

PUBLIC OFFER AGREEMENT

for the provision of it services and digital solutions

Date of publication: May 8, 2026

Place of execution: Kyiv, Ukraine

This document is an official public offer by Individual Entrepreneur Yuriy Olegovych Kondrak, registration number in the Unified State Register of Legal Entities, Individual Entrepreneurs, and Public Organizations: 2010350000000761719 (hereinafter referred to as the “Contractor”), acting in accordance with the current legislation of Ukraine, and any person (hereinafter referred to as the “Client”) who has expressed an intention to use the Contractor’s services.

By accepting this offer.

This Agreement has been drafted in accordance with the provisions of Articles 633, 638–642, and 644 of the Civil Code of Ukraine and governs the legal relationship between the Contractor and the Customer.

By accepting this offer, the Customer confirms that they have fully familiarized themselves with the terms of this Agreement, understand their content and legal consequences, and possess all necessary authority to enter into and perform this Agreement.

1. DEFINITIONS OF TERMS AND CONCEPTS

For the purposes of this Agreement, the terms listed below shall have the following meanings:

1.1. Public Offer (Offer) — the Contractor’s official proposal, freely available on the Website swimmincat.wtf, addressed to an indefinite group of persons, containing all essential terms regarding the provision of Services in the areas of programming, IT consulting, data processing, copywriting, and software product support.

1.2. Acceptance — the Customer’s full, unconditional, and unreserved acceptance of the terms of this Offer by paying the Invoice, which indicates the intention to enter into a Contract of Adhesion (Article 634 of the Civil Code of Ukraine) on the terms proposed by the Contractor.

1.3. Website — a web resource on the Internet (hereinafter referred to as the “Website”) located at swimmincat.wtf.

1.4. Services — services for the provision of IT services and digital solutions in accordance with the terms of this Agreement, information about which is set forth in this Agreement; this information may also be provided on this Website. Services may be provided both in person and via telecommunications or electronic means (including via the Internet).

1.5. Order — an order may be placed based on a brief (questionnaire), general requests, or a properly executed application agreed upon by the Parties. An individual Invoice is generated based on the order. The cost of the Order may vary depending on the price, quality characteristics, quantity, or scope of the Services. In the case of large-scale service provision or by agreement of the Parties, the Parties shall draw up Technical Specifications (TS), which in

such a case shall be an integral part of the parties' agreements and shall contain a detailed description of the functional, technical, and visual requirements for the product being created. The TO may be agreed upon by the Parties via electronic communication channels and serves as the basis for evaluating the quality of the Services provided.

1.6. Invoice-Statement — Invoice-Acceptance Certificate, a combined primary document containing information about the Services provided and their performance. Payment of the Invoice-Statement automatically confirms the fact of the provision and acceptance of the Services (serves as a Statement of Services Rendered).

1.7. Service Deliverables (Digital Product) — intellectual property created by the Contractor in the course of fulfilling the Order, including (but not limited to): source and object code, database architecture, graphic design elements, UI/UX mockups, logos, text content (copywriting), server configuration settings, and documentation.

1.8. Error (Bug) — a discrepancy between the actual functioning of the result of the Services and the requirements specified in the Technical Specification, which makes it impossible to use the product for its intended purpose.

1.9. Electronic communication channels — means of communication between the Parties, which may include the email address specified in the Contractor's contact information on the websites, and, as well as messaging apps agreed upon by the Parties for the prompt exchange of information.

1.10. Intellectual Property — the totality of property and personal non-property rights to the results of intellectual and creative activity created by the Contractor within the scope of this Agreement.

1.11. Copywriting — the activity of writing unique text materials (articles, descriptions, slogans, advertising texts) commissioned by the Client for the purpose of populating the Website or for use in other marketing purposes.

1.12. Rewriting — Services involving the extensive reworking of existing text materials while preserving the main meaning, but with a complete change in structure and vocabulary to achieve a high degree of uniqueness and improve the text's readability.

1.13. Logo Design — The creative process of developing a unique graphic representation of a company or product name, a trademark, or an emblem that serves as the visual identifier of the Client's brand.

1.14. Technical Support — a set of routine and emergency maintenance tasks aimed at ensuring the Website's stable operation, resolving technical issues, providing consulting assistance to the Client's staff, and monitoring the server infrastructure.

