

**Contract  
for the provision of maintenance services  
(contract of accession)  
(as amended from 01.08.2023)**

c. Odesa

May 04, 2021

**1. DEFINITIONS**

For this Agreement, which is an adhesion agreement, the following terms are used in the following meaning:

"Apartment" - a room located in the Complex, intended for temporary residence of the Owner and members of his family.

"Clients of the Complex" - the Owners of the Apartments.

"Contractor" - Limited Liability Company "ZHILSTROYSERVICE-2", which operates the Complex.

"Complex" - a multi-storey building located at the address: Odessa, st. French Boulevard, 60/1, consisting of load-bearing and enclosing structures that form the ground and underground premises, which include Apartments, Common Areas, Non-Residential Premises, Adjoining Territory and Parking.

"Services" - the activities of the Contractor for the maintenance of the Complex (including networks, structures, and the adjacent territory), aimed at ensuring optimal conditions for the stay of persons on the territory of the Complex, by the approved regulations and standards. The list of services, the provision of which the Contractor undertakes to provide, is defined in Annexes 1 and 2 to this Agreement and is exclusive to the Apartment Owners.

"Parking place" - a section (allocated part) of the Parking lot, which is the object of ownership of a separate Owner.

"Public areas" - the areas of the Complex which serve for common use by the Clients of the Complex.

"Parking" - a site located within the Complex, specially designed for parking.

"House Adjacent Territory" - the area around a multi-storey building located at the address: Odessa, st. French Boulevard, 60/1 within the land plot on which the Complex is located, and related infrastructure necessary for the use and maintenance of the Complex, incl. sites, driveways, and other facilities located within the Complex and territories intended for general use by the Clients of the Complex, their visitors.

"Access Protocol" - the rules of access and behavior in the Complex, considering changes that may be made by the Contractor and/or the Owner of the Complex.

"Owner of the Complex" - Limited Liability Company "ZHILSTROYSERVICE-2", registration number - 34319566.

"Owner" means a person who is the registered owner of one or more Apartments.

"Measuring tool" is a technical device for accounting for a service's quantitative and/or qualitative indicators, which has normalized metrological characteristics.

"Party" - the Contractor or the Owner;

"Parties" - the Contractor and the Owner;

"Construction and repair work" - has the meaning specified in clause 10.1 of the Agreement.

"Facade" - external constructive and color design of the Complex.

**2. SUBJECT OF THE CONTRACT**

2.1. The subject of this Agreement is the relationship between the Contractor and the Owner to ensure

the Complex's maintenance, maintenance and operation (including the Adjoining Territory).

2.2. Under this Agreement, the Contractor assumes obligations to ensure the proper provision of the Services.

2.3. Under this Agreement, the Owner undertakes to pay for the Services in a timely manner and in full and to fulfill other obligations and operating rules provided for in this Agreement.

### **3. SERVICES PROVIDED**

3.1. During the entire term of this Agreement, the Contractor undertakes to ensure the provision of the Services to the Owner, including:

- to provide heating;
- to provide hot and cold water supply;
- for water disposal;
- on the power supply.

At the same time, the distribution points where the specified services for the Owner's Apartments are transferred from the Contractor to the Owner are:

- for providing heating - Means of accounting for heat energy (for each Apartment) - the property of the Contractor;
- to ensure hot and cold water supply - Water meters (for each Apartment) - the property of the Contractor;
- for drainage - a drain hole of the sewer riser.
- for power supply - at each Apartment's output terminals of Metering Means.

3.2. The Parties understand and agree that the procedure for providing the Services and their quantitative and qualitative indicators must comply with the terms of this Agreement and the requirements of the current legislation of Ukraine. The Owner acknowledges that independent providers provide some services, the actions of which may be beyond the control of the Contractor; however, in the event of a stoppage or interruption in the supply of services, the Contractor undertakes to immediately inform the Owner about this and take reasonable measures to resume the provision of services.

3.3. Services are provided to the Owner in the manner prescribed by the Agreement, except in cases due to decisions of authorized state bodies or local governments, force majeure circumstances, and the legislation of Ukraine.

3.4. The Parties confirm their agreement that the provision of the Services is carried out (provided) by the Contractor and/or third parties (having the appropriate permits and licenses to provide the relevant services) involved by the Contractor in the performance of this Agreement on a contractual basis. The involvement of such persons by the Contractor in the provision of the Services does not require additional consent from the Owner.

