

## **Offer Agreement for Software Access**

### **1. GENERAL PROVISIONS**

**ATS Limited Liability Company**, located at: 6 Mykhaylo Donets str., Kyiv 03061, EDRPOU code [Unified State Registration Number of Enterprises and Organizations of Ukraine] 37636185 (hereinafter referred to as the “Contractor”), on the one part, hereby offers other entities (hereinafter – the “User”) on the other part, to enter into a Software Access Agreement (hereinafter referred to as the Agreement) in accordance with the Article 638, part 1 Article 641 of the Civil Code of Ukraine as follows.

### **2. TERMS USED IN THE AGREEMENT**

2.1. **Acceptance** shall mean complete, unconditional, implicit acceptance by the User of the terms of Agreement, made by paying for access to the Software products under conditions specified in the Agreement and/or by marking the acceptance of Agreement via Software Products. The Parties confirm that marking the acceptance of the Agreement via Software products certifies the fact of concluding the Agreement in writing with the use of information and communication systems pursuant to part 2 Article 639 of the Civil Code of Ukraine. By accepting the Offer, the User agrees to all the terms hereof.

2.2. **Agreement** shall mean this Agreement concluded between the Contractor and the User (collectively referred to as the “Parties” and each individually – the “Party”).

2.3. **Instructions** (Registration Manual, Software Products Authorization Manual, User Manual, Software Products Terms of Use, Privacy Policy, other instructions and rules) – rules governing the procedure for accessing the Software, setting up the Software, its functionality, as well as the procedure and conditions for using Software, Personal Account operation procedure, billing rules, Privacy Policy, etc. Manuals shall constitute an integral part of this Agreement and be binding upon User. See Manuals at: <https://wiki.edin.ua/uk/latest>.

2.4. **Software Products** – the object of intellectual property rights, EDI NETWORK Platform computer program, available at: <https://edo-v2.edin.ua>, including updated versions, results of revisions, derivatives, interconnected, embedded programs that are the result of computer programming and operation of which is possible only when connected to the Internet. Software Products designed to manage electronic document templates, as well as to generate and exchange such documents between the users.

2.5. **Client Area** shall mean personal pages of the User in the Software products, which contain User’s personalized data (account), data on offered, selected, valid tariff packages, Personal account, settings, etc. data provided by the functionality of the Software products. The terms of billing in the Personal Account shall constitute an integral part of the Agreement and be binding on the Parties.

2.6. **Personal Account** shall mean a personal account of the User in the Client Area, which shows receipt of payments from the User and the expenditure of these funds to pay for access to the Software products under this Agreement. The Personal Account is the only source of information on the amount of used and paid functionality (services) of the Software products during billing and dispute resolution.

2.7. **Offer** shall mean Contractor’s offer addressed to the User regarding conclusion of the Agreement at [https://wiki.edin.ua/uk/latest/Legal\\_info/Dogovor\\_oferta.html](https://wiki.edin.ua/uk/latest/Legal_info/Dogovor_oferta.html) and valid until revoked or changed by the Contractor. The Contractor may amend the Offer at own discretion which amendments shall come into

force following posting thereof at [https://wiki.edin.ua/uk/latest/Legal\\_info/Dogovir\\_oferta.html](https://wiki.edin.ua/uk/latest/Legal_info/Dogovir_oferta.html), unless otherwise specified in the post.

**2.8. Tariff Package** — an offer, which determines the listed Software functionality available to the User, as well as pricing procedure. The list of Tariff Packages can be found at <https://edin.ua/tariff>. Payment for the Tariff Packages selected in the Personal Account by the User confirms an agreement on the price of access to the Software products during the validity of Tariff Packages, as well as the procedure for making payments for such an access. Data on the Tariff packages/services and prices selected by the User (valid) are shown in the Client Area and shall constitute an integral part of the Agreement.

### **3. SUBJECT MATTER. COST OF SOFTWARE PRODUCTS ACCESS. SETTLEMENT PROCEDURE**

3.1. Pursuant to this Agreement and under the conditions specified therein, the Contractor grants the User an access to the Software Products, based on which the User receives the right to use the Software Products and undertakes to pay for such access.

It shall be assumed hereunder that access is provided to one person who uses the Software on behalf of the User. Granting access to more than one person may be regulated by paying the cost of additional access on terms specified in the Tariff Packages.

