

## **Public offer agreement**

This Agreement is entered into between "QUARDEX LIMITED" (hereinafter referred to as the "Contractor"), represented by Dmytro Shevliakov, and any customer (hereinafter referred to as the "Customer") of the company's services.

The conclusion of this Agreement with a specific Customer is considered valid only after:

- Receiving of an order from the Customer for the Contractor's services under this Agreement in any form;
- Execution of the order by the Contractor;
- Issuance of an invoice for the execution of the ordered services;
- Receipt of full payment for any issued invoice (in which the details of this Customer are specified); and
- Verification that the funds are received from a bank account whose details match those specified in the invoice.

## **1. SUBJECT OF THE AGREEMENT**

1.1. This Agreement is a public offer. Acceptance of the terms of this Agreement is considered to be the payment of the invoice for the services provided. The Customer confirms that they have familiarized themselves with all the terms of the Agreement before making the payment.

1.2. Under the terms of this Agreement, the Contractor undertakes to provide services to the Customer from time to time and exclusively upon the Customer's request, as defined in this Agreement, and the Customer undertakes to pay the Contractor a fee for the provision of such services. A service request, if made, is an integral part of this Agreement and may be submitted in any form.

1.3. The Customer may order one or more services under this Agreement, which may be combined into a single project. A separate invoice is issued for each project, or, if necessary, the project is divided into stages, with separate invoices issued for each stage.

1.4. The services under this Agreement include:

- Design and development of software primarily for use in networks;
- Improvement of existing functionalities of already existing software;
- Provision of technical support and maintenance for software;
- Development, supply, testing, modification, and technical support of software;
- Data processing, information hosting on web nodes;
- Consultations on informatization and the functioning of developed products;
- Consultations on project launch, additional planning, assistance in preparing materials for investment, and financial planning;
- Market research, creation and management of advertising campaigns, search engine optimization of websites;
- Content creation, including writing texts, graphic design, video content creation, and more;
- Creation and management of communities on social networks. This includes comment moderation, conducting contests and promotions, as well as stimulating interaction within the community.

1.5. If necessary, the Parties may enter into an additional agreement to this Agreement, specifying the list of services not mentioned in clause 1.3 or detailing the listed services.

1.6. The Contractor undertakes to provide the Customer with the services specified in this Agreement independently and using its own resources. The Contractor may involve third parties in providing the services, but such involvement does not relieve the Contractor of responsibility for the quality and timeliness of the obligations.

## **2. COST OF SERVICES AND PAYMENT TERMS**

2.1. The Customer pays for the services provided by the Contractor under this Agreement on an hourly basis for each individual project.

2.2. After completing the corresponding volume of ordered services for each project, the Contractor issues a separate invoice for payment, specifying the details of the specific Customer. Upon receipt of funds, the Contractor is obliged to verify that the transfer is made from a bank account whose details match those specified in the corresponding invoice. Payment from any other person is not recognized as payment for this invoice.

2.3. If the project is divided into several invoices (or stages), "full payment of the project" is considered to be the fact of full payment of all invoices issued for this project. Payment of only a part of the invoices does not give the Customer the right to receive full transfer of rights under the intellectual property clause and other provisions that depend on full payment.

2.4. The Customer undertakes to pay the Contractor's invoice no later than 30 days from the date of its issuance by transferring funds to the Contractor's account.

2.5. The currency of this Agreement is the currency of the invoice, which may be changed by mutual agreement of the Parties.

2.6. The hourly rate is discussed with the Customer before the work is performed and is specified in the invoice.

2.7. Each stage may contain several invoices, which may be issued simultaneously and have different costs.

2.8. Payment of the invoice is considered confirmation that the Customer has familiarized themselves with all the terms of this Agreement and accepted them, unless a separate written agreement containing other terms is concluded.

2.9. Payment for services already rendered (work performed) is non-refundable, as the Contractor has dedicated time, resources, and effort to their completion, and the Client has received the deliverables in accordance with the terms of this Agreement.

### **3. INTELLECTUAL PROPERTY**

3.1. In the event that intellectual property objects (copyrights, patent rights, etc.) are created as a result of the provision of services, the property rights to these objects are transferred to the Customer in full and without restrictions.

3.2. The transferred exclusive rights are not limited territorially or by time.

3.3. The rights to intellectual property objects created during the provision of services under this Agreement are transferred to the Customer upon full payment of the last invoice for the corresponding project.

3.4. The Contractor reserves the right to use certain parts of the created materials for its own needs, provided that confidentiality is maintained.

3.5. The cost of transferring exclusive rights is included in the cost of the work specified in the additional agreement.

3.6. The Parties acknowledge that non-property rights (right of authorship, right to a name, etc.) are inalienable and non-transferable. For marketing purposes, information limited to a general description of the project, the terms of the relationship, the list of works, and public information may be used without disclosing confidential data. The use of other information requires the written consent of the Customer.

3.7. If the law provides for the Contractor's non-property rights to the created objects, the Contractor has the right to waive the requirement to indicate its name (pseudonym) when using such objects.

3.8. The created intellectual property objects must not violate the rights of third parties.

#### **4. CONFIDENTIALITY**

4.1. For the purposes of this Agreement, confidential information includes information about projects, financial status, business plans, technical specifications of products, information about equipment, software, technologies, research, advertising strategies, employee data, trade secrets, etc., except for information that is publicly available.

4.2. The Parties agree that the transfer of confidential information to third parties is allowed only with mutual written consent.