1.15. Website Promotion (SEO) — a set of measures for the internal and external optimization of the Website, aimed at increasing its visibility in search engine results for target queries and attracting targeted traffic.

1.16. Confidential Information — any information disclosed by the Parties to each other in any form relating to technical solutions, business models, financial indicators, and the algorithms of digital products.

2. SUBJECT MATTER OF THE AGREEMENT

2.1. The subject matter of this Agreement is the Contractor's performance, pursuant to the Customer's Order, of a comprehensive list of activities aimed at software development, graphic design, content creation, deployment, and ongoing support of information systems (hereinafter referred to as the "Services"), as well as the acceptance and payment for these Services by the Customer in accordance with the procedure and terms set forth in this Offer.

2.2. In fulfilling its obligations under this Agreement, the Contractor shall provide Services in the following areas of business activity:

2.2.1. Computer programming and software development: writing, modifying, testing, and maintaining software code; developing the structure and content of system and application software; creating scripts, databases, and integrating complex logical modules.

2.2.2. Consulting on informatization issues: providing expert recommendations on the selection of software architecture, hardware, and network configurations; planning and designing computer systems that integrate hardware, software, and communication technologies; professional advice on the selection of technology stacks and system modernization.

2.2.3. Configuration of infrastructure and administration: services to help in the selection and deployment of information resources on third-party web nodes; technical configuration of cloud server solutions rented by the Customer from third parties and their further software maintenance.

2.2.4. Creation and operation of websites that use search engines to build and maintain large databases for the purpose of enabling user navigation, search, and interaction; web portal operations.

2.2.5. Publishing of other software: development and release of ready-to-use system and application software products, including updates and patches for them.

2.2.6. Creative Services and Design: development of unique logos, creation of a brand book, UI/UX interface design, graphic design of individual website pages, and creation of banners.

2.2.7. Content Management and Copywriting: professional writing of text materials, rewriting of existing content, development of content plans, and optimization of texts for search queries (SEO copywriting).

2.2.8. Promotion and Support: SEO optimization of the Website for search engines, technical support, uptime monitoring, and configuration of security and backup systems.

2.3. Services are provided by the Contractor based on specific Orders from the Client and in accordance with the Technical Specifications. Each Order may include a combination of the above-mentioned activities.

2.4. Services are considered properly provided and confirms the absence of claims to their quality and volume by the Customer, if after accepting the services, the Customer has not sent a reasoned claim regarding the services provided (work performed) within 3 (three) days.

3. PROCEDURE AND TERMS FOR THE PROVISION OF SERVICES

3.1. The process of providing Services under this Agreement is an integrated technological process of the Contractor, which may include the following algorithm for the interaction and

coordination of the Parties' actions:

3.1.1. Requirements Analysis and Refinement Phase: the Contractor's analysis of the information provided by the Customer, consultations regarding business logic, and the Contractor's development of an overall concept for the provision of the Services.

3.1.2. Parameter and Specification Definition Stage: the Parties shall define and agree upon the functional and technical parameters of the Services' deliverables in electronic communication channels. The Parties agree that such agreement is sufficient to identify the scope of the Services and does not require the preparation of additional paper documents.

3.1.3. Visual implementation and design stage: development of the graphical concept of the interface, identification elements (including the logo, if provided for in the Order), and approval of the visual characteristics of the future product via electronic communication channels.

3.1.4. Technical implementation stage: software implementation of functionality, website layout, and integration of necessary software modules in accordance with the parameters previously agreed upon by the Parties.

3.1.5. Information Support and Content Development Stage: preparation and placement of text or graphic materials (copywriting/rewriting) within the Website's software environment in accordance with the agreed-upon structure.

3.1.6. Verification and quality control stage: internal review by the Contractor of the results of the Services, testing the code's functionality and compliance with the parameters agreed upon via electronic communication channels.

3.1.7. Completion and Access Provision Stage: configuration of the Hosting's technical parameters and actual provision of access to the results of the Services to the Customer.

3.2. The Parties agree that the stages listed above constitute the Contractor's internal methodology. The Contractor independently determines the necessity, sequence, and duration of each stage depending on the specifics of the particular Order.