3.2. The specific rights granted to the User under this Agreement and procedure for using the Software products depend on the Tariff Package/service selected by the User via Software Products.

The right to use Software Products shall apply on the territory of Ukraine, except for the territory of Ukraine, where the public authorities of Ukraine temporarily do not exercise their powers, as well as to the countries of the European Union.

3.3. The price of access to the Software Products shall be determined in accordance with the Tariff Package/Service selected by the User.

The total price of the Agreement is defined as the sum of value of all Tariff Packages/Services paid by the User during its term of validity.

3.4. The User may use the Software on promotional or other special terms, information about which may be posted on the Contractor's website and/or in the Client Area.

3.5. For the purposes of value added tax transactions subject to the Agreement under which the User receives the right to use the Software, as well as constituent rights to use the Software, are exempt from value added tax for the period specified in paragraph 261 subsection 2 chapter XX of the Tax Code of Ukraine.

The Contractor shall accrue value added tax after the expiration of term provided for in clause 26<sup>1</sup> subsection 2 section XX of the Tax Code of Ukraine, without amending the Agreement.

The place of access to the Software Products, for the purposes of applying value added tax according to the Tax Code of Ukraine, shall be the place where the User is registered as a business entity, or – if no such place available – User's place of permanent or preferred residence.

3.6. Settlements under the Agreement shall be made in non-cash form in the national currency of Ukraine, by transferring funds to the current account of the Contractor.

Access to the Software Products and Software Products are considered provided in full, properly and in compliance with the terms hereof from the date of crediting the User's funds, according to the selected Tariff Package/Service, to the current account of the Contractor.

3.7. The Contractor shall draw up a Software Access Record at the end of the calendar month in which the funds were debited from the Personal Account and confirms the granting of access to the Software on the basis of selected tariff packages.

The Software Access Record shall be drawn up in electronic form and transferred by the Contractor via Software Products. If within 5 (five) calendar days from the date of receipt by the User of the Software Access Record the User failed to sign or transfer the Record or comments thereto, the Software Products access shall be considered granted by the Contractor without comment.

The Software Access Record or other document confirming the granting of access to a non-resident User shall be drawn up and transferred by the Contractor at the request of such User in the form and in a manner agreed by the Parties.

3.8. The Parties hereby agree to share documents drawn up in accordance with and pursuant to this Agreement in electronic form. The Parties have agreed to recognize documents provided electronically using a qualified electronic signature from one Party to another via Software Products.

The Parties hereby agree that all documents transferred via Software Products are recognized as equivalent documents in hard copy. Confirmation of documents flow within the Software Products (sending, receiving, reading, delivery, etc.) shall be a proper confirmation of receipt and transfer of such documents by the authorized representatives of the Parties, and shall require no additional proof.

**The documents shall be shared in accordance with the Law of Ukraine ‘On Electronic Documents and Electronic Document Management’, the Law of Ukraine ‘On Electronic Trust Services’.**

**The date of drawing up and executing electronic documents shall be the date specified in such documents. The date of imposition of a qualified electronic signature (electronic time stamp) shall not be the date of drawing up electronic documents and shall not affect the occurrence of any obligations between the Parties.**

#### **4. PROCEDURE AND TERMS FOR SOFTWARE PRODUCTS ACCESS**

4.1. The procedure for granting access to the Software Products, registration, authorization in the Software Products, as well as the terms of use of the Software Products are contained in the Manuals, which shall be an integral part hereof and mandatory for use by the User.

4.2. The User shall provide a permanent or session-based connection to the Internet for own server or workstation.

#### **5. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS. RESPONSIBILITIES OF THE PARTIES**

5.1. Software Products and other objects of intellectual property rights, access to which is provided to the User by the Contractor shall be protected by the legislation on intellectual property rights of Ukraine (Law of Ukraine ‘On Copyright and Related Rights’, Civil Code of Ukraine, etc.) and international conventions. Any infringement of the intellectual property rights to the Software Products, the trademarks of the Contractor and other intellectual property (copyright) of the Contractor, including illegal access to the Products or electronic system, or the use of the Contractor's trademarks will be considered a material breach of the Agreement and render the Contractor with the right to terminate this Agreement and apply all available legal remedies at his disposal. The User shall have no right to change or delete any notes and warnings regarding trademarks, intellectual property rights (copyrights) and other rights contained in the Software Products; provide third parties with access to or the right to use the Software Products, issue any licenses or otherwise alienate the Software Products to third parties.

