

# **PUBLIC OFFER AGREEMENT**

## **FOR PROVIDING SERVICES**

### **1. GENERAL TERMS**

1.1. This document is an official offer (public offer) of the Limited Liability Company "CLEVERSTAFF", represented by the Director, Kurilo Vladimir Vasilevich acting on the basis of the Charter (hereinafter named as the "CONTRACTOR") and contains all the essential conditions for the provision of services in the field of information technologies.

1.2. In accordance with Articles 641, 642 of the Civil Code of Ukraine (CC of Ukraine), if all conditions below are accepted and the services are paid, the legal or private person that accepts this offer becomes the CUSTOMER (acceptance of the offer is equivalent on concluding the contract according to the conditions which are established in the offer).

1.3. Taking into account that the CONTRACTOR, in accordance with Article 633 of the Civil Code of Ukraine, provides services to ensure the use of the online system "CleverStaff" to any legal person, private person, that provides business activity without creating a legal person, or to private person, and the CUSTOMER after acceptance of the public offer (hereinafter named as the Offer) becomes the user of the services of the CONTRACTOR, the Parties agreed with the unconditional and implicit acceptance of the terms of this Offer and agreed to bound by the terms of this agreement.

1.4. In connection with the above, carefully read the text of this Offer and if you do not agree with any point of it, the CONTRACTOR propose you to refuse using the services.

1.5. The acceptance of the Offer is the click on the button "I agree with the terms of the Offer" and payment for the services of the CONTRACTOR in the case of paid services.

### **2. SUBJECT OF THE OFFER**

2.1. The subject of this Offer is the provision to the CUSTOMER, on a fee or free basis all services to ensure the use of the online system "CleverStaff" by the CONTRACTOR for the period and number of users, depending on the availability of funds in the account of the CUSTOMER, and in accordance with the terms of this Offer at the current rates (hereinafter - RATES OF THE CONTRACTOR).

2.2. The agreement of the public offer (hereinafter - the CONTRACT), additions to the public offer and RATES are official documents of the CONTRACTOR and published on the website <https://cleverstaff.net/>

2.3. The CONTRACTOR has the right to change the RATES, conditions of this Offer and additions to the Offer without preliminary agreement with the CUSTOMER, while ensuring the publication of the changed conditions on the server <https://cleverstaff.net/>. Such changes come into force from the moment of publication, unless another term of entry into force is determined additionally when they are published.

2.4. In accordance with the terms of the CONTRACT, the CONTRACTOR undertakes the obligation to provide the services specified in this CONTRACT to the CUSTOMER and provides the services specified in clause 2.1. directly to the CUSTOMER.

### **3. OBLIGATIONS OF THE CONTRACTOR**

3.1. Within the terms of this CONTRACT, the CONTRACTOR undertakes:

3.1.1. Take responsibility for providing the services specified in clause 2 of this CONTRACT;

3.1.2. Do not spread information received from the Customer or other sources affecting the interests of the CUSTOMER, in the course of the implementation by the CONTRACTOR of his obligations under this CONTRACT, in accordance with the current legislation of Ukraine;

3.1.3. In case of circumstances that prevent the CONTRACTOR from fulfilling his obligations under the present CONTRACT, immediately inform the CUSTOMER about this;

3.1.4. Ensure the stable work of the CleverStaff system by 98% of the time in terms of a month;

3.1.5. Take any other measures necessary to fulfill all obligations under the CONTRACT;

#### **4. OBLIGATIONS OF THE CUSTOMER**

4.1. The CUSTOMER undertakes:

4.1.1. Provide the CONTRACTOR, at his request all the information that he needs to fulfill the obligations on providing the services under this CONTRACT;

4.1.2. If necessary, provide the CONTRACTOR with everything necessary that he can fulfill his obligations under this CONTRACT as appropriate;

4.1.3. Receive from the CONTRACTOR the services provided under this CONTRACT.

4.1.4. Pay for the paid services provided by the CONTRACTOR on the terms and in the order determined by this CONTRACT.

#### **5. CONDITIONS AND PROCEDURE OF PROVIDING SERVICES**

5.1. Having acquainted with the RATES and selecting the type and tariff of the service, the CUSTOMER places a mark about the consent with the terms of this offer - acceptance. Public offer services agreement shall be deemed concluded from the moment of acceptance of the Offer and payment for the paid services of the CONTRACTOR. After the conclusion of the CONTRACT, the CUSTOMER receives a notification to the indicated postal address with a link to the account created for the CUSTOMER.