3.3. The Contractor has the right to engage third parties (subcontractors, specialized experts, freelancers) to perform individual stages of the Order.

3.4. The Contractor shall commence work upon receipt of payment against the Invoice.

3.5. The Customer is obligated to provide the Contractor with all necessary informational materials, technical access (to third-party server infrastructure (hosting, domain names), and content within the timeframes specified or upon a separate request from the Contractor. In the event of a breach of this obligation by the Customer, the Contractor has the right to suspend the provision of Services, and the term for fulfilling the Order shall be extended by the duration of the forced downtime.

3.6. All communication between the Parties (approval of mockups, technical specifications, reporting, etc.) shall be conducted via electronic communication channels. Notifications sent via such means of communication shall have full legal force and shall be deemed equivalent to written documents. The Parties may also agree on another method of communication.

3.7. If technical specifications are in place, the Client has the right to initiate changes to the already agreed-upon technical specifications. Such changes shall be formalized in a separate Invoice-Statement and paid for separately, as they may significantly affect the final result of the

digital product and/or service and the deadlines for their delivery.

3.8. Services are provided remotely via the Internet. If in-person meetings are necessary, the location and time of such meetings shall be agreed upon by the Parties separately.

4. COST OF SERVICES AND PAYMENT PROCEDURE

4.1. The total cost of the Services under this Agreement is determined as the aggregate cost of all stages of work (services provided) specified in the Invoice-Statement or calculated in accordance with the Contractor's current price list at the time the Order is placed.

4.2. The Parties agree that the cost of the Order is not fixed and may vary depending on market prices for IT services, the quality characteristics of the final product, the volume (quantity) of resources involved, or changes to the scope of Services at the Customer's initiative. Any change in cost shall be agreed upon by the Parties by issuing an Invoice-Statement.

4.3. All financial settlements shall be made exclusively in the national currency of Ukraine—the hryvnia. If the cost of the Services in the commercial proposal or on the Website is specified in a foreign currency, the conversion to hryvnia shall be made at the official exchange rate of the National Bank of Ukraine (NBU) or the commercial exchange rate of the Contractor's bank on the date the Invoice is issued.

4.4. Services are provided on a 100% (one hundred percent) prepayment basis.

4.5. The Parties agree that payment of the Invoice in the form of prepayment constitutes acceptance of the Order and confirmation of the Customer's agreement to the terms of service provision. In this case, final confirmation of the quality and scope of the Services performed under such an Invoice-Certificate occurs automatically 3 (three) days after the actual delivery of the Service Results, unless the Customer has sent a reasoned refusal.

4.6. Services are provided on the terms of full (100%) or partial (in accordance with the Technical Specifications) prepayment. Payment of the Invoice at this stage constitutes an advance payment, confirming the Customer's intention to receive the Services and their full agreement with all terms of this Agreement.

4.7. Services shall be deemed paid for by the Customer upon the Contractor's receipt of confirmation from the bank that the full payment amount has been credited to the Contractor's current account. In certain cases, at the Contractor's sole discretion, the Contractor may request additional confirmation of payment from the Customer (a copy of the payment order, receipt, or bank statement).

4.8. The Customer is obligated to pay the issued Invoice within 3 (three) banking days. In the event of a breach of this deadline, the Contractor reserves the right to unilaterally change the start and end dates for the provision of Services.

4.9. Any bank fees, payment system charges, or currency conversion costs associated with transferring funds to the Contractor's account shall be paid by the Customer at its own expense and may not be deducted from the total cost of the Services.

4.10. In the event that additional work arises that was not provided for in the initial Technical Specification (additional revisions, new functional requirements), the Contractor shall issue an additional Invoice, payment of which is mandatory for the continuation of work on the project.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Contractor undertakes to:

5.1.1. Provide Services of high quality and in full compliance with the requirements and this Agreement.

5.1.2. Adhere to the agreed deadlines or project implementation schedules, except in cases of force majeure or delays on the part of the Customer.

5.1.3. Upon the Client's request, provide up-to-date information on the status of the Order's fulfillment via electronic communication channels.

5.1.4. Inform the Client of any technical errors identified, inconsistencies in the provided materials (texts, logos), or the inability to implement certain functions within the scope of the selected technologies.

5.1.5. Ensure the confidentiality of information and access rights received from the Customer during the course of cooperation.

