



## Public Offer CONTRACT

*musa.in.ua*

### 1. General Provisions

1.1. This Contract is concluded between Limited Liability Company "Monarch Business Consulting", the owner of "MUSA.IN.UA" - ("Monarch University Study Admission") (hereinafter referred to as "Resource"), represented by Director Volodymyr Hennadiiovych Solohub (hereinafter referred to as "Contractor"), acting on the basis of the Charter, on the one part, and **any person** who has agreed to the terms of this Public Offer Contract and accepted this Contract by its further actions, either in its own interests or in the interests of third parties (hereinafter referred to as "Customer"), on the other part.

1.2. This Contract defines the terms for ordering certain actions (hereinafter referred to as "Services") through the Contractor's Resource which, under the terms of this Contract, shall be carried out by the Contractor in the interests of the Customer or third parties in the interests of which the Customer acts.

1.3. The Contract is public according to Article 633 and Article 641 of the Civil Code of Ukraine and is equivalent to an "oral agreement" and has due legal force.

1.4. According to Article 642 of the Civil Code of Ukraine, complete and unconditional acceptance of the terms of this Public Offer Contract, confirming the conclusion of the Contract on the proposed terms, shall be the fact of payment by the Customer for the ordered scope of Services on the Contractor's Resource or otherwise which, by its legal nature, constitutes an acceptance of the offer to conclude the Contract.

### 2. Terms Used in this Public Offer Contract

2.1. "**Contract**" shall mean an electronic and (or) paper document that includes the terms of the public offer, namely the rights and obligations of the Contractor and the Customer, as used in this public offer, as well as explanations regarding the possibilities and conditions of use of the Contractor's Resource.

2.2. "**Resource**" shall mean an official web page at [musa.in.ua](http://musa.in.ua) that belongs to the Contractor under the right of personal property, is the location of the Contractor's offer to conclude this Public Offer Contract with the Customer, and is a universal tool for the pre-search for higher educational institutions of Ukraine, possibility to order services for remote receipt of an Invitation to study in Ukraine, as well as a number of additional services offered by the Contractor for provision to the Customer under the terms hereof.

2.3. "**Customer**" shall mean any person on the Contractor's Resource acting either in its own interests or in the interests of third parties (persons who want to study in Ukraine, i.e. university applicants) and who, by its further actions, has accepted the terms hereof by acceptance of this Contract.

2.4. "**Applicant**" shall mean the Customer or the person in whose interests the Customer acts, i.e. the person who has completed secondary education, graduated from high school, received a high school diploma (school certificate), and expressed its desire and intention to continue education in a higher educational institution of Ukraine at the Customer's choice.

2.5. "**Contractor**" shall mean Limited Liability Company "Monarch Business Consulting", owner of "MUSA.IN.UA" - ("Monarch University Study Admission"), represented by Director Volodymyr Hennadiiovych Solohub, acting on the basis of the Charter, who undertakes to fulfill the terms of this Contract after receiving confirmation of acceptance hereof by the Customer.

2.6. "**Parties**" shall mean the Contractor and the Customer, as used in this Contract.

2.7. "**Acceptance**" shall mean the answer of the Customer, who has received an offer to conclude this Contract, which confirms its full and unconditional acceptance of the terms hereof in accordance with Article 642 of the Civil Code of Ukraine, and which is expressed in the Customer's actions resulting in payment of the relevant fixed amount, which cannot be less than the Base Payment set out in clause 2.8 hereof, by wire transfer or remittance of funds to the Contractor's bank account specified in clause 10.1 hereof or otherwise on additional terms as agreed by the Parties.

  
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**Volodymyr H. Solohub**

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**2.8. "Base Payment"** shall mean the amount of money which constitutes a down payment of **400.00 \$/USA** (four hundred US Dollars) for the provision by the Contractor of Basic Services to the Customer on the terms defined herein, and which is the constant price of this Contract.

**2.9. "Additional Payment"** shall mean the amount of money which constitutes a payment consisting of a residual payment for a part of Basic Services that can only be rendered after the Applicant's arrival in Ukraine, as well as the total price for each type of Additional Services offered by the Contractor herein and which the Customer has the opportunity to obtain from the Contractor by completing the relevant section 4 "Selected Services" hereof.

