

## **PUBLIC AGREEMENT**

### **about the provision of services**

Kyiv city

edition dated 09/14/2023

BIOSCIENCE INNOVA («БІОЦАЙНС ІННОВА») Limited Liability Company (hereinafter referred to as the Contractor), guided by Articles 633, 642 and 644 of the Civil Code of Ukraine, has undertaken to provide the services provided for by the terms of this Public Agreement (hereinafter referred to as the Agreement) to any consumer (hereinafter referred to as the Customer), and together hereinafter referred to as the Parties, on the following:

#### **1. General provisions**

1.1. This Agreement, in accordance with Article 633 of the Civil Code of Ukraine, is a public agreement (offer), i.e. an official offer of the Contractor to enter into the Agreement.

1.2. Acceptance of the terms of this Agreement by the Customer shall be made by ordering the services provided for by the terms of this Agreement.

1.3. From the moment of acceptance by the Customer of the terms of this Agreement, this Agreement is considered concluded and the Customer undertakes to comply with all the terms of this Agreement.

#### **2. Subject of the Agreement**

2.1. Under this Agreement, the Contractor undertakes to provide the Customer with services in accordance with the terms of this agreement for the organization and carrying out the seminars, conferences, congresses, trainings, symposia, etc. (hereinafter referred to as the Events), servicing of the Events, accommodation of the Customer's clients, rental of conference facilities and equipment, transportation services, etc. (hereinafter referred to as the Services), and the Customer undertakes to accept these services and pay for them in the manner and on the terms specified in this Agreement.

2.2. The list, cost and terms of the Services are agreed by the Parties separately for each specific Event.

#### **3. Rights and obligations of the Contractor**

##### **3.1. *The Contractor has the right to:***

3.1.1. Provide the Services ordered by the Customer in a timely, high-quality and proper manner and report to the customer on the results of the work.

3.1.2. Upon the Services provision, act in strict accordance with the Customer's order, using all its professional knowledge and experience.

3.1.3. To draw up and submit to the Customer Acts of Acceptance and Transfer of the provided services (hereinafter referred to as the Act).

3.1.4. Immediately, upon the first reasonable written request of the Customer, eliminate violations of the terms of this Agreement.

3.1.5. Dispose of the information provided by the Customer in accordance with the Privacy Policy posted on the Customer's Website

##### **3.2. *The Customer has the right to:***

3.2.1. Without the written consent of the Customer, for the proper and high-quality provision of the Services provided for by the terms of this Agreement, to engage any legal entities and/or individuals, remaining responsible to the Customer for the quality of the Services provided by such persons.

3.2.2. Take other actions necessary for the proper and high-quality provision of the Services.

3.2.3. Provide the Customer with proposals and recommendations that will contribute to the better provision of the services and/or to the elimination of obstacles to the proper provision of the Services that have arisen in the course of fulfilling the terms of this Agreement.

#### **4. Rights and obligations of the Customer**

##### **4.1. *The Customer has the right to:***

4.1.1. Receive the Services in a timely manner.

4.1.2. Cancel the Services in accordance with the procedure established by the terms of this Agreement.

4.1.3. Control the process and quality of the Services.

4.1.4. Obtain proposals and recommendations from the Contractor, in the process of Services providing, that may affect the quality of the Services.

##### **4.2. *The Customer is obliged to:***

4.2.1. Pay for the Contractor's Services in the amount, procedure and within the terms agreed by the Customer and the Contractor.

4.2.2. Timely and in full manner inform the Contractor about the order, including the desired terms of Services, special requirements for the Services.

4.2.3. Provide the Contractor with the information and documents necessary to fulfill the terms of this Agreement.

4.2.4. Check the compliance of the Services with the order and inform the Contractor of the results of this check within 5 days from the date of the Services provision.

4.2.5. Accept the Services provided by the Contractor under the terms of this Agreement and sign the Acts within the terms and conditions stipulated by the terms of this Agreement

4.2.6. In case of any comments on the Services provided by the Contractor, provide a list of comments for review.

4.2.7. Make full and timely payments for the Services provided, on the terms and manner specified by this Agreement.

4.2.8. Not to interfere with the Contractor in fulfilling the terms of this Agreement, and also not to interfere with the third parties engaged by the Contractor.

#### **5. Terms and procedure for the Services provision.**

5.1. The term and procedure for the Services provision are agreed between the Customer and the Contractor separately upon Services order.

5.2. In case the Customer makes additions or changes to the order, the Contractor has the right to postpone the term of the Services provision for the period necessary to provide the specified Services.

#### **6. Conditions for the Event cancellation**

6.1. The Customer has the right to cancel the entire order for each individual Event. In case of penalties arising through the fault of the Customer, they shall be covered by the Customer subject to the Customer's prior written approval in the amount of fines and in the amount of the agreed amount, and the Contractor's remuneration in the amount of the Services actually provided shall not be refunded.

6.2. The Contractor has the right to unilaterally refuse of Services provision, in case of impossibility of their provision, by notifying the Customer in any way.

### **7. Cost of Services and payment procedure**

7.1. The cost of the Services is determined according to the Contractor's norms and rates, and also by the agreement of the parties and agreed with the Customer via e-mail or upon the order acceptance.

7.2. The Contractor reserves the right to change the cost of the Services, having previously notified the Customer of this with the reasoning for the increase of such cost.

7.3. Payment for the Services is made both by bank transfer, which can be made by the Customer at any bank branch, and by transferring the required amount to the Contractor's account. Upon payment, the Customer shall indicate in the payment document the invoice number received from the Contractor.

7.4. If the Customer fails to specify or incorrectly specifies the account number in the payment document, the Contractor shall have the right not to provide the services until the Customer brings the payment document into compliance.