5.2. The Contractor has the right to:

5.2.1. Independently engage subcontractors, freelancers, or specialized services to perform the work, while remaining liable to the Client.

5.2.2. Independently determine the methods, algorithms, and tools for providing services (performing work).

5.2.3. Fully suspend the provision of Services and restrict access to the Results of the Services in the event of a breach by the Customer of the terms of Section 3 of this Agreement.

5.2.4. Refuse to post on the Website any content that violates the laws of Ukraine, the copyrights of third parties, or moral and ethical standards.

5.3. The Customer undertakes to:

5.3.1. Pay for the Services in a timely manner and in full in accordance with the terms of this Agreement.

5.3.2. Provide the Contractor, within 2 (two) business days of receiving a request, with all necessary source materials (if available): Text materials, Images, Logos, Logins and Passwords for third-party server infrastructure (hosting), domain control panels, API keys, etc.

5.3.3. Provide prompt feedback and approve work stages (design, layout, content) within 24 hours of receiving a request.

5.3.4. Guarantee the legality of the origin of the provided materials and that they do not infringe upon the intellectual property rights of third parties.

5.4. The Client has the right to:

5.4.1. Monitor the process of developing and fulfilling the Order without directly interfering in the Contractor's technical processes and work.

5.4.2. Receive consulting assistance regarding the administration of the Website and the use of the Service Results within the agreed timeframe.

5.4.3. Request the free correction of Errors (Bugs) if they conflict with the Order or the Technical Specifications, within 30 calendar days from the date of project delivery.

6. PROCEDURE FOR ACCEPTANCE OF SERVICES

6.1. The Parties agree to use a simplified procedure for the acceptance and transfer of the Services provided, which complies with modern standards of business conduct and simplifies accounting.

6.2. In accordance with business practice and the requirements of tax legislation regarding IT services, the Customer's payment of the Invoice-Certificate serves as confirmation of the Contractor's proper performance of the Services and the Customer's acceptance of them in full.

6.3. The procedure for delivering the Results of the Services may be carried out in the following ways (the list below is not exhaustive and may be supplemented depending on the technical specifics of a particular Order):

6.3.1. Granting the Client full access to the administrative panel of the developed Website.

6.3.2. Transfer of the source code via a version control system (e.g., GitHub, GitLab) or by sending an archive to the Customer's email address.

6.3.3. Deployment of the software product on the Client's third-party server infrastructure (hosting) and verification of its functionality on the Internet.

6.3.4. Provision of links to cloud storage containing graphic materials (logos, mockups) and text files (copywriting).

6.4. The services shall be deemed delivered upon the Contractor's transfer of such services to the Customer in accordance with the terms of this Agreement.

6.5. If the Customer does not submit a substantiated written claim via Electronic Communication Channels within 3 (three) days after the actual completion of the work or the provision of access to the Service Results, the Services shall be deemed accepted by the Customer in full, in a timely and high-quality manner, and the Contractor's obligations shall be deemed duly fulfilled.

6.6. A substantiated claim must contain clear information regarding the non-conformity of the result and a detailed description of the identified Error (Bug). Subjective assessments shall not be considered grounds for refusing to accept the Services.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. All objects created by the Contractor in the course of providing the Services, including but not limited to: source code, database architecture, logos, corporate identity elements, UI/UX mockups, and text content (copywriting, rewriting), are subject to copyright and are protected under the laws of Ukraine and international treaties.

7.2. Personal non-property rights to the Results of the Services belong to the authors (the Contractor or specialists engaged by the Contractor) and are inalienable.

7.3. TRANSFER OF PROPERTY RIGHTS: All economic intellectual property rights to the Results of the Services (Digital Product) are transferred from the Contractor to the Client in full only after the date on which the Client makes full (100%) payment for the cost of the Services in accordance with the relevant Invoice.

7.4. Until full payment is made, the Client is granted a limited, revocable, non-exclusive license to use the Results of the Services solely for testing and familiarization purposes, without the right to publish them, launch them into commercial operation, or transfer them to third parties.

7.5. Specification of rights to content and design:

7.5.1. Upon full payment, the Client receives the exclusive right to use the created logo as a mark for goods and services, including its registration as a trademark.

