

PUBLIC CONTRACT (OFFER)
for the development, modification or support of computer software

This document (hereinafter referred to as the “Offer”) is an official, public offer of **VMK GROUP UA LLC** (hereinafter referred to as the “Contractor”) to enter into an agreement (hereinafter referred to as the “Agreement”) on the terms and conditions specified below.

VMK GROUP UA LLC means a legal entity with the register number 44862102, registered under the laws of Ukraine and located at: Ukraine, 10002, Zhytomyr region, Zhytomyr city, 54, Universytetska str., apartment 2.

The proposal to sign the Agreement is addressed to an unlimited number of individuals and legal entities that are residents of Ukraine or the United Arab Emirates (hereinafter referred to as the “Customer”).

The relations between the Parties shall be governed by this Agreement and the provisions of the substantive law of Ukraine.

1. SUBJECT OF THE CONTRACT

1.1. The Agreement is a public agreement within the meaning of Article 633 of the Civil Code of Ukraine, and the person who accepts the offer (public offer) to conclude the Agreement (accepts) becomes the Customer in accordance with Article 642 of the Civil Code of Ukraine, Article 11 of the Law of Ukraine “On Electronic Commerce” and the terms of this Agreement.

1.2. On the terms of this Agreement, the Contractor shall provide the Customer with services for the development, modification or support of computer software, hereinafter referred to as the ‘Services’, in accordance with the tariffs for the work of the Contractor's specialists specified in this Agreement.

1.3. By signing this Agreement, the Parties agree that the detailed Statement of Work (hereinafter referred to as the ‘SOW’) shall be binding on the Parties and shall be incorporated into this Agreement by reference from the date of conclusion of such Statement of Work. The form and procedure for concluding such SOW shall be agreed upon by the Parties.

1.4. Under this Agreement, the Contractor shall act as an independent contractor engaged in providing services to its business clients and, in particular, to the Customer. The Contractor and its employees and/or subcontractors are not agents or legal representatives of the Customer for any purpose and have no authority, express or implied, to represent or bind the Customer. Nothing contained in this Agreement shall be construed as the establishment of a joint venture or partnership between the Contractor and the Customer, as a form of business organization.

1.5. The terms and conditions are the same for all persons who have decided to accept the terms of this Agreement.

1.6. Contractor may subcontract or in any way delegate any or all its obligations under this Agreement to any third party without the written consent of the Customer.

1.7. In case the Services or any part thereof are provided by a third party, the Contractor shall ensure that such third party is obliged to fulfill the terms and conditions at least equivalent to the applicable terms and conditions of this Agreement.

1.8. The Agreement is an electronic agreement within the meaning of Article 3 of the Law of Ukraine “On Electronic Commerce”, is concluded using available information and telecommunication systems and cannot be invalidated due to its execution in electronic form.

1.9. This Agreement in paper form may be provided at the request of the Customer, and may also be printed by the Customer independently from the Contractor's website at the link <https://vmk-group.com/>.

The Parties have agreed that, if necessary exchange paper copies of documents, for which the party sending such documents shall pay, including for sending documents outside Ukraine by means of international courier services agreed by the Parties.

1.10. Each of the Parties warrants and confirms that its ultimate beneficial owner, member or participant (shareholder) with a share in the authorized capital of 10 percent or more is not the Russian Federation, a citizen of the Russian Federation or a legal entity established and registered in accordance with the laws of the Russian Federation. A Party shall notify the other Party of the occurrence of the circumstances specified in this clause no later than 3 (three) business days. In case of failure to fulfill this obligation, such Party shall

bear all negative consequences related thereto, including sanctions from state authorities, inability to receive timely payment, etc.

1.11. The Parties confirm that in fulfilling their obligations under the Agreement, their contractors and affiliates:

A) do not fulfill, including in a compulsory monetary and other obligations, including in a compulsory manner, (collectors) under which the Russian Federation or such persons are creditors (collectors) Federation or such persons (hereinafter referred to as persons associated with the aggressor state), namely:

aa) citizens of the Russian Federation;

ab) legal entities established and registered

in accordance with the laws of the Russian Federation;

B) The Parties confirm that neither they nor their

affiliates, contractors do not violate the moratorium on cooperation with the aggressor country and do not make any payments, provide any services, perform any work in favor of Russians, Russian companies, as well as Ukrainian companies in which the ultimate beneficial owner or owner of a share of 10 percent or more is the Russian Federation, a citizen of the Russian Federation or a Russian company.