## **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **5.1. Rights of the Contractor:**

- To demand from the Customer the necessary information and approvals for the provision of services;
- To demand timely and full payment for the services provided;
- To arrange business trips necessary for the performance of services under this Agreement.

### **5.2. Obligations of the Contractor:**

- To provide services in a timely, high-quality, and complete manner in accordance with the terms of the Agreement;
- To provide the Customer with oral and written (including electronic) reports on the status of service provision upon the Customer's request;
- To record working hours in the established accounting system;
- To ensure the preservation of technical documentation and other digital data containing confidential information without transferring it to third parties;
- To destroy confidential documentation provided by the Customer after the completion of work if it is no longer needed to fulfill obligations;
- To use only licensed software products and comply with the requirements of national and international legislation on intellectual property and copyright.

### **5.3. Rights of the Customer:**

- To demand from the Contractor timely, high-quality, and complete provision of services;
- To demand oral and written reports on the status of service provision within the established terms.

### **5.4. Obligations of the Customer:**

- To make timely and full payment in accordance with the issued invoices;
- To provide the Contractor with the necessary information and approvals for the provision of services;

- To ensure the availability of relevant materials, technical and informational means necessary for the performance of services. The Contractor has the right to request the purchase of licensed software products necessary for the fulfillment of obligations.

5.5. Other rights and obligations of the Parties are determined by this Agreement and applicable law.



## **6. RELATIONSHIP BETWEEN THE PARTIES**

6.1. The relationship between the Parties under this Agreement is exclusively business-related and is fully defined by the subject of this Agreement.

6.2. The relationship under this Agreement does not imply representation of one Party by the other.

## **7. DISPUTE RESOLUTION**

7.1. Any disputes regarding the conclusion, interpretation, execution, and termination of this Agreement shall be resolved through negotiations.

7.2. All relations arising from this Agreement are governed by the laws of Ireland. Any disputes arising in connection with this Agreement that cannot be resolved through negotiations shall be subject to the jurisdiction of the courts of Ireland, unless the Parties agree in writing to a different procedure.

## **8. LIABILITY OF THE PARTIES AND FORCE MAJEURE**

8.1. For non-performance or improper performance of obligations under this Agreement, the Parties shall be liable in accordance with applicable law.

8.2. The Parties are released from liability for breach of obligations if such breach is caused by force majeure circumstances that:

- Did not exist at the time of conclusion of the Agreement;
- Could not have been reasonably foreseen;
- Objectively make proper performance of obligations impossible.

8.3. Force majeure circumstances include, but are not limited to, natural disasters, military actions, sanctions by states and international organizations, as well as any other actions that meet the criteria set forth in this clause of the Agreement.

8.4. In the event of force majeure circumstances, the Party affected by them and, as a result, unable to properly fulfill its obligations under this Agreement, is obliged to notify the other Party within 3 (three) calendar days. Upon request of the other Party, the Party affected by force majeure circumstances must also provide confirmation of the existence of these circumstances issued by a competent state authority or organization.

## **9. OTHER PROVISIONS**

9.1. This Agreement, as well as its individual provisions, are governed by the laws of Ireland.

9.2. Any changes or additions to this Agreement shall be made in writing and agreed upon by the Parties. Written form includes not only signed paper documents but also electronic correspondence sent from official (work) email addresses, which clearly express the consent of both Parties to the relevant changes. Such electronic agreement is recognized as proper written execution of an addition to this Agreement and is an integral part thereof.

9.3. If any provision of this Agreement is deemed invalid, the remaining provisions shall remain in force.

9.4. The Contractor does not have the right to transfer its rights and obligations under this Agreement to third parties without the written consent of the Customer. The Customer has the right to transfer its rights and obligations to third parties provided that the Contractor is notified in advance by any available means.

9.5. For communication, the Parties may use any means of communication (email, messengers, telephone, etc.).

9.6. The exchange of electronic copies of documents (provided their authenticity and verifiability) is recognized as sufficient confirmation of the conclusion of the relevant agreements, in accordance with the requirements of the applicable laws of Ireland.

## **10. WARRANTIES AND LIMITATIONS**

10.1. The Customer guarantees that when providing materials, information, intellectual property objects, software, etc., to the Contractor, they have the necessary authority to use them.

10.2. The Contractor guarantees that it has the necessary authority to use the materials and intellectual property objects provided by the Customer in its activities.

## **11. PROHIBITION ON DIRECT COOPERATION**

11.1. In the event that the Customer provides information and access to its customers/clients, the Contractor undertakes not to offer or provide services related to the project directly to these clients, bypassing the Customer.

11.2. Clause 11.1 applies exclusively to services related to the project specified in the Agreement. If the Customer's client independently contacts the Contractor with requests unrelated to this project, the Parties may enter into a separate agreement without the need for coordination with the Customer.

11.3. If the Contractor initiates contact with the Customer's clients regarding issues unrelated to the project, it is obliged to notify the Customer before entering into a new agreement.

11.4. The Customer does not have the right to hire or enter into any cooperation with the Contractor's employees outside the scope of this Agreement without the prior written consent of the Contractor.

11.5. The restriction on direct cooperation under the subject of this Agreement is valid during the term of the Agreement, as well as for 5 years after its termination, provided that all issued invoices have been paid. If an invoice remains unpaid beyond the agreed term, the restriction in clause 11.1 does not apply until full payment of all debts under the project.