7.5.2. Rights to copywriting and texts include the right to publish, reproduce, and adapt them at the Client's discretion.

7.5.3. Rights to the source code include the right to modify it either by the Client's own efforts or with the involvement of other developers.

7.6. Third-Party Components and Open Source: The Parties understand that in providing the Services, the Contractor may use open-source libraries, frameworks, or modules (Open Source Components). The intellectual property rights to such components do not transfer to the Customer but are granted under the terms of the relevant public licenses (MIT, Apache, GNU GPL, etc.).

7.7. Portfolio Rights: The Client grants the Contractor a perpetual, royalty-free right to use the project name, the Client's trademark (logo), and visual results of the services (screenshots, interface video recordings) for display in the Contractor's portfolio on the websites, and for the purpose of advertising the Web Studio's services, unless otherwise expressly prohibited by the Client in writing prior to payment.

8. LIABILITY OF THE PARTIES AND DISCLAIMER

8.1. The Parties shall be liable for failure to perform or improper performance of their obligations under this Agreement in accordance with the applicable laws of Ukraine and the terms of this Offer.

8.2. Limitation of the Contractor's financial liability:

8.2.1. The Contractor's aggregate financial liability for any claims, complaints, or lawsuits by the Customer arising from this Agreement or related to the provision of the Services shall under no circumstances exceed the amount of the Services' cost actually received by the Contractor from the Customer for the specific stage of work regarding which the dispute arose.

8.2.2. Under no circumstances shall the Contractor be liable for any indirect damages, lost profits, loss of anticipated profits, loss of business reputation, interruption of business operations, or loss of the Customer's confidential commercial information, even if the Contractor was warned of the possibility of such damages.

8.3. Disclaimer of Liability for the Actions of the Customer and Third Parties:

8.3.1. The Contractor shall not be liable for any disruption in the functionality, availability, or proper display of the Website (including, but not limited to: the occurrence of 404 (Not Found) errors, a critical drop in search engine rankings on Google, or violations of the link structure), if such consequences were caused by the Client's own intervention or that of third parties to whom the Client granted access to the Website's administrative panel (backend).

8.3.2. Any changes to the code, plugin settings, category structure, or content made by the Customer after the official handover of the Service Results, , are considered the Customer's sole responsibility. The Contractor is not obligated to correct third-party errors free of charge or to restore the functionality of the Website damaged as a result of such actions. Work to rectify the

consequences of the Customer's improper use of the administrative panel shall be paid for as a new Order at the Contractor's rates.

8.4. Disclaimer regarding the need for updates and refinements:

8.4.1. The Customer acknowledges and agrees that digital products operate in a dynamic environment. Over time, there arises an objective need to update the Website's software core, its individual components, modules, and plugins, as well as the system and application software on the server.

8.4.2. The Contractor shall not be liable for the Website or its individual functions ceasing to operate due to outdated software versions, browser algorithm updates, or changes in third-party service policies (APIs). Services related to the technical updating and modernization of the digital product are not included in the cost of the initial development and require the conclusion of a separate Order for Technical Support Services.

8.5. Disclaimer of Liability for Data Preservation:

8.5.1. Upon completion of the Services and provision of full access to the Service Results to the Customer, the responsibility for regular backup and data preservation rests solely with the Customer.

8.5.2. The Contractor is not obligated to store copies of the Website on its own servers and shall not be liable for any loss of work results resulting from hacking, third-party server infrastructure (hosting service failures), or the Client's negligence. Restoring the Website from the Contractor's archives (if they have been preserved) is an additional paid Service.

8.6. External Factors and Infrastructure:

8.6.1. The Contractor is not liable for failures caused by third parties: third-party server infrastructure (hosting providers), domain name registrars, telecommunications operators, or payment systems.

8.6.2. The Contractor does not guarantee the stability of the Website's rankings in search results, as search engine algorithms (e.g., Google) are beyond the Contractor's control.

8.7. Client's Liability:

8.7.1. The Client bears full responsibility for the legality of the content posted on the Website and for compliance with third-party copyrights regarding the provided materials (texts, logos, photos).

8.7.2. The Client is responsible for the security and confidentiality of the usernames and passwords provided to them. Any actions performed on the Website using the Client's login credentials are considered to be actions of the Client themselves.