1.12. The Parties are aware and assure each other that the provisions of this Agreement do not contain any discriminatory provisions and do not in any way limit economic competition in the markets in which each of the Parties operates. The Parties confirm that the fulfillment of the terms of this Agreement shall be carried out solely in the commercial interests of the Parties.

1.13. In fulfilling their obligations under this

The Parties, their employees or authorized persons shall not pay, offer to pay or authorize the payment of any money or valuables, directly or indirectly, to any person to influence the actions or decisions of such persons in order to obtain any unlawful advantage or other unlawful purpose.

2. THE PROCEDURE FOR ACCEPTING THE OFFER

2.1. Providing the text of this offer to the Customer, as well as posting the text of the offer on the Contractor's website at the link <https://vmk-group.com/> is the Contractor's offer to conclude this Agreement on the specified terms.

2.2. This Agreement is concluded on the terms of the contract of adhesion (Article 634 of the Civil Code of Ukraine) and is considered concluded from the moment of acceptance of the public offer.

The offer may be accepted (accepted) by any individual or legal entity that is interested in receiving the Services provided by the Contractor and is a resident of Ukraine or the United Arab Emirates.

2.3. By accepting the public offer to enter into such Agreement, the Customer confirms that he/she fully accepts its terms and conditions.

In case of disagreement of the Customer with all or some provisions of this Agreement, the Agreement shall not be concluded.

2.4. The Customer accepts the offer by: performing conclusive actions - paying for the Contractor's Services on the terms and conditions specified in this Agreement.

2.5. Acceptance of this Offer means that the Customer fully accepts all the terms and conditions contained in the Offer as a whole (i.e. in full and without exception).

2.6. By accepting the Contractor's offer (public offer), the Customer agrees to all the terms of this Agreement and confirms that he understands the content of the Agreement and the legal consequences of its conclusion.

2.7. Confirmation of the conclusion of the Agreement shall be a receipt, check, payment order, other payment document (in electronic and/or paper form) certifying the fact of payment for the Services that are the subject of the Agreement in accordance with the requirements of the legislation of Ukraine, unless otherwise agreed by the Parties.

3. TERMS OF SERVICE

3.1. If the Customer requires the Services from the Contractor, the Customer shall send a relevant request with the subject of a potential order, and if the Contractor agrees to provide such Services, he shall send a draft of the Terms of Reference for approval by the Customer (in particular by e-mail).

3.2. The SOW shall contain a description of the Services to be provided and the commercial terms and conditions under which they will be provided, including, but not limited to, price information, the amount of the remuneration, the timeframe for completion and any required Deliverables.

The SOW shall be binding on the Parties only if it is signed by both Parties. For the sake of clarity, the Contractor shall not proceed with the provision of any Services in accordance with the SOW unless the SOW is signed by both Parties.

The terms and conditions contained in any SOW shall supersede the terms and conditions contained in this

Agreement only for that particular SOW.

Each SOW and SOW Amendment shall specify the personnel/specialists (unless otherwise agreed by the parties), Services and/or deliverables of the Services (the 'Deliverables') to be provided by the Contractor to the Customer.

3.3 The Services are provided remotely via the Internet.

Under no circumstances shall the Contractor be liable for:

- a) the performance of the Services results in combination with other software and hardware from other manufacturers than those specified in the relevant SOW.
- b) modification or deletion of the results of the Services by the Customer or third parties; and
- c) the patentability or copyright registration, commercial applicability and effectiveness of the results and/or Services.

3.4 The term for the provision of the Services may be determined by the Parties by correspondence by electronic means

3.5. Cooperation between the Parties under this Agreement is based on the principles of equality, legality, mutual assistance, consideration of mutual interests, confidentiality of information obtained in the course of cooperation.

3.6. In case of online provision of the Services, the Customer has no right to transfer its login and password to third parties and is fully responsible for their safety, choosing the method of storage. Unless the Customer proves otherwise, any actions taken using his/her login and password shall be deemed to be committed by the Customer with all the consequences that follow.