5.2. Payment for all types of services, except for users of a free account with limited functions indicated in the RATES, is made by the CUSTOMER in advance payment in the amount of 100% (One hundred percent) of the cost of paid services agreed in the RATES. The cost of additional services is determined by the CONTRACTOR on the basis of (based on) the conditions agreed with the CUSTOMER, which the CONTRACTOR sends to the CUSTOMER in the form of appropriate notice to the e-mail address specified by the CUSTOMER. The full cost of such services shall be paid by the CUSTOMER no later than 3 (three) calendar days after the CONTRACTOR sends the CUSTOMER a notice of the full cost of additional services. The CONTRACTOR proceeds to perform additional services only after the full payment of such services will be paid.

5.3. Payment for paid services is made by the CUSTOMER by transferring the amount of payment to the account of the CONTRACTOR. The added funds, as well as the current balance, are displayed in the personal account of the user in the CleverStaff system.

5.4. In the period up to 7 (seven) days from the date the account was created by the CUSTOMER in the CleverStaff system, the services are provided free of charge and without any limitations in functionality. On the 8th (eighth) day if there is more than 1 (one) user, the account of the CUSTOMER switches to the paid pricing plan "Standard". If the balance is negative, the account is blocked until all users become paid-up. If the CUSTOMER has 1 (one) user, then with a negative balance, the "1 recruiter" tariff is activated. It is limited in function. The detailed information on tariffs is available at <https://cleverstaff.net/price.html>.

5.5. The services are considered to be paid by the CUSTOMER from the moment of writing off the funds by the CONTRACTOR in the personal cabinet of the CUSTOMER. The funds are writing off on a daily basis, at 23:00 (GMT + 2), for each user that has been activated by the CUSTOMER from the calculation of the annual tariff for 365 days.

5.6. In the case of deactivation of the user by the CUSTOMER, the reverse activation will be available after 7 (seven) calendar days. In case of changing the user role for the hiringmanager role by the CUSTOMER, the reverse role of the user will be available after 7 (seven) calendar days.

5.7. When adding funds to a personal account of the CUSTOMER, various amounts of bonuses could be obtained (5%/10%/15%/20%) in the form of accrual of bonus funds to the personal account of the CUSTOMER. The amount of bonus received depends on the number of months selected for payment (3/6/12/24 months). In case of a refund to the CUSTOMER bonus funds are not refundable and are canceled.

5.8. For the purposes of this CONTRACT payment is accepted for the paid services of the CONTRACTOR:

5.8.1. Through the offices of any commercial bank;

5.8.2. By connecting a payment card on the CONTRACTOR's website for regular payments for the use of CUSTOMER services. Payment for the next period is charged automatically and without notice of the CUSTOMER at the earliest 3 days before the end of the prepaid period;

5.8.3. In non-cash form from the settlement account of the CUSTOMER; The choice and use of the method / form of payment for the paid services are made by the CUSTOMER at his own discretion and without any responsibility of the CONTRACTOR. Security, confidentiality, and other terms of use of the method / forms chosen by the CUSTOMER are beyond the terms of the CONTRACT and are governed by agreements (contracts) between the CUSTOMER and the relevant organizations.

5.9. The CONTRACTOR begins to fulfill his obligations under the CONTRACT from the moment of acceptance and payment for the paid services in accordance with clause 5.5. of this CONTRACT. The due date of the CONTRACTOR under the CONTRACT is limited by availability of funds on the personal account of the CUSTOMER.

5.10. The services are deemed to be done properly and in full range after the expiry of the term for the provision of services and are considered accepted by the CUSTOMER if within three working days after the end of the CUSTOMER's receipt of the services a complaint has not been lodged.