9. CONFIDENTIALITY AND NON-DISCLOSURE OF INFORMATION

9.1. Confidential information under this Agreement is defined as any information of a technical, technological, commercial, financial, or strategic nature that is disclosed by one Party to the other in any form (written, electronic, or oral) in the course of providing the Services.

9.2. The Parties undertake to use confidential information solely for the purpose of fulfilling their obligations under this Agreement and to take all necessary measures to prevent its disclosure to third parties without the prior written consent of the other Party.

9.3. The Contractor has the right to disclose confidential information to subcontractors, freelancers, or consultants only to the extent strictly necessary for the provision of the Services.

9.4. Confidentiality obligations do not apply to information that:

9.4.1. Is or becomes publicly available through no fault of the Party that received it.

9.4.2. Must be disclosed at the request of law enforcement agencies, a court, or other government authorities in accordance with the mandatory provisions of Ukrainian law.

9.5. The Parties acknowledge that the leakage of technical access credentials, API keys, or source code may cause significant damage to the business. In the event that a disclosure of information is found to have occurred through the fault of one of the Parties, the at-fault Party undertakes to compensate the other Party for proven direct losses.

9.6. The confidentiality obligations shall remain in full force and effect throughout the entire term of this Agreement, as well as for 5 (five) years following its termination, cancellation, or the completion of the provision of Services.

10. COOKIE AND DATA PROCESSING POLICY

10.1. The Contractor does not use cookies to identify the personal data of specific users, but may use Google to maintain the functionality of the Website.

10.2. Legal and technical nature of cookies:

10.2.1. Cookies are small pieces of data (text files) sent by a web server and stored on the end device (computer, smartphone, tablet) of the Customer or any Website visitor via their browser.

10.2.2. These files are not malicious software, do not contain viruses, do not launch third-party processes on the Customer's system, and are not used by to gain unauthorized access to private information or files on the user's device.

10.3.3. The Contractor does not use cookies to identify the personal data of specific users.

10.4.2. Data processing via Google tools is carried out in accordance with international security and data protection standards, and the information obtained is used by the Contractor exclusively to improve the strategy for providing Services and for the technical modernization of the Website.

10.5. Privacy Management and Opting Out of Cookies:

10.5.1. The Customer has the right to change the privacy settings in their web browser at any time: block the automatic storage of cookies, set a prompt to receive them, or completely delete existing data.

10.5.2. The Contractor warns that completely blocking cookies may result in restricted access to certain Website features, incorrect display of the portfolio, or technical glitches when attempting to order Services via feedback forms.

11. FORCE MAJEURE

11.1. The Parties shall be exempt from liability for the total or partial non-performance, or improper performance, of their obligations under this Agreement if such non-performance was a direct consequence of force majeure circumstances that arose after the conclusion of the Agreement and which the Parties could neither foresee nor prevent by reasonable measures.

11.2. Force majeure circumstances include:

11.2.1. Military actions, declared or undeclared war, armed conflicts, mass riots, terrorist acts, blockades, or threats of such events.

11.2.2. Large-scale cyberattacks (DDoS attacks, virus infections of critical servers) leading to a complete or partial loss of access to code repositories or third-party server infrastructure (hosting control panels).

11.2.3. Prolonged emergency or scheduled power outages, lack of stable communication or Internet access due to damage to backbone communication lines or actions by providers.

11.2.4. Natural disasters, epidemics, fires, as well as regulatory acts of government authorities restricting the business activities of the Contractor or the Customer.

11.3. The deadline for fulfilling obligations under this Agreement shall be extended in proportion to the duration of the force majeure circumstances and their consequences.

11.4. The Party for which the performance of obligations has become impossible is obligated to notify the other Party by email within 5 (five) business days from the moment such circumstances arise . Failure to notify or untimely notification deprives the Party of the right to invoke force majeure as a basis for exemption from liability.

11.5. Proper confirmation of the occurrence of force majeure circumstances shall be a relevant certificate or official statement issued by the Ukrainian Chamber of Commerce and Industry (UCCI) or another authorized state body.

12. TERM, AMENDMENTS TO THE TERMS, AND EARLY TERMINATION

12.1. This Agreement (Public Offer) shall enter into force upon its official publication on the Website and shall remain in effect indefinitely until revoked by the Contractor.