3.7. The Customer is responsible for keeping his/her password confidential. If the Customer discovers facts of unauthorized access to his account, he undertakes to notify the Contractor of this circumstance as soon as possible.

3.8. The Contractor shall never require the Customer to provide any bank card number or pin code. In the event of such requests (on the website / pages in social networks or in the form of electronic messages), the Customer should immediately notify the Contractor and take measures to save their data.

3.9. If, prior to the start of the Services, the Contractor encounters any difficulties that may prevent full and timely provision of the ordered

Services, the Contractor shall immediately notify the Customer of such difficulties.

After that, the Customer or the Contractor has the right to cancel the order for the relevant Service free of charge.

4. METHOD OF PAYMENT

4.1 The prices for the Services purchased under this Agreement are based on the Price List and are as follows:

<i>№</i>	<i>Level of specialist involved in the provision of the Services*</i> <i>* the decision to engage is made solely by the Contractor</i>	<i>The amount of the Contractor's one-time remuneration for the result of the Services rendered, USD</i>
1	Junior level specialist (up to 2 years of experience in the relevant field)	3500 USD
2	Middle level specialist (up to 5 years of experience in the relevant field)	5000 USD
3	Senior level specialist (more than 5 years of experience in the relevant field)	7000 USD

4.2. Payments for the Services are made by transferring money to the Contractor's account or through online payment systems used by the Contractor.

4.3. Payment for the Services shall be made either in the national currency of Ukraine - hryvnia or in US dollars - at the Customer's choice.

In order to convert the local currency of the Customer, if necessary, the Parties shall apply the exchange rate established by the by the National Bank of Ukraine on the day when the first time the relevant payment is due.

4.4. After full or partial payment, the funds shall not be refunded. If the Customer has paid an advance payment (if provided for by the terms of payment), which is part of the payment for the Services, and has not made the remaining payment, the amount of such security payment shall not be refunded to the Customer.

4.5. The Customer may not demand a reduction in the cost of the Services or a refund if he/she has not used the result of the Services provided. From the moment the Services are performed, the Customer acknowledges the loss of the right to a refund.

4.6. The Customer may receive a discount for the Services.

The terms of the discount for the Services may be communicated to the Customer through advertising materials, e-mail or electronic communication channels (Skype, Viber, Telegram, etc.).

4.7. The Services shall be deemed paid upon receipt of funds to the current account of the Contractor. The Contractor shall inform the Customer of the receipt of payment by e-mail or electronic communication channels (Skype, Viber, Telegram, etc.) indicating the date of payment.

4.8. The Contractor shall not change the price of the Service paid by the Customer.

4.9. In case of impossibility or refusal to use the Contractor's Services, the payment made by the Customer for the Services shall not be refunded, and the Customer shall lose the right to a refund, which is realized by the Customer when entering into this Agreement.

4.10. For acceptance of the Services and their results, the following may be prepared an official acceptance certificate may be prepared and signed by both Parties within 5 (five) calendar days from the date of receipt of the certificate. If the Customer does not sign and return the official acceptance certificate (provided by the Contractor) and does not provide a reasonable refusal to sign it by the time specified in this clause, the Services shall be automatically deemed to have been provided properly in accordance with this Agreement, and such acceptance certificate shall be deemed signed by the Parties from the moment of its signing by the Contractor unilaterally, which the Contractor shall make a corresponding note in such acceptance certificate.

4.11. All amounts payable under this Agreement shall be paid without regard to any deductions and withholdings, including, but not limited to, all bank commissions, VAT payable in the territory of which the Customer is a resident, income tax received by the Customer or the Contractor as non-resident in the territory of the Customer's country, unless deduction or withholding is required by law.

If such deduction or withholding is required by law, the Customer shall cover it and pay to the Contractor the amount that it would have received without any such deduction or withholding.