## **6. ACCEPTANCE OF THE OFFER AND CONCLUSION OF THE CONTRACT OF OFFER**

6.1. The CUSTOMER accepts the CONTRACT by accepting the terms of the OFFER through the System interface.

## **7. TERMS AND TERMINATION OF CONDITIONS OF OFFER**

7.1. The offer is valid from the moment of publication in the Internet at <https://cleverstaff.net/>, it comes into force from the moment of acceptance of the offer by the CUSTOMER and is valid:

7.1.1. Up to the moment when the CONTRACTOR fulfills his obligations to provide paid services in the amount according to the amount of the prepayment made by the CUSTOMER under the CONTRACT (including repeatedly made before the termination of the CONTRACT), or

7.1.2. Until the CONTRACT is terminated.

7.2. The CONTRACTOR reserves the right to amend the terms of the CONTRACT and / or withdraw the CONTRACT at any time at his discretion. If the CONTRACTOR makes changes to the CONTRACT, such changes shall take effect from the moment of publication, unless another period of entry into force of the amendments is specified additionally upon their publication.

7.3. In case of withdrawal of the CONTRACT by the CONTRACTOR during the term of the CONTRACT, the CONTRACT shall be considered as terminated from the moment of withdrawal.

## **8. TERMINATION OF THE CONTRACT OF THE OFFER**

8.1 The CONTRACT may be terminated by the CUSTOMER only in case of a serious breach of the CONTRACT by the CONTRACTOR in accordance with the current legislation and the terms of the CONTRACT. The balance of the CUSTOMER's funds are non-refundable.

8.2 The CONTRACT may be terminated by the CONTRACTOR at any time at his discretion by sending the respective certificate notifications to the CUSTOMER. The CONTRACT is considered to be terminated from the moment of the notification that is sent by the CONTRACTOR. The balance of the CUSTOMER's funds (except for bonus ones) will be returned at the request of the CUSTOMER.

## **9. GUARANTEES**

9.1. Except for the guarantees directly indicated in the text of the CONTRACT, the CONTRACTOR shall not provide any other express or implied warranty under the CONTRACT and expressly disclaims any warranties or conditions with respect to non-infringement.

9.2. By agreeing to the terms and accepting the terms of this CONTRACT by accepting it, the CUSTOMER assures the CONTRACTOR and guarantees to the CONTRACTOR that:

9.2.1. The CUSTOMER indicated his reliable personal data when registering to the CONTRACTOR and reliable personal data of the CUSTOMER when processing payment documents for payment services.

9.2.2. The CUSTOMER concludes the CONTRACT voluntarily, while the CUSTOMER becomes fully acquainted with the terms of the CONTRACT, fully understands the subject of the CONTRACT, fully understands the meaning and consequences of his actions with respect to the conclusion and execution of the CONTRACT.

9.2.3. The CUSTOMER (legal person) possesses all the rights and powers necessary for the conclusion and execution of the CONTRACT by the CUSTOMER.

## **10. RESPONSIBILITY AND LIMITATION OF THE RESPONSIBILITY OF THE CONTRACTOR**

10.1. If, for any reason, the CONTRACTOR does not begin to provide services, or starts providing services with violation of the deadline, the responsibility of the CONTRACTOR for such violation of the CONTRACT and the remedy at law of the CUSTOMER against such violation shall be limited at the own discretion of the CONTRACTOR exclusively by compensation of automatically written-off funds to a personal account of the CUSTOMER for the postponement period of paid services.

10.2. The CONTRACTOR under any circumstances can't be responsible according to the CONTRACT for

10.2.1. Any actions/omissions that are a direct or indirect result of actions/omissions by any third parties;

10.2.2. Any indirect losses and/or lost profits of the CUSTOMER and/or third parties, regardless of whether the CONTRACTOR could foresee the possibility of such losses or not;

10.2.3. Use (impossibility of use) and any consequences of the use (impossibility of use) by the CUSTOMER of the form of payment for the paid services chosen by him under the CONTRACT.

10.3. The aggregate liability of the CONTRACTOR under the CONTRACT for any claim or complaint in respect of the CONTRACT or its performance is limited to the sum of all payments paid to the CONTRACTOR by the CUSTOMER under the CONTRACT.