3.5. The Parties understand and agree that the list and cost of the Services are not final and may be changed during the term of this Agreement, including in the event of changes in the current legislation or based on decisions of state bodies and/or local governments. The Contractor, during the term of this Agreement, has the right to increase the cost of the Services in the event of circumstances that are associated with a significant increase in the Contractor's expenses for providing the relevant Services to consumers (including an increase in the cost of the services of the appropriate contractors, inflation, etc.). The Parties agree that amendments and/or additions to the Agreement in cases stipulated by the decisions of the authorized bodies are not required. In other cases, the Agreement is subject to change in the manner provided for in the paragraph Unless otherwise provided by the Agreement; the Agreement is subject to change by posting by the Contractor the relevant agreement on amending the Agreement on the Contractor's website/application and joining the Apartment Owner to it by signing a notice of accession and sending such notice to the Contractor. Agreement.

3.6. The monthly cost of the Services is determined based on the calculation outlined in Appendix 3 to the Agreement and the volume of consumed services according to the Means of accounting for water supply, heat supply, and electricity supply. The cost of the Services is subject to indexation by clause. The Parties have agreed on the following procedure for indexing the cost of the Services: of the Agreement.

3.7. Services, the list given in Appendix 2 to the Agreement, are provided by the Contractor to the Owner individually.

3.8. The Owner confirms his agreement that payment for the Contractor's Services provided for in this Agreement does not depend on the actual use of such services by the Owner.

3.9. The Owner confirms his consent and readiness to be responsible for non-compliance by the Owner, Clients of the Complex, persons living/arriving in the Owner's Apartments, and guests invited by the Owner, with the rules provided for in the Access Protocol.

#### **4. PROCEDURE FOR PAYMENT FOR SERVICES. INDEXATION OF THE COST OF SERVICES**

4.1. The settlement period under this Agreement is a calendar month.

4.2. The fee for the Services is calculated by the Contractor at the end of the billing month and paid by the Owner every month, on the based invoice, no later than the 7th (seventh) day of each month following the billing month, throughout the entire term of the Agreement, unless another payment procedure is expressly provided for in this Agreement for certain types of services.

4.2.1 Payment for water supply services is made according to the indications of the cold and hot water metering means; heating – is according to the signs of the metering meter for heat energy and general house heat energy meters (taking into account the cost of heat energy for heating the Common Areas), except for the cases specified in clause 4.2 .2 Contracts.

4.2.2 For the period of periodic verification of Water and Heat Metering Means, or their malfunction, the Owner makes payment within the terms specified in the first paragraph of clause 4.2 of the Agreement, in the following order:

- for the supply of cold and hot water - according to the average monthly readings of the Accounting Means for three consecutive months immediately preceding the billing month;
- for heating - according to the average monthly readings of Metering Means for the previous heating period.

The Owner, who owns the Parking Place, undertakes to compensate the Contractor for maintaining and maintaining the Parking Lot.

4.3. Payment for the Services is made in a non-cash form by depositing/transferring funds in hryvnia to the Contractor's settlement account using the details specified in the invoice issued by the Contractor. When depositing funds to the Contractor's account, the proper fulfillment of obligations is considered to be the presentation of a receipt for payment of the appropriate amounts for the Services provided with a note from the Contractor's bank that the payment was accepted or an electronic receipt in pdf format. From the Contractor's bank or payment system to pay the appropriate amounts for the Services provided.

4.4. The Owner pays the fee based on the invoice received from the Contractor to the Contractor's current account through a banking institution.

4.5. The commission of a bank or other payment systems, which may be deducted from the Owner when paying for the Services, should not affect the total fee for the Services and is paid by the Owner additionally.

4.6. If, when making a payment for the Services, the Owner pays an amount more significant than that indicated in the relevant invoice for the payment of the Services, the excess will be taken into account in the invoice for the payment of the Services for the next month.

4.7. If the Owner does not receive a regular invoice for payment for the Services for the billing month before the 10th (tenth) day of the month following the billing month, the Owner is obliged to independently contact the Contractor to receive such an invoice no later than the 15th (fifteenth) day of the month following the billing month and pay it within 3 (three) working days from the date of provision of the invoice by the Contractor under the terms of this Agreement.

