objects of intellectual property rights (hereinafter referred to as the Content). In this case, in case of posting the Content, the Client guarantees that he/she legally owns such Content or property rights thereto and/or has received all necessary permissions to post such Content from third parties. In the event of any claims of the Administration, the Client shall settle such claims at their own expense or reimburse the Administration for the losses incurred by the latter in connection with the Client's unlawful posting of the Content on the Website/Application.



9.5. The Administration does not take any action and is not responsible for the reliability of information, accuracy and legality of posting the Content on the Website/Application. The Administration does not verify the Content posted by the Client 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 Client shall not store, post, transmit or otherwise distribute any information and/or intellectual property rights that may lead to the violation of the rights of third parties, including the right to personal data protection.

9.7. In case the Client discovers information and/or intellectual property rights objects, the use of which is restricted or the rights to which belong to third parties, the Client shall contact the Administration and report the violation, indicating the Internet address of the information and/or intellectual property rights objects that, in the Client's opinion, violate the rights of third parties and report the nature of such offence.

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 has committed such violation shall be obliged to reimburse the other Party for all losses caused by such violation.

10.3. The liability of the Parties provided for herein shall be subject to 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 breach of the Agreement.

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

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

10.5.1. warning;

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

10.5.3. imposition of a fine in the amount of USD 20,000 (twenty thousand). (in UAH equivalent at the average selling rate in exchange offices in Kyiv as of the date of calculation, which is determined according to the data of the website of the Ministry of Finance at <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 Consultant without involvement of the Administration.

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

10.6. When using the Website/Application, the Client is prohibited from performing any actions that violate or may result in violation of the current legislation of Ukraine or



the legislation of another state in which the Client is located, as well as the relevant norms of international law.

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

10.8. Information posted on the Website/Application shall not contain:

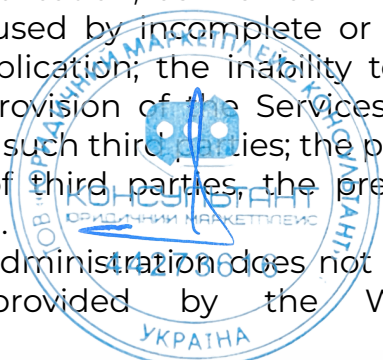
- restricting the rights of minorities;
- impersonation of another person or representative of an organisation and/or community without sufficient rights, including employees and owners of the Administration, as well as misrepresentation of the properties and characteristics of any entities or objects;
- materials that the Client is not entitled to make available by law or under any contractual relationship;
- materials that violate the rights to any patent, trade mark, trade secret, copyright or other proprietary rights and/or copyright and related rights of a third party;
- intrusive advertising, uncontrolled spam, invitations to participate in financial services or otherwise impose services;
- materials containing computer codes intended to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programmes for unauthorised access, as well as serial numbers to commercial software products, logins, passwords and other means to gain unauthorised access to paid resources on the Internet;
- advertisements for narcotic drugs;
- records addressed to anyone containing rude and offensive statements and suggestions;
- records containing pornographic material.

10.9. If the Administration incurs any losses related to the Client's posting of information on the Website/Application, the person who posted such information shall be obliged to reimburse the Administration in full. Such person may be subject to liability measures provided for in clause 10.5 of this Section.

10.10. Any materials received by the Client using the Website/Application shall be used by the Client at their own risk. The Client 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, liabilities or losses incurred as a result of the Client's use or non-use 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 Client by any third parties; any actions or inactions 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.

10.12. The Administration does not guarantee constant or unconditional access to the Services provided by the Website/Application. The functioning of the



Website/Application may be disrupted by force majeure and other factors, the prevention or overcoming of which is beyond the capabilities of the Administration.

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

10.14. The Parties shall resolve all disputes arising from the performance of the terms of this Agreement through negotiations. In case of failure to reach an agreement, the dispute shall be referred to the court in accordance with the established rules of jurisdiction and jurisdiction 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 the offence shall be reimbursed in full in the cases provided for herein.

11. FORCE MAJOR

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

11.2. Suspension of the terms of this Agreement shall mean that the Administration shall cease to provide the Services provided for by the Agreement, and the Client shall not make further payments for the Services that have not been provided, without negative consequences, penalties and liability for each of the Parties.

11.3. The Parties are obliged to notify each other of the occurrence and termination of force majeure circumstances with the provision of documents confirming this within five days from the date of their occurrence. Late notification shall deprive a Party of the right to refer to any of the above circumstances as a ground exempting it from liability for failure to fulfil its obligations.

11.4. A document confirming the existence of force majeure shall be a Certificate of Force Majeure of the Ukrainian Chamber of Commerce and Industry or a regional chamber of commerce and industry or other 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 signs of 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 Client agrees that Clause 12.1 shall not apply to the information provided to the Consultant for the purpose of receiving the Consultant's Services, as well as to the Administration's authorised person for filling in the details of the Supplemental Agreement. The information provided in such cases shall be



provided by the Client voluntarily, with his/her consent in order to ensure the proper performance of this Agreement and shall not constitute a breach of the confidentiality terms provided for herein.

12.3. Confidential information includes, in particular:

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

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

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

12.5. The provisions of this Section shall be valid for the duration of this Agreement and for 3 (three) years after its termination.