4.12. If the Customer fails to pay the invoice within the period agreed by the Parties by means of electronic communication, the Contractor shall have the right to suspend all further actions for number of business days equal to the number of

of calendar days of the Customer's arrears of its obligations, by notifying the the Customer by e-mail. Such extension of the term shall not constitute a breach of the Agreement on the part of the Contractor, and shall last until full payment is made and does not require the signing of an additional agreement. For the Customer's delay in payment, the Contractor shall charge an interest of 0.5% of the unpaid amount per day. If the penalty has not been imposed, it shall not be paid.

5. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

5.1. The Customer undertakes to cooperate with the

the Contractor within the limits reasonably

necessary for the provision of the Services by the Contractor, including, but not limited to, providing

- timely provision of such information, access and

assistance reasonably required by the Contractor, necessary to fulfill the obligations of the of the Contractor;

- fulfillment of any obligations or duties expressly undertaken by the Customer and fulfillment of any such obligations and duties with the help of properly qualified, trained personnel and appropriate resources;

- not to attempt to establish contact with the

the specialist without the Contractor's mediation, except in cases expressly provided for in the Agreement;

- not to transfer without the written consent of the Contractor to other organizations information about the specialists provided by the by the Contractor in accordance with this Agreement;

5.2. Independently familiarize yourself with the terms of the Agreement posted on the Contractor's website at <https://vmk-group.com/>.

5.3. Provide accurate and complete information necessary for the conclusion and execution of the Agreement.

5.4. All rights to the site and any working materials of the Contractor belong to the Contractor, including, but not limited to, texts, photos, images, videos, logos, graphics, sounds. The information materials or parts thereof received by the Customer as a result of the provision of the Services under this Agreement are

subject to the following restrictions: their use is limited by the Customer's obligation not to reproduce, repeat or copy, not to sell, and not to use the materials for any other purpose than for the purposes of performing this Agreement, and not to transfer access to the received materials to third parties. The Customer shall have the right to refuse to provide such materials at any time.

5.5. The Customer has the right to receive information about the payments made and the status of mutual settlements at any time.

5.6. By concluding the Agreement on the terms of this Offer, the Customer grants the Contractor the right to: a) collect, store and process, and destroy the Customer's personal data; b) send the Customer messages, e-mail and SMS; c) inform the Customer about new products, services and services provided by the Contractor; d) send messages of an advertising and informational nature, including about goods and services provided by partners (with the possibility to refuse to receive such messages).

5.7. By concluding the Agreement, the Customer confirms that he/she has been notified and familiarized (without additional notice) with the rights of the personal data subject established by the Law of Ukraine "On Personal Data Protection", the purpose of processing personal data, the composition and content of the collected personal data, as well as the conditions of access to personal data of third parties in accordance with the Privacy Policy, which is available on the Contractor's website at <https://vmk-group.com/>.

6. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

6.1. The Contractor shall provide the Services under the terms of this Offer.

6.2. The Contractor also undertakes to:

(a) Provide the Services at a highly professional

level, with a high level of skills and diligence

in accordance with all laws, rules and regulations.

(b) Not to disclose the Confidential Information as set forth in Section 12 of this Agreement.

(c) Provide to the Customer, upon the Customer's request, information on the progress of the Services in oral or electronic (digital) form (reports) as of the date of such request.

(d) Comply with any dates or time limits for the provision of the Services timeframes for the provision of the Services determined by the Parties.

e) Inform the Customer about the circumstances that threaten the quality of the results or the term of the Services agreed by the Parties no later than the next business day after the discovery of such circumstances, including as a result of compliance with the Customer's instructions or other circumstances that depend or do not depend on the Contractor.

6.3. The Contractor shall have the right to amend the Agreement by posting them on the Contractor's website at <https://vmk-group.com/> without special notice to the Customer. Such amendments shall come into force from the moment the amended terms are posted on the Contractor's website (unless the effective date of the amendments is specified additionally) at <https://vmk-group.com/>, and shall be deemed accepted by the Customer from the moment of the first payment for the Services made after the amendments.

In any case, the prepaid volume of Services cannot be changed downward.

6.4. The Contractor shall have the right to suspend the provision of the Services in case of untimely fulfillment by the Customer of its monetary obligations to pay for the Services. Such suspension shall not be deemed a breach of the Agreement by the Contractor.

6.5. The Contractor shall have the right to suspend the provision of the Services in whole or in part, in case of impossibility of providing the Services due to technical or other objective reasons.