**2.10. "Invitation"** shall mean an official letter issued by a higher educational institution of Ukraine (University) and having an appropriate reference number of the Ministry of Education and Science of Ukraine inviting the Applicant to study at the higher education institution of Ukraine at the Customer's choice.

**2.11. "Visa Support"** shall mean a mandatory payment, the recipient of which is State Enterprise "Ukrainian State Center for International Education", for visa support and organizational support of a foreign Applicant's arrival.

**2.12. "Basic Services"** shall mean the Contractor's actions on receipt of an invitation issued in the name of the Applicant, payment of visa support in the name of the Applicant, payment for the medical insurance of the Applicant in Ukraine, payment and further delivery (hereinafter referred to as "DHL Delivery") of these documents by DHL (DHL Express) courier delivery at the address and (or) contact details specified by the Customer, as well as meeting the Applicant at the airport at the time of its arrival in Ukraine, which is mandatory under the current legislation of Ukraine.

**2.13. "Additional Services"** shall mean the Contractor's actions on provision of a wide range of services defined by this Contract and provided by the Contractor either in person or through third parties at the Contractor's choice, which are not included in the number of Basic Services and which are paid by the Customer or the Applicant after the Applicant's arrival in Ukraine, or otherwise by prior agreement between the Parties.

**2.14. "Scope of Services"** shall mean the Contractor's actions which necessarily include Basic Services and may include a part or all of the Additional Services provided by the Contractor hereunder, and which the Customer has the opportunity to obtain from the Contractor by completing the relevant section 4 "Selected Services" hereof.

**2.15. "Meeting at the Airport"** shall mean the Contractor's actions to arrange for and meet the Applicant upon its arrival in Ukraine, either in person or through third parties at the Contractor's choice. This Service is included in the Basic Services and shall be paid by the Applicant upon its arrival in Ukraine, or otherwise by prior arrangement between the Parties. In case of absence of the person who meets the Applicant for 24 hours since the Applicant's arrival in Ukraine, the border service of Ukraine shall be entitled to return the Applicant to the country from which it has arrived.

**2.16. "Transfer"** shall mean the Contractor's actions aimed at organization and travel of the Applicant in a comfortable vehicle, either by the Contractor itself or through any third parties at the Contractor's choice, to the exact address, hotel, apartment, hostel, University, or city of Ukraine specified by the Customer and (or) the Applicant. This Service is not included in the Basic Services and shall be paid by the Applicant upon its arrival in Ukraine, or otherwise by prior arrangement between the Parties.

**2.17. "Medical Insurance"** shall mean the Contractor's actions aimed at obtaining a comprehensive medical insurance contract for the Applicant in Ukraine between the insurance company at the Contractor's choice and the Applicant, represented by the Contractor, in the amount in the national currency of Ukraine equivalent to 30,000 (thirty thousand) Euros at the exchange rate of the National Bank of Ukraine as of the date of conclusion of the insurance contract. This Service is included in the Basic Services. Medical Insurance for the Applicant is one of the mandatory conditions necessary for obtaining a Type D Visa for study in Ukraine during the submission of an application to the Embassy of Ukraine or visa center.

**2.18. "Search for Apartment"** shall mean the Contractor's actions aimed at searching or booking a place of residence or temporary location of the Applicant in Ukraine, based on the Customer's requirements, which can be an apartment, hotel or hostel. This Service is not included in the Basic Services and shall be paid additionally upon the Applicant's arrival in Ukraine.

**2.19. "Legal Services"** shall mean the Contractor's actions for a qualified personal provision of one-time legal support, when needed, in the form of advice and private practical legal services by the Contractor or by the Law Bureau "Solohub and Partners", which is the Contractor's business partner. This Service is not included in the Basic Services and shall be additionally paid by the Applicant if a need for such services arises.



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**2.20. "Entrance Support"** shall mean the Contractor's actions for the Applicant's registration in the higher educational institution of Ukraine chosen by the Customer, including full support and organization of free, transparent, convenient, short-term process of concluding and signing by the Applicant of a contract for education with the higher educational institution of Ukraine, as well as solution of problems arising in the process of admission, if any. This Service is not included in the Basic Services and shall be paid additionally upon the Applicant's arrival in Ukraine.

