

## PUBLIC AGREEMENT ON RENDERING SERVICES

The Client, hereinafter referred to as the "Client", on the one hand, and FOP Morozov Anton Vladymyrovych, owner of the site [www.xiruim-farm.net](http://www.xiruim-farm.net), hereinafter referred to as the "Contractor" acting on his behalf, on the other hand, entered into this agreement as the following:

### 1. GENERAL PROVISIONS

1.1. This Agreement is developed in accordance with the current legislation of Ukraine, in particular, the Civil Code of Ukraine, the Law of Ukraine "On Consumer Protection", other legislation.

1.2 This Agreement regulates the relationship regarding the provision of rendering by the farm to clients of the rendering service. In accordance with the terms of this Agreement, the Client orders and receives on a paid basis, and the Contractor provides the Client with a rendering service and other additional xiruim-farm services. The Agreement is considered to be agreed and concluded by the Client to perform actions that indicate consent to comply with the terms of the Agreement, without signing a written copy by the Parties. The actions that indicate the agreement to comply with the terms of the Agreement and the agreement to receive the Services on the terms set by the Contractor are the beginning of the client's work with the farm.

1.3 By concluding the Agreement, the Client automatically agrees to the full and unconditional acceptance by the Client of the provisions of the Agreement.

1.4 The Agreement is public and indefinite and is valid until its termination by either Party in the manner prescribed by this Agreement.

1.5 The terms of the Agreement are determined by the Contractor independently in accordance and in compliance with the requirements of current legislation of Ukraine. The terms of the Agreement may be changed by the Contractor with mandatory notification to the Client on the farm render website. In case of disagreement of the Client with the changes made to the Agreement, the Client has the right to terminate the Agreement in accordance with the procedure set in point 9.3 of this Agreement. Failure of the Client to terminate the Agreement within one period and continue to use the Services indicates the Client's consent to the amendments to the Agreement.

1.6 When making changes to this Agreement, the Contractor shall post notifications of such changes on the Render Farm Site at least 10 (ten) calendar days before the changes take effect, except for cases for which the Agreement sets a different term and / or procedure for notification changes, as well as cases in which the Contractor is not obliged to notify the client of changes. In this case, the Contractor guarantees and confirms that the current version of the text of this Agreement posted on the Farm Render Site is valid.

1.7 The obligatory condition for providing the Client with the Services is that the Contractor has the technical ability to provide the Client with the ordered Services.

1.8 The parameters of the Services provided to the Client are determined by the terms of the tariff plan.

### 2. TERMS AND DEFINITIONS OF THE AGREEMENT

**Rendering services** - services related to the rendering on a computer of information provided by the Client;

**Tariffs** - normative act of rendering the farm in the wording in force for the period of provision of relevant services, which determines the list, description, cost of services provided by the rendering farm;

**Additional services** - services or works provided to the Client for an additional fee;

**Invoice** - a settlement document that indicates the amount of payment according to current tariffs and relevant services for which payment is made;

### **3. SUBJECT OF THE CONTRACT**

3.1. The Contractor undertakes to render the materials provided by the Client and submit the results in electronic form in accordance with the Client's requirements, and the Client undertakes to pay the Contractor remuneration for work performed in the manner and within the time limits provided by this Agreement.

### **4. SETTLEMENT PROCEDURE**

4.1. Remuneration of the Contractor is set based on the act of work performed, the current tariffs of the Contractor for the provision of services.

4.2. Upon completion of the works and signing of the relevant act, the Client shall, within five banking days, transfer to the Contractor the amount of 100% of the total value specified in the act.

### **5. PROCEDURE FOR SUBMISSION AND ACCEPTANCE OF WORKS**

5.1. Delivery of the performed works is carried out in the terms determined by item 7.2.

5.2. In case of early performance by the Contractor, the Client is obliged to accept and pay for these works under the terms of this agreement.

5.3. The signing of the Completion Act by the Contractor and the Client is the basis for agreement for the amount of the Act.

5.4. In cases it is not provided within this agreement, property liability is determined in accordance with current legislation of Ukraine.

### **6. RIGHTS AND DUTIES**

6.1. The client has the right to:

6.1.1. for timely and high-quality rendering service;

6.1.2. to receive free of charge from the Contractor comprehensive information on the content, quality, cost and procedure for providing rendering services;

6.2. The Contractor is obliged to:

6.2.1. comply with the terms of this Agreement, provide rendering services and comply with applicable law;

6.3. The Parties undertake to maintain the confidentiality of information received from each other or known to them during the performance of this Agreement, not to disclose or disclose in general or in particular information to any third party without the prior written consent of the other Party. These requirements do not apply to cases of disclosure of confidential information at the request of authorized organizations in cases provided by law. However, even in this case, the Parties are obliged to agree with each other on the scope and nature of the information provided.

### **7. CONTRACT TERM**

7.1. This Agreement shall enter into force on February 1, 2022 for all customers who are in this contractual relationship with the Contractor for the provision of services. All previous oral and written agreements lose their force.

7.2. Terms of performance of works under this contract are established in the form of the order and are calculated from the moment of providing by the Customer of all materials necessary for performance of works.

7.3. Terms of performance of works or its separate stages can be changed by mutual agreement of the parties and issued by the bilateral act.

### **8. SETTLEMENT OF DISPUTES**

8.1. All disputes and disagreements that may arise between the parties on issues that have not been resolved in the text of this agreement will be resolved through negotiations in accordance with current legislation of Ukraine.

8.2. If disputes are not settled in the course of negotiations, disputes shall be resolved in court in accordance with the procedure established by the current legislation of Ukraine.

## **9. TERMINATION OF THE AGREEMENT**

9.1. In case of termination of this Agreement at the initiative and / or fault of the Client (except for the case specified in clause 10.1), the Client undertakes to compensate the Contractor for all damages caused to him.

9.2. In case of delay by the Contractor for more than 30 (thirty) working days, the Client has the right to unilaterally terminate this Agreement by sending a written notice to the Contractor.

9.3. In other cases, the termination of this agreement is carried out in the manner prescribed by applicable civil law.

## **10. FORCE MAJEURE**

10.1. The parties shall be released from liability for non-performance or improper performance of their obligations in the event that such non-performance or improper performance occurred due to force majeure. Force majeure includes fires, earthquakes, other natural phenomena, natural disasters, actions of third parties, adoption of acts of state bodies and other circumstances independent of the Parties, which prevent timely, complete and proper fulfilment by the Party of its obligations under this Agreement.

10.2. In the event of force majeure, the Party under its influence shall notify the other Party within 5 days of the occurrence of such circumstance or from the moment such party has the opportunity to notify the other Party of the occurrence of the circumstance. After the cessation of force majeure, the Party under its influence shall notify the other Party of such cessation within 5 days from the end of the force majeure or from the moment such Party has the opportunity to notify the other Party of the cessation of the force majeure.

10.3. If the insurmountable circumstances continue for more than 30 working days, the Parties shall be released from liability for fulfilment of obligations under this Agreement and shall not be liable to each other for material and financial liability caused by breach of obligations of the Parties.

## **11. FINAL PROVISIONS**

11.1. In everything else that is not provided by the contract, the parties are guided by the current civil legislation of Ukraine.

11.2. Any changes and additions to this agreement are valid, if they are provided and made in writing and signed by the parties or duly authorized representatives of the parties.