7. RESPONSIBILITY OF THE PARTIES

7.1. In case of breach of obligations, provision of inaccurate information at the conclusion or in the course of performance of the Agreement, the Parties shall be liable as established by the current legislation of Ukraine.

7.2. The Contractor shall not be liable for:

- inability to provide the Services for reasons beyond his control, including force majeure, disruption of communication lines, malfunction of equipment and software not owned by the Contractor;
- breach of security of the equipment and software used by the Customer to receive the Services;
- loss of confidential information or part thereof, if the Contractor is not to blame;
- any losses of third parties that have arisen through no fault of the Contractor.

7.3. The Customer is responsible for:

- use by third parties of the credentials used to access the Services;
- use of the Results of the Services provided under this Agreement for the purpose of their further resale, distribution or transfer to third parties;
- violation of the terms of use of the Services;
- violation of payment terms;

7.4. Limitation of the Contractor's liability:

- the total liability of the Contractor for any claim or claim is limited to the amount of the cost of the purchased Service;
- in case of violation by the Contractor of the terms of provision of the Services, the Contractor's liability is limited solely to the extension of the terms of provision of the Services or the provision of the Services in a new time frame until the full fulfillment of obligations.

7.5. The Customer shall be liable for the violation of the Contractor's copyright and property rights established by the legislation of Ukraine.

7.6. In case the Contractor discovers the facts of the Customer's use of the Contractor's equipment, methods and techniques of providing the Services (which became known to the Customer in the process of receiving the Services under the Agreement) for the purpose of conducting similar activities, the Customer shall pay a fine in favor of the Contractor in the amount of twenty times the cost of the purchased Services for each case of violation.

7.7. In case of failure to provide the Services due to the fault of the Contractor, the Contractor shall refund the payment made to the Customer within 5 (five) calendar days on the basis of a written application of the Customer.

7.8. In case the Customer makes payment but does not receive the Services for reasons beyond the Contractor's control, such funds may be credited with the Customer's consent against future payments for the Services to be provided by the Contractor or shall be refunded at the Customer's request.

7.9. If payment systems are used to pay for the Contractor's Services, the payment infrastructure service provider shall be responsible for the correctness and timeliness of the transfer of funds, issuance of a receipt confirming payment to the Customer, as well as storage and processing of personal data and other information provided to initiate the transfer of funds in accordance with the procedure established by the legislation of Ukraine.

7.10. The Contractor shall not be liable for violation of the terms of the Agreement committed by it through the fault of the provider of intermediate services in the information sphere (telecommunications operators (providers), payment infrastructure service providers, registrars (administrators) assigning network identifiers, and other entities ensuring the transmission and storage of information using information and telecommunication systems).

7.11. Neither Party shall be liable to the other due to the offense, negligence, breach of legal duties or otherwise for any loss, damage, costs or expenses of any nature incurred by the other Party or its Affiliates (except for violations provided for in clause 12.8. of this Agreement):

- direct nature, where it is a loss of turnover, profit, business or goodwill; or
- of an indirect, consequential or punitive nature including any indirect or consequential economic losses or other indirect or consequential loss of turnover, profit, loss of enterprise value, business, goodwill or otherwise.

7.12. The Parties shall be released from liability for non-fulfillment or improper fulfillment of obligations under the Agreement if it was due to force majeure, i.e. extraordinary and unforeseen circumstances that arose after the conclusion of this Agreement, do not depend on the will of the Parties and are beyond their control, which include, in particular, but not exclusively hostilities, revolutions, coups d'état, natural disasters, man-made and other accidents, accidents in the power supply and communication system, strikes, lockouts, acts of sabotage and terrorism, decisions of state and local authorities, epidemics, pandemics, emergencies that make it objectively impossible to fulfill the terms of the Agreement (hereinafter referred to as "force majeure").

8. INTELLECTUAL PROPERTY RIGHTS

8.1. All intellectual property rights in any Deliverables first created in accordance with any SOW and to be delivered to the Customer in accordance with the SOW shall pass to the Customer upon full payment of the relevant invoice in accordance with the SOW.