**2.21. "Migration Support"** shall mean the Contractor's actions for the full support and organization of an accelerated, unimpeded process of obtaining by the Applicant a residence permit in Ukraine. This Service is not included in the Basic Services and shall be paid additionally upon the Applicant's arrival in Ukraine.

**2.22. "Monarch's Annual Support"** shall mean the Contractor's actions to organize the activities for keeping the Contractor regularly informed by a responsible person of the University of the Applicant's existing situation in the higher educational institution of Ukraine, as well as for collection, processing and storage of the Applicant's data, its actual status in Ukraine, place of residence, its migration status at the State Migration Service of Ukraine during the academic year. This Service is not included in the Basic Services and shall be paid additionally upon the Applicant's arrival in Ukraine.

**2.23. "Bank Account"** shall mean the Contractor's actions aimed at a quick, transparent and convenient account opening for the Applicant with an official bank of Ukraine, as well as full support in obtaining relevant documents issued in the name of the Applicant by the state executive authorities of Ukraine required for opening such a bank account. This Service is not included in the Basic Services and shall be paid additionally upon the Applicant's arrival in Ukraine.

**2.24. "Tell-the-Customer"** shall mean the Contractor's actions, in case of need, for additional collection, processing and communication of information to the Customer with regard to the Applicant in whose interests the Customer acts, its progress during the studies at a higher educational institution of Ukraine, its migration status with the State Migration Service of Ukraine, any problems the Applicant may have with any persons or state authority in Ukraine, actual place of the Applicant's stay, residence, etc. This Service is not included in the Basic Services and shall be additionally paid by the Customer by wire transfer or remittance of funds to the Contractor's bank account specified in clause 10.1 hereof or otherwise on additional terms as agreed by the Parties.

**2.25. "Tourism and Travel"** shall mean the actions by the Contractor or third parties at the Contractor's choice for the organization of safe and interesting trips within Ukraine, namely: cities of Ukraine, its famous places, landscapes and architectural structures, as well as personal support of the Applicant during such travel by the Contractor if all organizational issues are provided by third parties and transport for the trip is rented by the Contractor from third parties. This Service is not included in the Basic Services and shall be additionally paid by the Applicant if a need for such services arises.

**2.26. "Local GSM Card"** shall mean the Contractor's actions aimed at selection and finding the best mobile operator, best and cheap tariff plan, purchase and activation of a GSM card with the mobile operator, as well as immediate provision of the Applicant with such local GSM card upon the Applicant's arrival in Ukraine, and informing the Customer about the local mobile phone number that will be given to the Applicant upon meeting at the airport. This Service is not included in the Basic Services and shall be paid additionally upon the Applicant's arrival in Ukraine.

**2.27. "ISIC Card"** shall mean the Contractor's actions aimed at provision of the Applicant with an ISIC card, which is the only internationally recognized student ID card confirming a student status worldwide and providing the Applicant with a wide range of discounts and numerous privileges, great promotions and special offers. This Service is not included in the Basic Services and shall be additionally paid by the Applicant upon its enrollment with a higher educational institution of Ukraine.

### **3. Subject Matter of the Contract and Procedure for Rendering Services.**

**3.1.** From the effective date of this Contract, namely after the acceptance of this Contract by the Customer, the Contractor shall begin acting in the interests of the Customer and undertakes to provide advice and practical services specified herein, namely, services for the preparation of package of documents and its submission to a higher educational institution of Ukraine with the aim of obtaining an invitation in the name of the Applicant on a fee basis in accordance with the terms hereof, as well as other services on a fee basis in accordance with the terms hereof, within the scope of services and their types, which the Customer may obtain

  
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from the Contractor by completing the relevant Section 4 "Selected Services" hereof before the Contract acceptance and undertakes to accept and pay for the Services provided by the Contractor.

**3.2.** The Parties agree that the Contractor does not guarantee the receipt of an Invitation in the Customer's name. In addition, the Parties agree that the Contractor does not guarantee the receipt of a student visa by the Customer after receiving the Invitation.