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

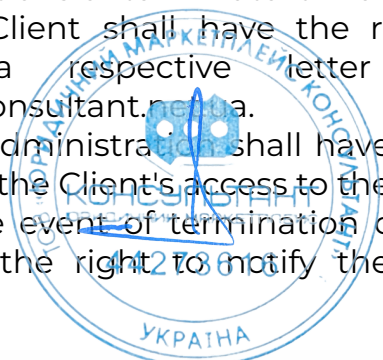
13. OTHER TERMS AND CONDITIONS

13.1. This Agreement shall be unlimited and shall be valid until the Parties fully fulfil their obligations or terminate it in accordance with the terms of this Agreement.

13.2. The Client shall have the right to terminate the Agreement unilaterally by sending a respective letter to the Administration's email address: support@consultant.net.ua.

13.3. The Administration shall have the right to terminate the Agreement unilaterally by denying the Client's access to the Administration's Service (Website/Application).

13.4. In the event of termination of the Agreement by the Administration, the latter shall have the right to notify the Client of the fact of termination by sending a



corresponding letter to the Client's e-mail, or in any other way, including by 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 regulated by this Agreement shall be resolved in accordance with the current legislation of Ukraine. All possible disputes arising out of the relations governed by this Agreement shall be resolved in accordance with the procedure established by the current legislation of Ukraine at the location of the Administration.

13.7. All legal relations arising out of or related to this Agreement, 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 breach of the Agreement, shall be governed by this Agreement and the relevant provisions of the current legislation of Ukraine, as well as the business practices applicable to such legal relations on the basis of the principles of good faith, reasonableness and fairness.

13.8. Due to the free use of and access to the Administration's Service, the rules on consumer protection provided for by the legislation of Ukraine shall not be applicable to the relations between the Client and the Administration.

13.9. Nothing in the Agreement may be understood as establishing between the Client, on the one hand, and the Administration, on the other hand, partnership relations, joint venture relations, labour relations, or any other relations not expressly provided for by this Agreement.

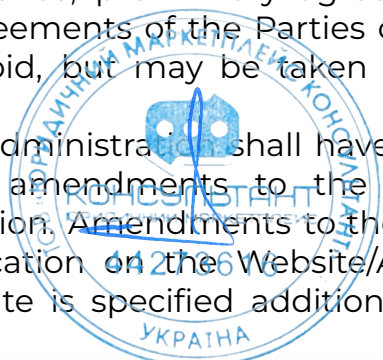
13.10. If, for any reason, one or more provisions of this Agreement are declared invalid or unenforceable, this shall not affect the validity or enforceability of other provisions of the Agreement.

13.11. Inaction on the part of the Administration in case of violation by the Client of the provisions of the Agreement shall not deprive the Administration of the right to take appropriate actions to protect its interests later, nor shall it determine the waiver of the Administration of its rights in case of further similar or similar violations.

13.12. This Agreement is drawn up in the Ukrainian language, but is also provided to the Clients in English. In the event of any discrepancy between the terms of this document in Ukrainian and its translation into English, only the Ukrainian version of the document shall be legally binding.

13.13. After the conclusion of this Agreement, all previous negotiations, correspondence, preliminary agreements, protocols of intent and any other oral or written agreements of the Parties on matters related to this Agreement shall become null and void, but may be taken into account when interpreting the terms of this Agreement.

13.14. The Administration shall have the right to unilaterally amend this Agreement by publishing amendments to the Agreement on the Website/Application of the Administration. Amendments to the Agreement shall enter into force from the date of their publication on the Website/Application of the Administration, unless another effective date is specified additionally when they are published. The Client confirms



acceptance of the terms and conditions of the Agreement in the version in force at the time of the Agreement conclusion.

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

13.16. By entering into this Agreement, the Client confirms that he/she is fully acquainted with and agrees to its terms and conditions, and also gives permission to process his/her personal data in order to fulfil the terms of this Agreement in the manner prescribed herein. The permission to process personal data is valid for the entire term of the Agreement. The Client unconditionally agrees to the storage and processing, including automated processing, of any information relating to the Client's personal data for the purpose of performing this Agreement and the consequences of its performance or non-performance. The Client gives the Administration his/her consent to the processing of all his/her personal data without limitation of the storage period and the period of personal data processing.

13.17. By entering into this Agreement, the Client confirms that he/she has been notified and acquainted with the content of the Law of Ukraine "On Personal Data Protection", the purposes of data collection, and that his/her personal data is transferred to the LEGAL MARKETPLACE CONSULTANT LLC in order to fulfil the terms of this Agreement. The Client also agrees that LEGAL MARKETPLACE CONSULTANT LLC has the right to provide access to and transfer his/her personal data to third parties without any additional notifications to the Client in cases provided for by law, without changing the purpose of processing personal data. The scope of the Client's rights as a subject of personal data in accordance with the Law of Ukraine "On Personal Data Protection" is known and understood by him/her.

14. ADMINISTRATION DETAILS

"Administration"

LEGAL MARKETPLACE CONSULTANT LLC

represented by Director Andriy Anatoliyovych Prykhodko

Address: 2 Mechnikova Street, 10th floor, Kyiv, Ukraine, 01133

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