

**The public contract is effective
from the moment of publication**

**APPROVED
by the Director of “Matviichuk OM”**

PUBLIC CONTRACT

to provide access to the ant-logistics.com web service

This Public Contract (hereinafter referred to as “the Contract”) defines the procedure for providing services on the Ant Logistics web service hosted on the global computer network Internet at ant-logistics.com, as well as mutual rights, obligations and the procedure for the relationship between the individual «Matviichuk Oleksandr Mykolaiovych», hereinafter referred to as “the Contractor”, represented by the director Matviichuk Oleksandr Mykolaiovych, acting on the basis of state registration (entry in the Unified State Register of Legal Entities and Individuals of Entrepreneurs on State Registration 2 229 000 0000 012165 dated 08.05.2018), and by the user of services, hereinafter referred to as “the Customer”, who has accepted a public offer for the conclusion of this Contract.

PREAMBLE

The following information is an official offer (public offer) to any legal entity or individual to conclude a Subscription Services Contract. The Contract is public, that is, according to Article 633 of the Civil Code of Ukraine, its terms are the same for all customers.

According to Art. 642 of the Civil Code of Ukraine, the Customer fully and unconditionally accepts the terms of the Public Contract by paying to the account for services and the Contractor receiving the appropriate financial document confirming the fact of such payment.

The Public Contract is also accepted during the Customer's registration on the Contractor's website. The Contractor's website is located at: ant-logistics.com

The Contract number is a unique number that is issued upon registration on the Contractor's website.

TERMS USED IN THIS CONTRACT

- Contractor's Web Service - a website hosted on the global computer network at ant-logistics.com.
- Account - an account in the web service, contains the information necessary for the Customer's identification, authorization and accounting.
- Tariff Plan - the range of Services selected by the Customer, according to tariff plan.

1. Subject of a Contract

1.1 The Contractor undertakes to provide the Customer with access to the Ant Logistics web service, which is available on the global computer network Internet at: **ant-logistics.com** (hereinafter referred to as the Service), and the Customer undertakes to pay for the services in the manner and under the conditions set out in this Contract. Service under this Contract is intended to provide the Customer with the following Services:

- the Contractor gives the Customer access to the Service by a unique username and password;
- access to the paid features of the web service according to the chosen tariff plan;
- processing of the posted information on the web service and related operations;
- providing analytical data on the basis of information received from the Customer;
- The Contractor provides maintenance and information support on the work of the web service;
- receiving Customer consultations related to the operation of the web service through online support, e-mail, telephone and other method of contact with technical support;
- receiving an electronic mailing to the e-mail specified by the Customer;
- The Contractor provides the Service through the website **ant-logistics.com**.

2. Terms and Procedure of Payment

2.1. The customer creates an account by registering on the Ant Logistics web service (ant-logistics.com).

2.2. The Customer, by prior agreement with the Contractor, submits to the Contractor a written request, stating the chosen options:

- Customer data (e-mail) of the Customer;
- the tariff plan for payment of the Services.

The Application Form is set out in Annex No.3 to this Contract. A signed application form an integral part of this Contract.

2.3. The cost of the Service under this Contract shall be determined by the tariff plan chosen in accordance with Annex No.2 to this Contract. The chosen tariff plan is fixed in the Customer's Contract, according to clause 2.2. Payment is made in UAH at the NBU rate on the day of payment.

2.4. After fulfillment of the terms of clause 2.2 and making the first payment under this Contract in the amount of one-month subscription fee (6 months or a year), according to the chosen tariff plan, the Contractor starts rendering the Service.

2.5. The service, paid according to the chosen tariff plan, is provided to the Customer by the Contractor 24 hours 7 days a week.

2.6. Payment for the Service shall be recalculated if the Service has not been provided for more than the specified time in accordance with Annex No. 4, with the amount of compensation not exceeding the monthly subscription fee.

- 2.7. The Customer is given a 5 (five) banking days delay. If no payment is made within the next banking day after the end of the grace period, the Service shall not be blocked but shall be restricted and payable.
- 2.8. Continuation of the provision of the Service without restriction shall be carried out on the day of receipt of funds in accordance with clauses 2.2-2.4 of this Contract. The Customer may refuse to submit the application in accordance with clause 2.2 of this Contract repeatedly, whereby the Contractor renders the Service in accordance with the tariff paid by the Customer.
- 2.9. The cost of the tariff plan chosen by the Customer remains unchanged until the end of the period for which the Service has been paid.
- 2.10. The Contractor shall inform the Customer in writing about the change of the tariff plan in the direction of increase in the e-mail specified in the account, not less than 5 (five) working days before the changes take effect. The tariff change towards the reduction is not made in the current paid month, but is possible only from the beginning of the new paid period.
- 2.11. Payment by the Customer of the Service cost according to the changed tariff plans indicates his agreement with the new tariffs.
- 2.12. Bank charges related to the transfer of payment for the Service shall be paid by the Customer.
- 2.13. Payment under this Contract shall be made on a monthly basis (6 months or a year) in the form of one hundred percent subscription for a month (6 months or a year), by any means that is possible at the time of payment, by making payment convenient for the Customer.
- 2.14. Acceptance of payments is made online through electronic payment systems available for payment on the Contractor's website.
- 2.15. Payment date is the date of depositing funds into the Contractor's account.
- 2.16. The terms and procedure for payment by other services not provided in the provisions of this Contract shall be agreed by the Parties additionally.

