

PUBLIC OFFER AGREEMENT ON INFORMATION AND CONSULTING SERVICES PROVIDING

This Agreement is a Public Offer Agreement on information and consulting services providing (hereinafter - the "Offer Agreement") and is a public offer (public offer) of "BUSINESS BRAINS SYSTEMS LLC" represented by Director Pashko Olena Dmytrivna, acting on the basis of the Charter, hereinafter referred to as "Executor ", which contains all the essential conditions for the provision of information and consulting services by concluding an Public Offer Agreement with any individual or legal entity that has accepted the public offer, hereinafter referred to as "Customer", hereinafter referred together to as "Parties", in accordance with applicable law of Ukraine.

According to Art. 641 of the Civil Code of Ukraine, the Executor by publishing this Offer Agreement on the Executor's website <https://bbsystem.com.ua> (hereinafter - the website) announces a proposal for the conclusion of the Offer Agreement, hereinafter - the Proposal, (according to Articles 633, 634 of the Civil Code Code of Ukraine), the terms of which are defined below in the text and can be accepted by the Customer only after careful study of this text and terms.

1. DEFINITION OF TERMS

This Agreement is a Public Offer Agreement which is published on the Internet at: <https://bbsystem.com.ua> and is concluded by joining a natural or legal person to the terms of this agreement (acceptance of the offer) for the provision of information and consulting services.

Executor - "BUSINESS BRAINS SYSTEMS LLC", represented by the director Pashko O.D., acting on the basis of the Charter, and offers a public offer.

Customer - a natural person (adult or legal representatives of the child: parents (adoptive parents) or guardians - if the Customer is not an adult) and/or a legal entity that has accepted the terms of the Public Offer Agreement.

Acceptance of the offer is full agreement with the terms of the offer, by performing the actions specified in paragraph 2.5 of the Offer Agreement;

Website is a site on the Internet where the Public Offer Agreement is published and which is located at: <https://www.bbsystem.com.ua>.

Services - an event or series of events during which the Executor provides information and / or consulting services to the Customer.

2. ACCEPTANCE OF THE OFFER AGREEMENT:

2.1. This Agreement is also considered an agreement of accession or acceptance within the meaning of Part 1 of Art. 634 of the Civil Code of Ukraine, the terms of which are set by one of the parties in the forms or other standard forms, which can be concluded only by joining the other party to the proposed Agreement as a whole. The other party cannot offer its terms of the Agreement.

2.2. Any natural or legal person has the right to accept the offer or join the agreement.

2.3. The terms of the agreement set forth in this Public Offer are binding on all parties to the Agreement - the Executor and the Customer. Accession to the Agreement takes place under the conditions set out in the Agreement. The Customer may not offer the Executor its terms of the Agreement. According to the provisions of Art. 633, 641 of the Civil Code of Ukraine, the terms of the public offer and the public Agreement are the same for all customers.

2.4. Before joining the Agreement, the Customer is obliged to read the terms of the Agreement. If the Customer does not agree with the terms of such Agreement, he is not entitled to take actions aimed at concluding and executing the Agreement.

2.5. Acceptance of the Offer (joining the Agreement) is carried out by the Customer by performing actions that indicate his desire to enter into the Agreement, which in the text of this Agreement means the implementation of full or partial payment for the Executor in the manner prescribed by this Agreement.

2.6. The date of conclusion of the Agreement is the date of payment of the first payment.

2.7. The Agreement, which is concluded by the Customer with the acceptance of the public offer, has legal force in accordance with Art. 642 of the Civil code of Ukraine and is equated to the written Agreement.

3. SUBJECT OF THE AGREEMENT

3.1. In accordance with the terms of this Agreement, the Executor undertakes to provide information and consulting services during its term, and the Customer - accepts these services and pays for them in accordance with the terms of this Agreement.

3.2. The list and cost of the Services provided by the Executor, as well as other necessary information are specified on the website of the Executor, posted on the Internet at: <https://www.bbsystem.com.ua>.

3.3. The Agreement and price list (Prices) are official documents and are published on the Executor's website.

4. PROCEDURE FOR CONCLUSION OF THE AGREEMENT

4.1. This Agreement is a Public Offer Agreement, according to which the Executor undertakes to provide the Services to an indefinite number of persons (Customers) who have applied for these Services.

4.2. Publication (posting) of the text of this Agreement on the Executor's website is a public proposal (offer) of the Executor to an indefinite number of persons to enter into this Agreement.

4.3. The conclusion of this Agreement is made by joining the Customer to this Agreement, i.e., accession (acceptance) by the Customer of the terms of this Agreement offer in full, without any conditions, changes.

4.4. The fact of confirmation of the conclusion of the Public Offer Agreement by the Customer of services is the payment to the current account of the Executor and/or payments otherwise agreed by the Parties of this Agreement.

5. RIGHTS AND OBLIGATIONS OF THE EXECUTOR

5.1. The Executor is obliged to:

5.1.1. Provide Services qualitatively and in full during the period of services.

5.1.2. Provide Services in person or with the involvement of another individual (representative of the Executor).

5.1.3. In case of impossibility to fulfill its obligations in accordance with the terms of this Agreement, notify the Customer in a timely manner, as well as take appropriate action to eliminate obstacles to the fulfillment of obligations under this Agreement.