4.8. In case of non-payment (both partial and in full) / non-acceptance of the Owner with the cost of the Services within 10 (ten) business days from the date the Owner receives the relevant notification, the Contractor has the right to suspend the provision of the Services to the Owner.

4.9. In case of changes in prices/tariffs for the Services, the Contractor, not less than 30 (thirty) calendar days before their application, informs the Owner about this regarding the decision of the relevant authorities (if any). Notice to the Owner about a change in the current prices/tariffs or services is considered to be duly carried out if such a message was posted on the Contractor's website/application later than 30 (thirty) calendar days before the start of application of the relevant prices/tariffs by the Contractor. Payment for the Services does not depend on the Owner's residence

and/or stay in the Apartment. For the period of his absence, regardless of the duration of such absence, the Owner pays for the Services on the general basis specified in this Agreement.

4.10. The Parties agreed on the following procedure for indexing the cost of the Services:

- Indexation of the cost of the Services will be carried out by the Contractor in January of each year based on the official inflation index (consumer price index) for 12 (twelve) calendar months from January to December, which will be published on the website: <http://www.ukrstat.gov.ua/>.

The formula will determine the indexing size:

$C \times AI = RI$ , where

C - the cost of services for the maintenance of the Complex (including facilities and the Adjoining Territory): as of the date of conclusion of the Agreement,

AI - inflation index,

RI - indexing size.

4.11. To compensate for the costs specified in Appendix 3, which will be billed as a separate line, the Contractor will distribute the actual costs for the billing month in proportion to the area of the Owner's Apartments to the total area of the premises of the Complex intended for temporary residence, according to the current tariffs for electricity consumed by joint systems of the Complex (including the lighting of common areas; ensuring the functioning of elevators; systems of water supply, ventilation, air conditioning, fire protection; water supply for the operation of the technical systems of the Complex, heating of common areas, cleaning of common areas and watering lawns, etc.).

Once every six months, the Contractor has the right to reconcile the actual volumes of services rendered with the calculated indicators and recalculate them (with the need for an additional payment by the Owner or crediting funds by the Contractor in future periods), while the first reconciliation is made after 6 (six) months from the date of purchase by the Owner your apartment.

## **5. PROCEDURE FOR CREDIT AND RECALCULATION OF PAYMENTS**

5.1. In case of non-provision of the Services or provision of them not in full, deviation of their quantitative or qualitative indicators from the normative ones, the Contractor shall recalculate the amount of the fee for the Services provided.

For this Agreement, the Parties agreed that if the Contractor provides services of inadequate quality or does not provide services included in the invoice by the Contractor, the Owner must apply to the Contractor with a written request to recalculate the payments due. Such a written request of the Owner must be sent to the Contractor within 3 (three) working days after receipt of the Contractor's invoice. The Contractor shall consider the written claim submitted in this way and inform the Owner in writing within 3 (three) business days of the results of the consideration of the Owner's claim while simultaneously providing a new invoice with the listed amount payable if the Owner claims are subject to satisfaction.

5.2. Requirements or claims not submitted to the Contractor in writing and/or in violation of the deadlines for their submission established by this Agreement shall not be subject to consideration by the Contractor. In this case, the Owner is obliged to pay for the Services rendered following the invoice issued by the Contractor, per the terms of this Agreement, and within the period established by this Agreement for payment.

5.3. The parties have agreed on the following procedure for enrolling the Owner's payments:

5.3.1 First of all, the fine provided for by this Agreement and the penalties accrued for violation by the Owner of its obligations under this Agreement are paid off;

5.3.2 Secondly, the debt for the previous billing periods is repaid;

5.3.3 In the third place, the debt for the current billing period is repaid.

## **6. RIGHTS AND OBLIGATIONS OF THE OWNER**

### **6.1. The owner has the right:**

6.1.1 to timely receive from the Contractor information about the list of Services, the tariff structure, the total amount of the monthly payment for the Services, consumption rates, the mode of provision of the Services, their properties, as well as other information about the Services, which will be posted on the Contractor's website/application;

6.1.2 for the timely receipt of Services of adequate quality by the terms of the Agreement;