3. Procedure of Receiving and Transferring Services

- 3.1. Provision of Services within the framework of this Contract is confirmed by the Acceptance-Transfer Act (hereinafter - the Act), which is sent by the Contractor to the Customer within forty calendar days from the moment of rendering of the Services, specifying the period during which the Services are provided to the Customer.
- 3.2. The Customer unconditionally agrees that if within seven calendar days from the receipt of the Act, no written claims have been done regarding the Services provided by the Contractor, then this will be considered as the unequivocal consent of the Customer that the Services provided by the Contractor in due time, in full and properly.
- 3.3. Customer who has not made a claim for the Services provided in accordance with clause 3.2. of this Contract, obliged within seven calendar days from the moment of

Act receipt to sign it and send it to the Contractor. If within thirty calendar days after sending the Act to the Customer, the Contractor does not receive from the Customer the written claims, which have been sent within the deadline specified in clause 3.2. of this Contract, or the signed Act, the Contractor has the right to draw up the Act individually.

4. Rights and Obligations of the Parties

4.1. The Contractor shall have the right to:

- expand and improve the functionality of the Ant Logistics web service throughout the term of this Contract with the involvement of a third party;
- increase or decrease the cost of tariff plans;
- temporarily or completely terminate the provision of the Service to the Customer, unilaterally, with simultaneous sending of an electronic message, if the actions of the Customer contrary to this Contract have been detected. The date of dispatch of the relevant notice to the Customer shall be considered the moment of termination of the Contract and service;
- mention the Customer's company on the website and in other materials as his client.

4.2. The Contractor shall:

- provide the Service defined in this Contract 24 hours 7 days a week, while ensuring its quality;
- provide timely and high-quality technical support for the Ant Logistics web service;
- in case of error or other failure during the provision of the Service, restore its serviceability within the specified time, in accordance with Annex No. 4 from the moment of receiving the error message;
- recalculate the cost of the Service if the Service was not available to the Customer for more than the specified time, in accordance with Annex No. 4 and the error has not been corrected within this time by the Contractor.

4.3. The customer has the right to:

- demand the elimination of this Contract violations;
- change the tariff plan and data of account by submitting a new Application (in accordance with clause 2.2 of this Contract);
- require the elimination of errors within the specified time, in accordance with Annex No. 4.

4.4. The Customer is obliged to:

- provide a workplace (personal computer) from which the Service is accessed, Internet access at a speed not less than 1 Mbps, as well as a modern web browser:
 - Internet Explorer, version > 9.1;
 - Chrome, version > 25.1;
 - Fire Fox, version > 20;
- pay the cost of the Service provided by the Contractor in accordance with the terms of this Contract.

4.5. Customer is prohibited to:

- disclose credentials;

- use the Service for the illegal purpose or other violation of the Ukraine laws;
- re-register on the web service in order to attempt unauthorized access to the Contractor's resources.

5. Obligations of the Parties

- 5.1. The Parties are responsible for the failure or improper performance of their obligations under this Contract in accordance with the current legislation of Ukraine.
- 5.2. A breach of this Contract is its non-performance or improper performance, that is, performance in violation of the conditions defined by the content of this Contract.
- 5.3. The Party shall not be liable for violation of the terms of this Contract, if they were not due to its fault (intent or negligence).
- 5.4. A Party shall be presumed innocent and shall not be liable for any breach of the terms of this Contract if it proves that it has taken all measures to ensure the proper implementation of this Contract.
- 5.5. The Contractor is not responsible for the quality of the public access (Internet) channels through which the Service is accessed.
- 5.6. The Customer is solely responsible for maintaining his password and for any damages that may result from its unauthorized use.
- 5.7. In the provision of services, the Parties shall communicate with each other by telephone, e-mail, webinar room, Skype, Team Viewer.