8.2. The fee for the creation of the Intellectual Property and the transfer of exclusive rights arising from the Intellectual Property to the Customer shall be included in the remuneration for the provision of the relevant Services.

8.3. The trade name, logo and product names associated with each Party are trademarks of the respective Party and may not be used without the prior written consent of the other Party or otherwise than as expressly provided herein.

8.4. The Contractor may freely use its skills, know-how, and experience, as well as use and disclose any generalized ideas, concepts, methods, and techniques obtained or learned during the performance of the

Contract, without disclosing the Customer's confidential information.

8.5. The use of intellectual property by third parties is permitted only with the permission of the Contractor, except as provided by the laws of Ukraine.

9. TERM OF THE AGREEMENT

9.1. The Agreement shall come into force upon acceptance of the Offer and shall remain in force until the Parties have fulfilled all their obligations. The Agreement may be terminated early in cases expressly provided for in the Offer and the applicable laws of Ukraine.

10. DISPUTES AND THEIR RESOLUTION

10.1. All disputes arising from the performance of this Agreement shall be settled by the Parties through negotiations.

10.2. If disputes cannot be settled through negotiations, they shall be resolved in accordance with the applicable laws of Ukraine.

11. ELECTRONIC DOCUMENT FLOW

11.1. The Parties agree that an electronic message sent from the Party's email address and/or from a page on Instagram and Facebook expresses the Party's true will and intention to conclude, amend, or terminate a legal transaction in accordance with the meaning of a particular action specified in the Agreement.

The authenticity and reliability of a message sent by a Party shall be verified by comparing the sender's email address/social media page name with the address/name of the social media pages specified by the Customer or the Contractor as contact details.

11.2. Each Party shall ensure the preservation of its email/social network/other messenger account data and its inaccessibility to third parties.

11.3. If necessary, printouts of electronic messages certified by the Party that printed them shall be considered valid proof of the signing of the relevant documents.

11.4. Invoices and other documents in electronic form shall be accepted as primary accounting documents serving as the basis for settlements.

12. OTHER TERMS

12.1. The Offer shall come into force upon publication on the Contractor's website at <https://vmk-group.com/> and shall remain in force until the Offer is withdrawn by the Contractor.

12.2. The Contractor reserves the right to amend the terms of the Offer and withdraw the Offer at any time at its discretion.

12.3. If any of the terms of the Offer becomes invalid or contradicts the current legislation, such provision shall be replaced by a similar one that best reflects the original intentions of the Parties contained in the Offer.

The invalidity of individual provisions of the Offer shall not invalidate the Offer as a whole.

12.4. By concluding the Agreement on the terms of this Offer, the Customer gives its irrevocable consent to the processing of its personal data by the Contractor, namely to perform, including, the following actions: collection, systematization, accumulation, storage, clarification (updating, changing), use, for the purpose of providing Services and their payment. These actions may be performed using automated means.

12.5. The Contractor shall have the right to transfer the Customer's personal data, as well as the Customer's confidential information, to its employees, as well as to third parties involved by the Contractor in the provision of Services under the Agreement, solely for the purpose of organizing the provision of Services, while ensuring the proper storage of confidential information and personal data.

12.6. Thanks to the relationship established by this Agreement, the Customer and the Contractor may disclose to each other certain Confidential Information necessary for their respective personnel to provide the Services that are the subject of this Agreement.

Both Parties agree to consider and require their employees, agents, and subcontractors to treat any such information as confidential if it is identified as such. Neither Party shall disclose any such information to any third party, nor shall it make

public any reports, recommendations or other work product arising from this Agreement without the prior express approval of the other Party.

The Receiving Party shall have the right to disclose Confidential Information to the personnel of the receiving party's affiliated companies. Confidential Information shall not include information that

(1) has become publicly available without breach by the Receiving Party of any obligation to the Disclosing Party under this Agreement;

(2) became known to the Receiving Party

prior to the disclosure of such information;

(3) became known to the Receiving Party from a source other than the Disclosing Party in the absence of a breach of the confidentiality obligations provided for in this Agreement or an equivalent agreement;

(4) was disclosed to a third party without any confidentiality obligations;

(5) is required to be disclosed in accordance with the law, other government regulations, court decisions, or binding decisions of authorities, provided that such Party notifies the other Party in advance of such disclosure and notifies the relevant authority of its confidential nature; or

(6) was independently developed by the Receiving Party, provided that, in the event of a contested disclosure, the Receiving Party bears the burden of proving that the Confidential Information disclosed by the Disclosing Party is covered by one of the above exceptions.