6.1.3 for the Contractor to eliminate the identified shortcomings in the provision of the Services

within the time limits established by law and this Agreement;

6.1.4 to reduce the amount of payment for the Services provided in case of their non-provision or provision not in full, reducing their quality in the manner specified in the Agreement and legislation;

6.1.5 to compensate for actual documented losses caused to his property, harm caused to his life or health as a result of not providing the Services or providing the Services of inadequate quality;

6.1.6 use the facilities of the Complex, the list of which is given in Appendix 1 to the Agreement. For the avoidance of doubt, the fee for using the facilities of the Complex specified in Appendix 1 is included in the cost of the Services and is not subject to additional payment to the Contractor;

6.1.7 require the Contractor to comply with its obligations under this Agreement.

## **6.2. The owner is obliged:**

6.2.1 pay for the Services on time and in full, order from the Contractor the required number, determined by the Access Protocol, of keys and access cards that provide access to the Complex and Parking, and reimburse the Contractor for their cost in case of loss of keys or access cards, immediately inform about this Contractor to block them in the access system;

6.2.2 promptly notify the Contractor of all emergencies that may threaten the health of the Owners and other persons residing or located on the territory of the Complex or cause material damage;

6.2.3 take timely measures to eliminate the identified problems related to the receipt of the Services that arose through the fault of the Owner or other persons residing/staying in the Owner's Apartment; promptly (no later than 3 (three) working days from the date of receipt of the Contractor's request) respond to the Contractor's oral and written requests regarding the fulfillment of the terms of this Agreement; regularly get acquainted with the information of the Contractor regarding the implementation of this Agreement, posted on the website / in the application of the Contractor, as well as messages from the Contractor by electronic communication and SMS, or other means, the use of which the Contractor can notify the Owner in writing;

6.2.4 not interfere with the general house security and alarm systems located on the territory of the Complex;

6.2.5 not to interfere with the integrity of the communications of the Complex (inside the Apartments and outside them), including water and electricity networks, heating and ventilation/air conditioning systems, not to install, connect and/or use devices and equipment with a capacity exceeding technological capabilities of engineering, electrical systems of the Complex and Apartments without prior written approval from the Contractor;

6.2.6 not make changes to the Facade, including violations of the approved set of furniture on the balconies posted on the Contractor's website/application, changes in color scheme, installation of additional structures, etc.; not to place or use any signs, billboards, flags, masts, antennas, satellite dishes, CCTV cameras and other similar or similar devices on the Facade, balconies, and Adjoining Territory; not change the glazing of the Facade and not glazing open (not glazed) loggias and terraces; not to install air conditioners anywhere in the Complex or on any part of the Facade; independently ensure the maintenance of their balcony and ensure its removal of snow;

6.2.7 not to change the design and color solutions in the Common Areas, including not to change the color of the outer side of the front door of the Apartment, the placement of floor mats and other household items in the corridor adjacent to the Apartment; not to place furniture, bicycles, prams and other property in the Common Areas; do not clutter up landings, transitional loggias, stairs, halls, technical, auxiliary and utility rooms of the Complex, including Parking spaces;

6.2.8 within the Owner's Apartments, to carry out repairs of the premises at his own expense, to repair and change sanitary appliances and devices, electrical and other equipment that is out of order; ensure the integrity of the Means of accounting for utilities and not interfere with their work; in case of failure of metering devices for utilities - immediately, but no later than 2 (two) working days from the date of detection of the fact of failure of the device, inform the Contractor about this in writing;

6.2.9 comply with the repair procedure provided for by law and this Agreement with the Contractor, including not carrying out preparatory, construction, repair, or finishing works, as well as installation of any structures within the Complex, including at Parking Lots, without the prior written consent of the Contractor;

6.2.10 to allow representatives of the Contractor to enter the Owner's Apartments to eliminate accidents, troubleshoot sanitary and engineering equipment, install and replace it, and conduct

technical and routine inspections under the conditions specified in clause 9.1.2 of the Agreement;

6.2.11 comply with the sanitary and fire safety rules and regulations, the requirements of the law regarding the repair, reconstruction, and re-equipment of the Apartments or their parts belonging to him, not to allow violation of the legitimate rights and interests of third parties, and also comply with the rules provided for by the Access Protocol;