6. Settlement of Disputes

- 6.1. All disputes and disagreements that may arise from this Contract shall be settled through negotiation.
- 6.2. If disputes or disagreements cannot be resolved through negotiation, they are subject to review by the Economic Court of Ukraine.

7. Force Majeure

- 7.1. In case of force majeure (natural disasters, hostilities, blockade, etc.) that prevent either Party from fully or partially fulfilling its obligations, the term of fulfillment of its obligations shall be extended for the period of force majeure and liquidation of consequences.
- 7.2. If such circumstances or their consequences last for six months, either Party may refuse to execute the Contract without compensation for losses, with settlement of payments in accordance with the Contract.
- 7.3. A Party which is unable to fulfill its obligations under the Contract shall notify the other Party within 7 (seven) calendar days of the commencement or termination of circumstances which impede the performance of the Contract. Proof of the above circumstances and their validity is a written certificate issued by the Regional Chamber of Commerce.

8. Terms of Confidentiality

- 8.1. Each Party agrees that all information disclosed to it by the other Party or information about the other Party, including information on the terms of this Contract, other agreements signed between the Parties, and information made available during negotiations with the other Party shall be considered as confidential information by the Parties.
- 8.2. The following information is not considered confidential:
- 8.2.1. which is public (open), except when the information became public (open) as a result of a breach by one of the Parties of its obligations under this Contract;
 - 8.2.2. received from a third party who has unqualified rights to collect, use, distribute and disclose it;
 - 8.2.3. the distribution and disclosure of which is agreed in writing by the Parties.
- 8.3. Each Party undertakes, without the written consent of the other Party, not to use, disclose, publish or otherwise disseminate confidential information in whole or in part to any third party, except as required by law, or / and cases stipulated by the normative acts of Ukraine. Such obligation shall be fulfilled by the Parties for the duration of this Contract and for three years after the termination of this Contract, unless otherwise agreed upon for the duration of this Contract.
- 8.4. Each Party undertakes to indemnify the other Party for the full amount of damage caused by the last disclosure of confidential information in violation of paragraphs. 8.1. and 8.3. of this Contract.
- 8.5. The Contractor shall take all necessary measures to protect the data against unauthorized access, alteration, disclosure or destruction. These measures include, in particular, internal verification of data collection, data matching and processing processes and security measures, including appropriate encryption and data security measures to prevent unauthorized access.

9. Validity and Termination of the Contract

- 9.1. The Contract shall enter into force from the moment of payment of the Service and shall be valid for an indefinite period up to its termination in the manner stipulated by this Contract.
- 9.2. The Customer has the right at any time to unilaterally refuse the Services of the Contractor. In this case, no refund is made, including prepayment for services.
- 9.3. The Contractor has the right to unilaterally refuse to provide the Service to the Customer at any time in case of breach by the Customer of the Contract terms. In this case, the Contractor shall return to the Customer the funds for the full months of the non-provision of the Service, within 5 (five) banking days from the date of refusal to provide the Service;
- 9.4. Termination of the Contract by one of the Parties shall be accompanied by a notice of termination of the Contract, which shall be sent to the other Party not later than 15 calendar days before the termination.

10. Other Terms

- 10.1. In case that any of the terms of this Contract loses its validity, is declared illegal or is excluded from this Contract, then this does not entail the invalidity of other terms of this Contract, which remain in force and are binding on all Parties.
- 10.2. The Parties shall be governed by the laws of Ukraine in all matters not settled in this text of the Contract.
- 10.3. The parties are obliged to inform each other timely about the reorganization and change of name, location, mailing address, telephone numbers, e-mail, as well as bank details.

11. Details of the Parties

Contractor	Customer
<p data-bbox="239 902 762 936">Matviichuk Oleksandr Mykolaiovych</p> <p data-bbox="239 992 762 1462">Jur. address: 51280, Dnipropetrovsk region, Novomoskovs'kyi district, s. Znamenivka, vul. Priozerha 99 Postal address: 77701, Ivano-Frankivsk region, uts. Bogorodchany, s/b 3 ITN 2747517918 CA UA533052990000026001050309139 in PJSC CB "PRIVATBANK" Dnipro City, Single tax payer Group 3 No VAT payer</p> <p data-bbox="239 1518 762 1552">_____ O.M. Matviichuk</p>	

Annex № 1

to the Contract № _____ dated “__” _____ 2020

Implementation

1. Upon receipt by the Contractor of payment from the Customer for the first month of using the Service, the Contractor shall implement the service:

- implementation period is up to 30 calendar days;

2. The Contractor agrees with the Customer:

- date of implementation;
- content of implementation;
- the timing of each stage;
- day and time of feedback after each step and after implementation.