**3.3.** Upon filling in the application form and payment for Services by the Customer, the Contractor shall contact the Customer using the contact details specified by the Customer and inform about the list of documents required for obtaining an Invitation. The basic list of documents includes: passport, school diploma, academic certificate. Upon the University's demand, the Contractor may request additional documents from the Customer. For example, a motivation letter, financial statement, etc. The list of additional documents may vary depending on the University where the Applicant wants to study, as well as on the age and nationality of the Applicant, and is only determined by the University. Documents shall be submitted by the Customer in the form of high-resolution scanned copies.

#### **4. Selected Services.**

**4.1.** The scope of Services shall mean carrying out specific paid actions by the Contractor, which shall include Basic Services defined in paragraph 4.1.1 hereof, and may also include one, several or all Additional Services that the Customer shall only obtain after selecting each Service or Services using a "✓" symbol in paragraph 4.1.2 hereof:

##### **4.1.1. Basic Services and their prices:**

No.	Service Name	Required	Service Price
1	Invitation to study	<input checked="" type="checkbox"/>	250.00 US \$
2	Visa Support	<input checked="" type="checkbox"/>	50.00 US \$
3	Medical Insurance	<input checked="" type="checkbox"/>	100.00 US \$
4	DHL Delivery	<input checked="" type="checkbox"/>	150.00 US \$
5	Meeting at the Airport	<input checked="" type="checkbox"/>	100.00 US \$
<b>4.1.1.1. The price of Basic Services is:</b>			<b>650.00 US \$</b>

##### **4.1.2. Additional Services and their prices:**

No.	Service Name	Required	Service Price
1	Local GSM Card	<input type="checkbox"/>	20.00 US \$
2	Transfer	<input type="checkbox"/>	100.00 US \$
3	Search for Apartment	<input type="checkbox"/>	100.00 US \$
4	Entrance Support	<input type="checkbox"/>	100.00 US \$
5	Bank Account	<input type="checkbox"/>	15.00 US \$
6	Migration Support	<input type="checkbox"/>	75.00 US \$
7	ISIC Card	<input type="checkbox"/>	50.00 US \$
8	Monarch's Annual Support	<input type="checkbox"/>	150.00 US \$
9	Legal Services	-	at actual cost
10	Tell-the-Customer	<input type="checkbox"/>	100.00 US \$
11	Tourism and Travel	-	at actual cost
<b>4.1.2.1. The price of Additional Services is:</b>			<b>_____ US \$</b>

**CALCULATE THE AMOUNT YOURSELF!**

#### **5. Cost of Services and Payment Procedure.**

**5.1.** The cost of Services hereunder shall include the amount of all payments made by the Customer in the name of the Contractor, but no less than a fixed amount of payment for the provision of Basic Services by the Contractor specified in paragraph 4.1.1 hereof.

**5.2.** The cost of Services provided hereunder shall be paid by the Customer in the amount of advance payment defined by clause 2.8 hereof, and may not be less than US \$ 400, to the Contractor's Bank Account

  
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(IBAN Code: UA193026890000026000055359743) specified in clause 10.1 hereof, by wire transfer or other convenient way for the Customer which shall be previously agreed with the Contractor.

**5.3.** In order to confirm the Base Payment, the Customer shall notify the Contractor of the acceptance of this Contract by sending the Contractor a scanned copy of the written proof of payment for Services hereunder to the Contractor's e-mail, or by attaching a scanned copy of the written proof of payment for Services hereunder while completing the form on the Contractor's Resource.

**5.4.** Upon crediting the amount of the Base Payment defined by clause 2.8 hereof to the Contractor's account, this offer shall be considered accepted by the Customer, and the Contract shall be considered to be concluded between the Parties.

## ***6. Obligations of the Parties.***

### **6.1. The Customer shall:**

**6.1.1.** Duly abide by the terms of this Contract;

**6.1.2.** Make timely and full payments hereunder;

**6.1.3.** Timely provide the Contractor with relevant information and (or) documents required by the Contractor to perform its obligations.

### **6.2. The Contractor shall:**

**6.2.1.** Ensure the highest possible quality and efficiency of Services defined by this Contract;

**6.2.2.** Keep all information related to the Customer confidential;

**6.2.3.** In the performance of its obligations hereunder, not carry out actions that would or may lead to violations by the Customer of the current legislation.