6.2.12 immediately, but no later than 2 (two) working days from the moment of detection of a malfunction, inform the Contractor about the detection of malfunctions in engineering networks, structural elements in the Apartments, and the Complex as a whole;

6.2.13 in case of a long absence from the Apartment (for a period of more than 7 (seven) consecutive calendar days), inform the Contractor in writing of your contact details or the contact details of your authorized representative for the possibility of technical inspection or repair, if necessary, liquidation of the accident; to eliminate the causes and consequences of accidents that may occur in the Owner's Apartments, the latter must leave the Contractor the keys to the Owner's Apartments and the contact details of authorized persons for the period of repair work or the duration of the Owner's absence from the Apartments for more than 7 (seven) calendar days. The keys are placed in a special tube and sealed with the signature of representatives of both Parties. If the Owner does not leave the keys to the Contractor, the Contractor is released from liability for damage that may be caused to the property of the Owner and third parties, the premises of the Complex, as a result of emergency access to the Owner's apartments to eliminate the causes and consequences of accidents, in the manner determined by this Agreement and current legislation;

6.2.14 use the Owner's Apartments, premises, and the Adjoining Territory of the Complex, incl. engineering and other equipment, only for their direct purpose and functional purpose, including not transferring the Apartments for rent (temporary use) to third parties;

6.2.15 not perform any activities associated with increased noise, vibration, or emission of harmful substances, as well as activities that may cause discomfort to the Clients of the Complex/or damage to engineering and sanitary equipment;

6.2.16 take measures to ensure that residents and guests observe the silence regime at night from 22.00 to 8.00;

6.2.17 Do not store explosive or environmentally harmful substances and objects in the Owner's Apartments and other premises within the Complex;

6.2.18 do not post announcements on stairwells, walls, doors, or elevators, and do not use any other places outside the Apartments for such purposes, except for places specially designated for this by the Contractor, and do not make any inscriptions on walls, doors, steps stairs, in elevator cabins, common areas, other areas of the Complex outside the Apartments;

6.2.19 do not leave household waste and other things in the Common Areas (including vestibules, corridors, stairs, halls, etc.); do not throw ashes and cigarette butts from windows, balconies, and loggias onto stairwells, the street; do not throw garbage, personal hygiene items and other items that can disrupt the normal functioning of such networks into plumbing/sewer works; repair work to eliminate any damage resulting from the misuse of any plumbing equipment is carried out at the expense of the person responsible for such damage;

6.2.20 not to drink alcoholic beverages in the Common Areas, landscaping facilities, and the Adjoining Territory, except for specially designated places; not to hold fireworks, fireworks other events using pyrotechnics within the Complex, Common Areas, and the Adjoining Territory;

6.2.21 do not walk on the lawns located within the Complex and the Adjoining Territory, do not litter on them, and do not cut down trees and bushes, pick and cut flowers or other actions that cause violation of the grass cover of lawns on the territory of the Complex;

6.2.22 park vehicles only in specially designated and designated areas and do not park vehicles on the roadways of the Adjoining Territory, on lawns and sidewalks on the territory and around the Complex;

6.2.23 do not leave, park or stop light vehicles in the Adjoining Territory; the presence of cargo vehicles on the territory of the Complex is allowed only for unloading/loading operations by prior agreement with the Contractor;

6.2.24 not to leave faulty vehicles, trailers, and other large vehicles in the Local Area, as well as not to wash and repair vehicles in the Local Area;

6.2.25 comply with the rules for keeping and walking animals, established by the normative acts of state bodies and local self-government bodies and this Agreement; to keep dogs, exclusively indoor decorative breeds (weight up to 5 kg, height up to 30 cm); animals can be walked only in specially designated places, it is forbidden to keep wild and domestic animals in apartments, premises and on the territory of the Complex, including on the premises;

6.2.26 Do not turn off the heating system in the Owner's Apartment during the heating season; the minimum temperature in all rooms cannot be lower than 15 degrees Celsius; provide access for the Contractor's representatives to their Apartments in the Complex at the beginning and at the end of the heating season (2 times a year);

6.2.27 duly fulfill their obligations under this Agreement and the legislation of Ukraine, and ensure compliance with the rules provided for by this Agreement by their guests or persons residing in the Apartment;