7.5. The fact of payment for the Services is considered confirmed upon receipt of the information from bank on the transfer to the Contractor's account.

### **8. Responsibilities of the parties**

8.1. If the Contractor fails to provide the Services within the time limits set by the order for reasons related to the Contractor and dependent on it, the Contractor shall pay the Customer a penalty of 0.01% of the cost of the Services for each day of delay.

8.2. For failure to comply with the terms of payment for the Services, the Customer shall pay the Contractor a penalty in the amount of double the NBU discount rate in force during the period for which the penalty is accrued, from the amount of the unmade payment, for each day of delay. Payment of the penalty shall not release the Customer from fulfilling its obligations under the Agreement.

8.3. The Contractor is not responsible for direct or indirect damage caused to the Customer as a result of the use or inability to use the Services or incurred as a result of errors, omissions, inaccuracies, defects, delays in work or data transfer and other reasons. The Customer assumes full responsibility and risks associated with the use of the Services received, including responsibility for evaluating the accuracy, completeness and usefulness of the Services received.

8.4. The Contractor shall not be a defendant or co-defendant under the obligations and shall not bear any costs associated with the violation by the Customer or other persons of the provisions of this Agreement, or associated with the Customer's use of the results of the Services provided.

8.5. The Contractor shall execute the Customer's orders sent only from the Customer's contact e-mail. The contact e-mail is considered to be the address specified in the order, and in its absence- the address from which the Customer sent the e-mail with the order.

### **9. Anti-corruption clause**

9.1. Each of the Parties to the Agreement, its affiliates, employees or intermediaries undertakes not to take any actions aimed at stimulating in any way the employees of the other Party and third parties in any way related to the execution of this Agreement, including by providing amounts of money, gifts, gratuitous performance of work (services) to them and other methods not specified here that place the employee or a third party in a certain dependence and are aimed at ensuring that this employee or third party performs any actions in favor of the stimulating Party of its affiliates, employees or intermediaries.

9.2. Actions of the employee or a third party carried out in favor of the incentivizing Party by its affiliates, employees or intermediaries are considered the following:

9.2.1 granting unjustified advantages compared to other counterparties;

9.2.2 providing any guarantees other than those expressly provided for in this or other agreements concluded between the Parties;

9.2.3 accelerating or deviating from existing procedures;

9.2.4 other actions performed within the scope of official duties but contrary to the principles of the transparency and openness of relations between the Parties.

9.3. In case a Party suspects that any provisions of this section of the Agreement have been or may be violated, the respective Party shall notify the other Party in written form.

9.4. In case of violation by one Party of its obligations to refrain from actions prohibited by this Section If one Party violates the obligations to refrain from actions prohibited by this section, the other Party has the right to terminate the Agreement unilaterally by sending a written notice of termination 30 (thirty) calendar days before the date of termination. Such notice must indicate a specific violation of obligations under this section of the Agreement and provide documentary evidence thereof. The party on whose initiative this Agreement was terminated in accordance with the provisions of this section of the Agreement has the right to demand compensation for damage resulting from such termination.

## **10. Force majeure**

10.1. Neither party is liable to the other party for delay or failure to fulfill obligations due to circumstances that arose beyond the will and desire of the parties and that cannot be predicted or prevented, including declared or actual war, epidemics, blockades, embargoes, earthquake, floods, fires and other natural disasters.

10.2. A certificate issued by the relevant chamber of commerce or other competent authority is sufficient evidence of the existence and continuation of force majeure.

10.3. The Party failing to fulfill its obligations shall notify the other Party of the obstacles and their impact on the fulfillment of the obligations under the Agreement.

10.4. If the force majeure circumstances are valid for 3 (three) months and show no signs of ending, this Agreement may be terminated by the Customer and the Contractor by sending a notice to the other party.

10.5. The Parties certify that at the time of signing this Agreement, they are aware of the military aggression of the Russian Federation against Ukraine and the introduction of martial law on the territory of Ukraine on the basis of the Decree of the President of Ukraine dated 24 February 2022 No. 64/2022 «On the introduction of martial law in Ukraine», therefore, they agreed that this may be grounds for exemption from liability for full or partial failure their obligations under this Agreement only if the Party proves that these circumstances actually and objectively make it impossible to properly fulfill the terms of this Agreement.

## **11. Dispute resolution procedure**

11.1. The Parties will endeavor to resolve all disputes and controversies that may arise in the course of work on the basis of mutual agreement and trust, through negotiations.

11.2. Unregulated disputes and controversies regarding the performance of this Agreement are conveyed to the relevant court in accordance with the current legislation of Ukraine.

11.3. Upon considering disputes and controversies, as evidence, the Customer and the Contractor have the right to provide printed electronic letters (e-mails) with stored technical information in them (headers). If official technical information (headings) is missing, such a letter is not evidence.

## **12. Effect of the Agreement**

12.1. This Agreement comes into force upon the Acceptance by the Customer and acts until the Parties have fully performed their obligations under this Agreement.

12.2. The Customer has the right to amend the terms of this Agreement unilaterally. The date of entry into force of amendments to this Agreement is the date of their publication on the Contractor's Website.

12.3. The Contractor may unilaterally revise the prices for the Services.

12.4. At the initiative of one of the Parties, this agreement may be terminated by sending a written notice of termination to the other Party by e-mail, in which case this agreement shall be considered terminated from the moment such notice is sent.

12.5. In case of early termination of this Agreement, the Contractor has the right to demand payment from the Customer in the amount of the actual costs incurred.

12.6. This agreement does not apply to cases of concluding a separate bilateral written agreement between the Contractor and the Customer, even if the Customer has accepted the Agreement.

12.7. On all matters not regulated in this agreement, the Parties are governed by the current legislation of Ukraine.

## **Information on the Contractor**

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