### **6.3. The Contractor shall be entitled to:**

**6.3.1.** At its own expense and on its own terms, get a third party, another specialist and (or) a lawyer, a law office or a law firm engaged in the fulfillment of the terms hereof;

### **6.4. The Customer shall be entitled to:**

**6.4.1.** Receive information from the Contractor on the progress and status of the assignment specified in clause 3.1 hereof;

## ***7. Term and Termination***

**7.1.** This Contract shall become effective on the date when the amount of the Base Payment defined by clause 2.8 hereof is credited to the Contractor's account and shall be valid for the entire period required by the Contractor to provide Services to the Customer hereunder.

**7.2.** This Contract may be early terminated at the written request of one of the Parties only in case of violation by the Customer or Contractor of the terms hereof.

**7.3.** In the event of circumstances resulting in the termination hereof, the Parties shall make appropriate settlements for the Services provided or not provided.

## ***8. Liability of the Parties***

**8.1.** In case of poor quality of Legal Services provided by the Contractor, which resulted in negative consequences for the Customer, the Contractor shall independently correct the errors.

**8.2.** In case of violation by the Customer of terms of payment for the Services provided by the Contractor hereunder and specified in paragraph 4.1.1.1 hereof, this Contract shall be automatically terminated and the Contractor shall not be obliged to further comply with the terms hereof and provide the Services to the Customer until the payment for Services actually rendered has been made. In case of violation by the Customer of paragraph 6.1.2 hereof, any claims of the Customer to the Contractor shall not be valid, which is confirmed by the Customer by signing this Contract on the terms specified herein.

## ***9. Final Provisions.***

**9.1.** This Contract is made in accordance with the current legislation of Ukraine, is a public offer contract which provides for the terms of acceptance by the Customer of a public offer, and cannot be changed unilaterally after the acceptance of this Contract by the Customer.

**9.2.** This Contract shall become effective only after confirmation by the Contractor of acceptance by the Customer resulting in crediting the amount of money specified in clause 2.8 hereof.

  
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9.3. Issues arising from fulfillment hereof and not regulated by this Contract shall be governed by the current legislation of Ukraine.

9.4. All disputes and disagreements arising in relation to this Contract or in connection with its fulfillment or interpretation of its conditions, the term or termination hereof shall be primarily settled through negotiations between the Parties.

9.5. If the Parties fail to resolve such dispute or disagreement within 30 days from the date of its occurrence, such dispute or disagreement shall be resolved in court at the Contractor's actual place of business, in accordance with the requirements of the current legislation of Ukraine.

#### 10. Contractor's Details and Bank Account.

##### 10.1. Contractor:

Company name:	<b>Monarch Business Consulting LLC.</b>
Director:	<b>Volodymyr Hennadiiovych Solohub</b>
<b>EDRPOU:</b>	<b>42337452</b>
Company's Bank Account:	<b>26000055359743</b>
Name of the Company's Bank:	<b>JSC CB "PrivatBank»</b>
<b>SWIFT Code</b> of the Company's Bank:	<b>PBANUA2X</b>
Company's address:	<b>21001, Ukraine, Vinnytsia, Timiriazieva St., 23</b>
<b>IBAN Code</b> of the Company:	<b>UA19302689000026000055359743</b>
Correspondent Bank account:	<b>001-1-000080</b>
<b>SWIFT Code</b> of the Correspondent Bank:	<b>CHASUS33</b>
Correspondent Bank:	<b>JP Morgan Chase Bank, New York, USA</b>
<b>or</b>	
Correspondent Bank account:	<b>890-0085-754</b>
<b>SWIFT Code</b> of the Correspondent Bank:	<b>IRVT US 3N</b>
Correspondent Bank:	<b>The Bank of New York Mellon, New York, USA</b>
Principal phone numbers:	<b>+38 (098) 050-50-37 ; +38 (093) 050-50-37</b>
Company's e-mail:	<b>monarch@musa.in.ua</b>
Official web page:	<b>musa.in.ua</b>
Official Facebook:	<b>@musaofficial.in.ua</b>
Official Instagram:	<b>@musa.in.ua</b>



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