6.2.28 in the event of further alienation of the Apartments and/or Parking spaces, inform the future Owner of the need for the latter to conclude an appropriate service agreement with the Contractor, as well as immediately notify the Contractor in writing about the alienation of the Premises in favor of third parties, providing information about the new owner for ensuring the conclusion of such a contract for the provision of services;

6.2.29 within 5 (five) working days from the date of alienation by the Owner of the Apartments belonging to him or part thereof and/or acquisition by the Owner of other premises in the Complex and/or entering changes in the State Register of real rights to immovable property regarding the area of the Apartments owned by the Owner (due to the implementation of their redevelopment/reconstruction) send the Contractor an appropriate notification with certified copies of documents confirming the transfer of ownership and/or the introduction of these changes in the State Register of fundamental rights to real estate.

## **7. RIGHTS AND OBLIGATIONS OF THE PERFORMER**

### **7.1. The performer is obliged:**

7.1.1 ensure the timeliness of the provision and the appropriate quality of the Services by the terms of this Agreement and the current legislation of Ukraine;

7.1.2 exercise control over the technical condition of the engineering equipment of the Complex, facilities, and the Adjoining Territory;

7.1.3 provide, in the prescribed manner, the necessary information about the list of Services, their cost, the total amount of the monthly payment, the tariff structure, consumption rates, the mode of provision of the Services, their properties by posting it on the Contractor's website/application;

7.1.4 timely prepare the Complex and its technical equipment for operation in the autumn-winter period;

7.1.5 consider claims and complaints of the Owner within the period specified by law and carry out appropriate recalculations of the number of fees for services in case they are not provided or provided not in full if their quality decreases in the manner prescribed by the Agreement;

7.1.6 maintain the intra-house networks and all available engineering systems of the Complex in proper technical condition, carry out their maintenance and repair, take timely measures to prevent emergencies and eliminate them, eliminate violations in the provision of Services within the time limits established by law;

7.1.7 keep a record of requirements (claims) in connection with violation of the procedure for the provision of the Services, changes in their properties, and exceeding the deadlines for emergency recovery work;

7.1.8 in a timely manner at its own expense to carry out work to eliminate the identified problems related to the provision of the Services that arose through his fault;

7.1.9 inform the Owner of the timing of the suspension of the provision of certain Services in the event of scheduled repairs;

7.1.10 fulfill their obligations within the time limits and in the manner prescribed by this Agreement.

### **7.2. The performer has the right:**

7.2.1 determine the procedure for the maintenance, operation, and repair of the Complex, as well as temporarily restrict the provision of certain Services in the event of scheduled repairs (of which the Contractor is obliged to notify the Owner in writing no later than five calendar days before the date

of suspension of the provision of the relevant Services);

7.2.2 require the Owner to comply with the rules for the operation of the Apartments and the Local Area, the Access Protocol, sanitary and hygienic and fire regulations, and other requirements established by this Agreement and current legislation;

7.2.3 require the Owner to timely carry out work in to eliminate the identified problems associated with the receipt of the Services that arose through the fault of the Owner or reimburse the cost of these works;

7.2.4 access to the Apartments for accident elimination, troubleshooting of sanitary and engineering equipment, its installation, and replacement;

7.2.5 require the Owner to make timely payments for the Services provided;

7.2.6 involve on a contractual basis in the provision of the Services under this Agreement third parties that have the appropriate permits and licenses to provide the relevant services;

7.2.7 limit or terminate the provision of Services to the Owner in case of violation of the terms of this Agreement;

7.2.8 on a contractual basis, provide the Owner with services not provided for in this Agreement, the terms of provision and payment of which are agreed by the Parties in the relevant agreement, which is concluded between the Parties;

7.2.9 initiate in a judicial/contractual manner the payment of penalties and compensation for losses caused by the Owner, his family members, or other persons who live or temporarily stay with him or without him in the Owner's Apartments if they spoil or destroy the premises of the Complex, create impossible conditions for the stay of other Clients of the Complex or otherwise violate the terms of this Agreement;

7.2.10 to process the personal data of the Owner, act to protect them, and also grant a partial or complete right to process personal data to third parties for the purposes related to the implementation of this Agreement and under applicable law;

7.2.11 control the fulfillment by the Owner of the terms of the Agreement, and, in case of non-fulfillment or improper fulfillment by the Owner, apply to him penalties and other sanctions provided for in this Agreement.