5.2. The Parties, for non-fulfilment or improper fulfilment of the terms hereof, shall be liable in accordance with the current legislation of Ukraine and this Agreement.

The Parties shall not be liable for breach of their obligations hereunder if it is not their fault. Party shall be presumed innocent if it proves that it has taken all necessary measures to ensure proper performance of its obligation.

5.3. The Contractor shall not be responsible for:

- Internet access barriers that are beyond the control of the Parties and their Internet providers;
- content of documents shared by the User with the addressee via Software Products;
- damage caused to the User by a qualified provider of electronic trust services, including damage caused by the termination of qualified electronic trust services by a provider of qualified electronic trust services for any reason;

- actions of persons committed on behalf of the User using his/her identification data in the Software Products;
- errors or interruptions in operation of the public information systems integrated with Software Products, etc..

5.4. The User shall be responsible for the content of information provided during registration in the Software Products; for the content of documents shared with the counterparty using the functionality of the Software Products; for any actions performed by him using the Software Products and actions of persons performed on his behalf using his identification data.

5.5. In case the User fails to notify changes made to the information provided during registration in the Software Products, the User shall bear the risk of possible adverse consequences related to the performance of the Agreement, as well as indemnify damages resulted from such a failure to notify.

## **6. CONFIDENTIALITY, SECURITY, PERSONAL DATA**

6.1. The User undertakes to take all necessary measures to maintain confidentiality, prevent unauthorized use and protect (identification data against unauthorized access by third parties, including the Software Products and devices storing access facilities (logins, passwords) to the Software Products.

6.2. The Contractor undertakes to take the necessary measures to ensure security and protection of information and documents shared using the Software Products.

6.3. By accepting the Offer, the authorized representative of the User agrees to the collection, registration, accumulation, storage, adaptation, clarification (update, change), use, depersonalization, destruction and other actions (operations) with personal data. Personal Data subject to processing may include surname, name, patronymic, information on user accounts, location, e-mail address, telephone numbers, data on user activity in the Software Products.

The purpose of collection, registration, accumulation, storage, adaptation, clarification (update, change), use, depersonalization, destruction and other actions (operations) with User's personal data is compliance with the terms of the Agreement.

The Contractor shall perform collection, registration, accumulation, storage, adaptation, clarification (update, change), use, depersonalization, destruction and other actions (operations) with User's personal data indefinitely, except in cases of such consent withdrawal, but in any case during the period necessary for data processing for accounting and tax purposes in accordance with the legislation of Ukraine and during the period necessary to achieve the objectives of electronic document management between the User and other subjects of electronic document management.

6.4. The User hereby represents and warrants that his personal data and personal data of his representatives are provided to the Contractor voluntarily, which confirms the legality of receipt thereof; the provided personal data are reliable, and their composition, volume, content meet the requirements of the legislation of Ukraine and the purpose of processing thereof.

6.5. The Contractor undertakes not to transfer User's (his authorized representatives) personal data to third parties, except as provided by the Law of Ukraine 'On Personal Data Protection' and other legislative acts of Ukraine.

6.6. Where the Privacy Policy, available at: [https://wiki.edin.ua/uk/latest/Legal\\_info/Politic.html](https://wiki.edin.ua/uk/latest/Legal_info/Politic.html), provides for conditions other than those provided for in Section 5 of this Agreement, the Parties shall apply the terms of the Privacy Policy.

## **7. TERM OF AGREEMENT. FORCE MAJEURE. MISCELLANEOUS**

7.1. This Agreement shall enter into force upon acceptance of the Offer and shall remain in force until the Parties have fully performed their obligations.

7.2. Amendments to the Agreement may be made by the Contractor by sending a notice or presenting the latest Agreement in a new version at [https://wiki.edin.ua/uk/latest/Legal\\_info/Dogovor\\_oferta.html](https://wiki.edin.ua/uk/latest/Legal_info/Dogovor_oferta.html), which shall enter into force and be binding on the User following the receipt or posting thereof, unless otherwise specified in the Agreement or

notice. At the same time, the terms of Agreement regarding the price of access to Software Products shall remain unchanged for the User until the expiration of access to the Software Products according to the Tariff Package paid by the User.

7.3. The Parties agreed that the terms of this Agreement may be applied to relations between them that arose before the conclusion hereof.