3. The Contractor undertakes to carry out the implementation of the Service according to the agreed content and term.

4. The Customer undertakes to organize participation in the implementation of responsible persons and other persons on their part, namely:

- provide the necessary conditions for implementation, including: Internet access, computer, headset and the ability to communicate via remote access via Skype, Viber, AnyDesk;

- appoint a responsible person and inform the other involved persons on the part of the Customer about the Contractor's intentions to implement the Service;

- organize interaction of the above persons with the Contractor during implementation;

- control the activities of the above persons;

- prevent any actions of responsible persons and other persons on the part of the Customer that may lead to disruption or postponement of the agreed stages of implementation;

- give feedback to the Contractor on time;

The Customer is responsible for the actions of the responsible and other persons of the Customer.

5. If the Contractor's fault breaks or postpones the agreed terms and content of the implementation, the Contractor shall continue the implementation free of charge during the period that has been interrupted.

6. If the Customer's fault breaks or postpones the agreed terms and content of implementation, the Customer additionally pays for the implementation services. The additional cost is 50% of the cost of the paid tariff plan.

7. If the failure or postponement of the agreed terms and content of the implementation occurs due to force majeure that prevents either Party from fully or partially fulfilling its obligations, the term of performance of the obligations shall be extended for the period of force majeure. Force majeure may not exceed 7 (seven) calendar days.

8. If after the first successful implementation the Customer will need a re-introduction after some time, then such implementation will be paid. The cost of re-implementation is 50% of the cost of the paid tariff plan.

9. If the implementation is necessary with the departure to the Customer, such implementation is paid, the cost is agreed additionally.

Annex № 2

to the Contract № _____ dated “__” _____ 2020

Tariff plans for providing access to the Ant Logistics web service

№	Tariff Name	Description	Monthly fee, \$, excluding VAT
1	Basic	Number of vehicals <= 5. Number of delivery points in one route <= 50, Mobile app.	49.00
2	Advanced	Number of vehicals <= 15, The number of delivery points in one route is not limited, API, Mobile app, third-party GPS monitoring, Several models and versions of the calculation	149.00

3	Corporate 1	<p>Number of vehicals <= 30,</p> <p>Number of delivery points in one route is not limited, API,</p> <p>Mobile app, third-party GPS monitoring,</p> <p>Several models and versions of the calculation,</p> <p>Separate account manager.</p>	299.00
4	Corporate 2	<p>Number of vehicals <= 70,</p> <p>The number of delivery points in one route is not limited, API,</p> <p>Mobile app, third-party GPS monitoring,</p> <p>Several models and versions of the calculation,</p> <p>Separate account manager.</p>	699.00
5	Corporate 3	<p>Number of vehicals <=100,</p> <p>The number of delivery points in one route is not limited, API,</p> <p>Mobile app, third-party GPS monitoring,</p> <p>Several models and versions of the calculation,</p> <p>Separate account manager.</p>	999.00

6	Corporate 4	Number of vehicals <=150, The number of delivery points in one route is not limited, API, Mobile app, third-party GPS monitoring, Several models and versions of the calculation, Separate account manager.	1499.00
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Annex № 3

to the Contract № _____ dated “__” _____ 2020

APPLICATION FOR ACCESS

In accordance with the concluded Contract, I request to start providing access to the Ant Logistics web service under the following conditions:

1. Customer _____
2. Contract № _____ dated “__” _____ 2020

3. Selected tariff plan: _____

cost/month: _____\$, payment is made in UAH according to the NBU rate on the payment day.

4. Account: e-mail _____

6. Contact persons for technical issues, telephone number, e-mail:

CUSTOMER in person

_____ 2020

“ _____ ”

stamp here

Application is accepted by

_____ 2020

“ _____ ”

stamp here

Annex № 4 (Example)

to the Contract № _____ dated “ _____ ” _____ 2020

ERROR CLASSIFICATION AND TERMS

Blocking errors are errors that make it impossible to continue working with the system. Correction period is 1 hour.

Important errors are errors through which the system as a whole works, but some of the functionality is not available. The error does not interfere with the basic work. Correction period is 24 (twenty four) hours.

Other errors are not critical errors that cause inconvenience but do not interfere with work. Correction period from 1 (one) week to 1 (one) month.

The error logging time is fixed from the moment we receive the ERROR REQUEST to the email.

ERROR APPLICATION

1. Login to our system

2. Error source (website, mobile app, data downloads, etc.)

3. Error description

4. What actions led to the error

5. A screenshot of an error

E-mail: support@ant-logistics.com.ua

Application created by
_____ 2020

“ _____ ”

stamp here

Application is accepted by
_____ 2020

“ _____ ”

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