5.1.4. Publish information on the website about changes in the price, duration, structure of the Services, other conditions of their provision, as well as about changes in bank details, etc.

5.1.5. The Executor is obliged to provide the Customer with all information materials in cases where such materials are provided.

5.2. The Executor has the right to:

5.2.1. Not to provide the Services or terminate the provision of the Services to the Customer in case of violation by him of the requirements stipulated by this Agreement (including the terms of payment for services), as well as in other cases established by the legislation of Ukraine.

5.2.2. Amend and supplement this Agreement and its Annexes without prior agreement with the Customer, while ensuring the placement of changes and additions on the website of the Executor.

6. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

6.1. The Customer is obliged to:

6.1.1. Pay for the Services provided in accordance with the terms of this Agreement.

6.1.2. Monitor changes in information published on the website.

6.1.3. Comply with the regulations of consultations and requirements established by the Executor.

6.1.4. Do not disclose to third parties confidential information and data provided by the Executor during the performance of this Agreement without the prior written consent of the Executor.

6.2. The Customer has the right to:

6.2.1. Require the Executor to provide quality services in accordance with the terms of this Agreement.

6.2.2. Receive the necessary and reliable information and services provided by the Executor.

7. COST OF SERVICES AND PAYMENT PROCEDURE

7.1. The cost of the Executor's services under this Offer Agreement is determined in accordance with item 3.3. of this Agreement. The price may change in the case of special promotions that provide discounts and bonuses. Current price information is available on the website in the Prices section.

7.2. The Customer pays for the Executor's services under this Offer Agreement by transferring funds to the Executor's current account in any convenient way specified on the website in the Payment section.

7.3. The cost of services provided by the Executor is set on the basis of filling in the Customer "Service Order Form" on the website <https://www.bbsystem.com.ua>.

7.4. The Customer pays for the Executor's services based on his needs for them, according to the invoice issued by the Executor (at the request of the Customer), or on the basis of this Agreement. After performing the services, the Executor shall issue a relevant act on the performed services at the request of the Customer.

7.5. Terms and conditions of payment for each individual service are specified on the Executor's website in the Prices section.

7.6. The date of proper performance by the Customer of the obligations to pay for the Services (date of payment) will be the date of crediting funds to the current account of the Executor and/or payment otherwise agreed by the Parties to this Agreement, which are specified on the website.

7.7. The costs connected with the transfer of funds may be borne by both the Executor and the Customer, depending on the chosen by the Customer form of payment.

7.8. The Executor and the Customer may not sign the acts on the performed services, unless required by the Customer. Payment by the Customer for the Services is a confirmation of their quality.

7.9. In case of impossibility to provide the Services due to a non-working holiday, the cost of the Services paid for by the Customer but not provided by the Executor shall be transferred to another time agreed with the Executor.

7.10. The Executor has the right to change the prices of its services depending on the inflation rate in the country and for other reasons.

7.11. The Executor has the right to unilaterally change the schedule and mode of operation.

8. RESPONSIBILITY OF THE PARTIES

8.1. The guilty party shall be liable for non-performance or improper performance of its obligations under this Public Offer Agreement in accordance with the current legislation of Ukraine.

8.2. The Executor shall not be liable for lost or left unattended things of the Customer.

8.3. The Customer is materially responsible for damage to the equipment and property of the Executor.

9. FORCE MAJOR CIRCUMSTANCES

9.1. Neither party shall be liable for full or partial non-performance of its obligations if the non-performance is the result of floods, fires, earthquakes and other natural disasters, war or hostilities arising after the conclusion of the Agreement. The parties are also exempted from liability for non-performance or improper performance of obligations by the prohibition to perform actions that consist of the content of the obligations and come from the relevant state bodies.

9.2. If any of these circumstances directly affected the performance of the obligation within the period specified in the Agreement, this period is proportionally postponed for the duration of the relevant circumstance.

9.3. The party which had no possibility to fulfill the obligation must immediately (but not later than 10 (ten) days from the date of their occurrence and termination) notify the other party in writing of the occurrence, the expected validity and termination of the above circumstances. Failure to notify or untimely notice shall deprive the party of the right to refer to any of the above circumstances as a ground for exempting from liability for non-performance or improper performance of the obligation.

10. DISPUTE PROCEDURE

10.1. Disputes and disagreements that may arise in the implementation of this Agreement shall be settled through negotiations between the Parties.

10.2. Disputes on which the Parties do not reach an agreement shall be considered in court in accordance with the procedure established in accordance with the current legislation of Ukraine.

11. OTHER CONDITIONS

11.1. All information related to the implementation of this Agreement is confidential.

11.2. This Agreement shall enter into force upon acceptance (offer) and shall remain in force until the Parties have fully fulfilled their obligations.

11.3. This Agreement may be terminated earlier on the consent of the parties, as well as at the initiative of one of the parties in case of non-compliance by the other Party with the terms of this Agreement.

11.4. In cases not provided for in this Agreement, the parties shall be governed by the current legislation of Ukraine.

12. BANK DETAILS OF THE EXECUTOR

BUSINESS BRAINS SYSTEMS LLC
COMPANY CODE 41943995
128-A Sumska Street, Kharkiv 61023, Ukraine
IBAN: UA893808050000000026008596224 at
Raiffeisen Bank Aval JSC, MFO 380805
Director Olena Pashko