10.4. Without violating the above, the CONTRACTOR shall be released from liability for violation of the terms of the CONTRACT if such violation is caused by force majeure circumstances, including: actions of public authorities, fire, flood, earthquake, other acts of nature, lack of electricity and / or disruptions of the computer network operation, strikes, civil unrest, disorders, any other circumstances, not limited to the listed one's, which may affect the performance of the CONTRACT by the CONTRACTOR and uncontrollable to the CONTRACTOR.

## **11. RESPONSIBILITY OF THE CUSTOMER**

11.1. The CUSTOMER bears full responsibility for

11.1.1. Compliance with all legal requirements;

11.1.2. Activation / deactivation of users accounts.

11.2. In case of violation by the CUSTOMER the terms of the CONTRACT, the CONTRACTOR can hold the provision of services until the CUSTOMER has eliminated the violations and / or terminated the CONTRACT with the notification to the CUSTOMER at the e-mail address of the CUSTOMER indicated at the time of registration. If the CONTRACTOR terminates the CONTRACT in accordance with this clause, the CONTRACTOR also has the right by way of retention to recover from the CUSTOMER a penalty in the amount of the difference between the amount of the advance payment paid by the CUSTOMER for the providing of paid services and the cost of such services actually provided by the CONTRACTOR before such termination.

## **12. OTHER CONDITIONS**

12.1. Current legislature. The CONTRACT, its conclusion and execution is regulated in accordance with

the current legislation of Ukraine. All issues that are not settled by the CONTRACT or are not fully regulated are regulated in accordance with the substantive law of Ukraine. In case of a disagreement between the CUSTOMER and the CONTRACTOR regarding the CONTRACT, which can't be resolved by negotiations of the parties, they are settled in the manner prescribed by the current legislation.

12.2. Notifications. Any notifications under the CONTRACT may be sent by one Party to the other Party:

12.2.1. by email, A) to the e-mail address of the CUSTOMER indicated by him at the registration of the account from the e-mail address of the CONTRACTOR indicated at the end of these terms and conditions of the CONTRACT if the recipient is the CUSTOMER and B) to the e-mail address of the CONTRACTOR indicated at the end of these terms and conditions of the CONTRACT from the e-mail address of the CUSTOMER indicated by him at the time of registration of the account;

12.2.2. By post with a notice of delivery.

12.3. No waiver of right. The inability of the CONTRACTOR to accomplish this or that right under the CONTRACT, seals or intentions settled in the CONTRACT, or insist on strict adherence to the terms of the CONTRACT by the CUSTOMER, does not mean either the CONTRACTOR's failure from the terms and conditions of the CONTRACT, in case of the following violation or waiver of its rights, Conditions of the CONTRACT at any time afterwards.

12.4. The CONTRACT is a complete agreement between the CONTRACTOR and the CUSTOMER. The CONTRACTOR does not assume any conditions and obligations according to the subject of the CONTRACT, except for those indicated in the offer, which govern the execution of the CONTRACT, except for the case when such conditions or obligations are fixed in writing form and signed by the CONTRACTOR and the CUSTOMER. In case that any conditions are in conflict with the terms of the Offer in the CONTRACT, the terms of the offer will prevail.

12.5. If any of the terms of the CONTRACT are found to be invalid or illegal, or can't enter into force in accordance with applicable law, such provision should be separated from the CONTRACT and replaced by a new provision that maximally meets the original intentions contained in the CONTRACT, with the remaining provisions of the CONTRACT (Public offer) do not change and remain in force.

### **13. REQUISITES OF THE CONTRACTOR**

CleverStaff LLC

Registration No: 39239767

Address: 04074, Ukraine, Kyiv city, street Novomostytska, 25, office 2

SUPPLIER bank info:

IBAN code: UA933287040000026000054313592

JSC CB "PRIVATBANK", 1D HRUSHEVSKOHO STR., KYIV, 01001, UKRAINE

SWIFT code of the bank: PBANUA2X

Correspondent bank: JP Morgan Chase

Bank, New York ,USA

Account in the correspondent bank: 001-1-000080

SWIFT Code of the correspondent bank: CHASUS33