12.2. Early termination of the Agreement: The Contractor has the right to prematurely complete work on the project and terminate this Agreement by sending the Client a corresponding notice via Electronic Communication Channels no later than 10 (ten) calendar days prior to the scheduled termination date.

12.3. Financial Settlement upon Termination: In the event of early termination of the Agreement, the Client is obligated to make full payment for all Services actually provided by the Contractor as of the date of service provision (termination of work). The settlement amount is determined based on the working hours spent and the completed stages of work. Any advance payment made earlier shall not be refunded to the Customer in such a case, as it covers the Contractor's operational expenses for project launch and resource reservation.

12.4. Policy on Errors (Bugs): The Parties agree that the discovery of critical errors (Bugs) in the software code or design during the development or testing phase due to the Contractor's fault does not constitute a valid basis for the Client to refuse payment for the Services provided or to terminate the Agreement unilaterally without payment. However, in such a case, the Contractor assumes an unconditional obligation to remedy the identified defects on its own and bring the Results of the Services into full compliance with the agreed Order.

12.5. The Contractor has the right to unilaterally amend or supplement the terms of this Offer at any time. The new version of the Agreement shall take effect upon its publication on the

Website. The Customer is solely responsible for periodically reviewing the current version of the Agreement.

13. DISPUTE RESOLUTION AND MEDIATION

13.1. Pre-litigation Settlement and Negotiations:

13.1.1. The Parties agree that constructive negotiations are the preferred method for resolving any disputes.

13.1.2. The resolution procedure begins when one Party sends a written claim to the other via Electronic Communication Channels. The claim must be well-founded and contain a specific description of the violation, references in accordance with the terms of this Agreement, as well as proposals on how to resolve the issue.

13.1.3. The claim shall be reviewed within 15 (fifteen) business days of receipt. If no response is received within the specified period, the claims set forth in the claim shall be deemed to have been accepted by the other Party in full and without objection.

13.2. Involvement of an independent mediator:

13.2.1. If, following negotiations and the claims procedure, the Parties have not reached a consensus, they shall agree to proceed to the mediation stage.

13.2.2. The mediator's candidacy and terms of compensation shall be approved by the Parties by unanimous decision. If the Parties are unable to agree on a mediator's candidacy within 5 days, the mediation procedure shall be deemed not to have taken place.

13.2.3. The mediation period is limited to a specific timeframe—no more than 30 (thirty) calendar days from the date of approval of the mediator's candidacy. During this period, the Parties are obligated to cooperate in good faith with the mediator to find a mutually acceptable solution.

13.3. Litigation:

13.3.1. If all pre-litigation methods, including negotiations and mediation, have failed to reach a consensus, or if the mediation period has expired without result, either Party has the right to refer the matter to court.

13.3.2. All disputes arising from or related to this Agreement shall be resolved by a competent court in accordance with the jurisdiction and venue established by law. The Parties agree that such a court shall be the Commercial Court of Ukraine (based on the Contractor's territorial jurisdiction in Kyiv).

13.3.3. The substantive and procedural law applicable to the resolution of the dispute shall be the current legislation of Ukraine.

14. FINAL PROVISIONS AND DETAILS

14.1. Amendments and Additions to the Terms:

14.1.1. The Contractor has the right to unilaterally amend or supplement these Terms at any time. The Client shall be notified of such changes by publishing the new version of the Agreement on the Website.

14.1.2. Depending on the significance of the changes, the Contractor may additionally notify the

Customer via Electronic Communication Channels; however, the absence of such notification does not relieve the Customer of the obligation to comply with the current version of the Agreement.

14.1.3. The current version of the Contract is an open, publicly available, and official document of the Contractor, which is always available on the Website at: swimmincat.wtf.

14.2. Legal Effect:

14.2.1. The text of this offer is written in English. In the event of translations into other languages, the Ukrainian-language version shall prevail.

14.2.2. If any provision of this Agreement is found by a court to be invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of the Agreement as a whole.

14.4. CONTRACTOR'S DETAILS:

Individual Entrepreneur Yuriy Olegovich Kondrak

Registration number in the Unified State Register: 2010350000000761719

Tax Status: Single tax payer of Group 3, non-VAT payer

e-mail: hello@swimmincat.com

website: swimmincat.wtf