7.4. The Parties may suspend the performance of their obligations hereunder in the event of force majeure: threat of war, armed conflict or serious threat of such conflict, including but not limited to enemy attacks, blockades, military embargoes, actions of a foreign enemy, general military mobilization, military actions, declared and undeclared war, actions of public enemy, riots, acts of terrorism, sabotage, piracy, disorders, invasions, revolution, rebellion, uprising, mass riots, curfew, quarantine imposed by the Cabinet of Ministers of Ukraine, other public authorities, local self-government, expropriation, dispossession, seizure of enterprises, requisition, public demonstration, strike, accident, illegal actions of third parties, fire, explosion, sustained interruption in transport operation, regulated by the terms of relevant decisions and acts of public authorities, closure of sea channels, embargo, prohibition (restriction) of export/import, etc., as well as those caused by exceptional weather conditions and natural disasters, namely, epidemic, severe storm, cyclone, hurricane/storm, tornado, earthquake, fire, subsidence (landslide), etc., provided that such an event affects the proper fulfilment of obligations hereunder.

The Party affected by force majeure shall notify the other party within 3 (three) working days. The competent authority shall confirm the fact of force majeure and duration thereof. If the force majeure lasts for more than 30 (thirty) calendar days in a row, the Parties have the right to unilaterally terminate the Agreement with notice to the other Party not later than 10 (ten) calendar days before the date of termination. In this case, the losses caused by the termination of Agreement shall not be subject to reimbursement. After cessation of force majeure, the term of performance shall resume.

7.5. The Contractor shall have the right to post information about the User on its own website solely to report the fact of cooperation for advertising purposes, in order to promote the Software Products.

7.6. The Parties hereby warrant and represent to each other that (both as of concluding this Agreement and in the future):

7.6.1. The Party is not subject to sanctions imposed by the UN Security Council, the Department of Treasury's Office of Foreign Assets Control, the US Department of Trade of the Bureau of Industry and Security, the US Department of State, the European Union, Ukraine, the United Kingdom or other country or organization which decisions and acts are legally binding (hereinafter – the “Sanctions”);

7.6.2. The Party does not cooperate (directly or through intermediaries) and is not bound by control relations with entities subject to the Sanctions, if such cooperation creates a risk of violation by the Party or makes such a Party qualified for applying restrictions and/or inclusion of the Party into sanctions lists or applying other activities.

7.7. In case the Party is in default of its assurances and guarantees as specified in clause 7.6 hereof, such Party undertakes to reimburse the other Party for all damages caused by such a default.

In the event the Sanctions are imposed on either Party or either Party cooperates with a person subject to Sanctions, such Party undertakes to immediately notify the other Party and indemnify the latter for all damages caused due to or in connection with the imposition of Sanctions or cooperation with the entity subject to Sanctions.

Each Party shall have the right to suspend or terminate unilaterally and out of court its obligations under this Agreement by notifying the other Party in writing if there are reasonable grounds to believe that there has been or will be a violation of any of assurances and guarantees specified in clause 7.6 of the Agreement. In this case, the Party that has reasonably exercised this right shall be released from any liability hereunder in connection with its failure to fulfil contractual obligations and any costs, losses incurred by the other Party (directly or indirectly) as a result of such suspension/termination of the Agreement.

7.8. This Agreement shall be construed and governed by the laws of Ukraine.

7.9. Any dispute, disagreement or claim arising out of or in connection with this Agreement, including interpretation, performance, breach, termination hereof, shall be settled by negotiation between the Parties. In case of disagreement, the dispute shall be transferred for consideration in Ukrainian court in accordance with the established jurisdiction. Applicable law shall be substantive and procedural law of Ukraine.

## **LOCATION, BANK DETAILS AND SIGNATURES OF CONTRACTOR**

### **ATS Limited Liability Company**

Location: 6 Mykhaylo Donets str., Kyiv 03061

Address for correspondence: 6 Mykhaylo Donets str., BC “VD MAIS”, Kyiv 03061

EDRPOU code 37636185, IPN 376361826583

Acc. UA153510050000026007614396500

with JSC “UkrSibbank”

Payer of corporate income tax according to the Tax Code of Ukraine, VAT payer

tel.: +38 (044) 359-01-12, e-mail: sales@edin.ua

*Offer Agreement for Software Access as revised on 11 May 2022*