12.6. The Receiving Party shall limit the use and dissemination of Confidential Information within the Receiving Party's organization exclusively on a "need-to-know" basis necessary for the provision of the Services (including the personnel of any affiliates of the Receiving Party) and shall not disclose Confidential Information to employees or agents who are not bound by confidentiality obligations substantially equivalent to those set forth herein.

12.7. The Customer hereby agrees to

(i) allow the Contractor to use the Customer's name and logo on the Contractor's website and in other marketing materials indicating

that the Customer is a client of the Contractor and its affiliates, and

(ii) publish any case studies related to the Customer

or any of its projects, as agreed with the Customer.

12.8. If the Receiving Party violates the terms of

this section, it shall be liable to the the Disclosing Party for all costs and damages incurred as a result of such breach. The Receiving Party shall fully compensate for any damages caused by its fault for the unlawful disclosure of Confidential Information, including lost profits. In the event of a breach of any of the terms of this Agreement, the Disclosing Party shall be entitled, at its sole discretion to take any or all of the following measures:

1) immediately terminate (cancel) unilaterally any or all agreements concluded between the Parties and recover a penalty of US\$50,000 (fifty thousand)

to be paid within 10 days of receipt of a relevant reasoned request;

2) recover documented damages in full in excess of the amount of the penalty, including actual damages, loss of production, lost profits, and loss of business opportunities;

3) to address, including publicly, including through the media or social networks, the Receiving Party and/or third parties with a notification of the unlawful disclosure and/or use of Confidential Information and/or with a demand to cease such disclosure or use;

4) apply to a court of any country with a request to secure an injunction or issue a court order against any existing violation, threat or attempt to commit such a violation, including a request to remove it from all sources, including the Internet or physical media containing Confidential

Information.

12.9. The Parties acknowledge that unauthorized

disclosure or use of Confidential

Information may result in irreparable damage that cannot be adequately compensated by damages. The Parties agree and acknowledge that monetary damages may be an inadequate remedy for any breach or threatened breach of this Agreement by the Receiving Party, and that the Disclosing Party shall be entitled to seek specific performance or injunctive relief (as applicable) as a remedy, in addition to any other remedies available at law or in equity.

12.10. The Receiving Party undertakes

to assist the Disclosing Party in any lawful manner and at the expense of the Disclosing Party to ensure the lawful prosecution of third parties for unauthorized use of Confidential Information.

12.11. "Confidential Information" means any information, however communicated or presented, relating to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel, and service providers of the Disclosing Party, together with all information derived by the Receiving Party from any such information and any other information clearly

identified by the Party as confidential

(whether or not marked as "confidential"), or which should reasonably be considered confidential.

12.12. Non-solicitation: The Customer shall not, directly or indirectly, offer employment to any personnel or subcontractors of the Contractor or its affiliates or enter into contracts with them; and the Customer shall not

assist (or instruct) a third party in hiring, contracting, or subcontracting any personnel or subcontractor of the Contractor or its affiliates without the specific prior written consent of the Contractor.

The Customer undertakes to compensate the Contractor for the amount of US \$50,000 (fifty thousand US dollars), payable within 10 days of receipt of a reasonable request in respect of each person hired, employed or engaged (directly or indirectly) in breach of this clause.

12.13. The Parties have mutually agreed on the provision of correspondence sent by technical means (e-mail, Skype, Zoom, WhatsApp, Google Meet, MS Teams - this list is not exhaustive) in writing, as well as the possibility of using it as evidence in court proceedings between the Parties.

13. CONTRACTOR DETAILS

VMK GROUP UA, LLC

Address: Ukraine, 10002, Zhytomyr region, Zhytomyr city, st. Pushkinska, building 54, apartment 2

E-mail: info@vmk-group.com

Bank details:

IBAN: UA 42 3204 7800 0002 6006 9249 2691 0

АБ “УКРПІАЗБА НК”

BIC 320478