## **8. DISPUTES RESOLUTION**

8.1. In case of violation by the Contractor of the terms of the Agreement, the Owner has the right to call his representative to draw up and sign a claim act, which indicates the terms, types of violations, indicators of the Services, and other information about the improper provision of the Services.

8.2. The representative of the Contractor must appear at the Owner's call no later than one working day from the date of receipt of such a call.

8.3. The act claim is drawn up by the Owner and the representative of the Contractor and sealed with their signatures. In case of non-arrival of the Contractor's representative within the period specified by this Agreement or unreasonable refusal to sign the claimed act, it is considered valid only if it is signed by the owners of at least two other Apartments of the Complex.

8.4. The Owner's claim statement is submitted to the Contractor, who, within 3 (three) business days from its receipt, resolves the issue of recalculating payments or issues a justified written refusal to satisfy his claims to the Owner.

8.5. All disputes related to the implementation of this Agreement arising between the Parties shall be resolved through negotiations or in court, following the norms of Ukraine's substantive and procedural legislation.

## **9. CONDITIONS FOR ACCESS TO THE APARTMENTS**

9.1. The Owner is obliged to provide access to the Apartments, namely: to networks, structures, distribution systems, and representatives of the Contractor if they have the appropriate certificate:

9.1.1 to eliminate accidents - around the clock;

9.1.2 for installation or replacement of sanitary and engineering equipment, technical and preventive inspections, checking the serviceability of fire alarms, etc. - on weekdays from 9:00 to 17:00 with an agreed-upon visit at least 1 (one) business day before the required date of work.

9.2. Refusal of the Owner to provide access (or ensure its provision) to the Contractor's representatives in the Owner's Apartments in the cases provided for in paragraph 9.1 of this Agreement is the basis for termination of the provision of relevant Services to the Owner under the



Agreement. After the Owner provides such access, the provision of the Services is resumed.

9.3. In urgent cases related to saving people's lives and property, penetration into the Apartments and other possessions of the Owner may be carried out to inspect them and eliminate accidents without obtaining the consent of the Owner (emergency access) in the following order:

9.3.1 If the Owner is absent and at the same time, it is impossible to establish contact with him or his authorized representatives to inform him of the need for immediate access to the Apartment, or he refuses to allow the representatives of the Contractor. There are objective reasons to believe that an accident or malfunction that makes it impossible to provide services to other Owners occurred in these Apartments - access to the Apartments takes place without obtaining the Owner's consistent access).

9.3.2 During the implementation of emergency access and until the completion of the relevant work, the following must be present: a representative of the Contractor, a representative of the internal affairs authorities, an emergency repair team, and, if desired, the owner/user of any of the neighboring Apartments.

9.4. During emergency access, the Contractor's emergency repair team is assigned the following duties:

9.4.1 access to the Apartments by violating the structural integrity of the entrance doors or windows in the premises of the Apartments;

9.4.2 inspecting the site of an accident/malfunction;

9.4.3 carrying out repair and restoration work;

9.4.4 urgent restoration of the structural integrity of the entrance doors and windows of the premises that were damaged during emergency access and carrying out repair and restoration work.

9.4.5 observance of the rights of citizens living in these premises, minimizing the negative consequences of emergency access, including for their property, and restricting access only to premises necessary for work.

9.5. The Contractor's representative draws up acts on the conduct of emergency access and on the conduct of repair and restoration work, which all participants in emergency access sign. The acts must indicate the grounds for emergency access, a note on the warning of the Owner indicating the time and persons who negotiated with the Owner, if they were carried out, the cause and place of the accident, malfunctions, a list of work performed, last name, first name, patronymic and positions of emergency access participants. The Contractor keeps the originals of the drawn-up acts, and copies certified by the Contractor's seal are issued to other participants in emergency access.

9.6. The representative of the Contractor seals the restored doors and windows with his seal and puts his signature, time, and date of sealing.

9.7. The cost of emergency access due to the Owner's refusal to grant access to the Apartment and the resulting damage shall be borne by the Owner.

9.8. The costs associated with providing emergency access, and carrying out repair and restoration work necessary due to the absence of the Owner in the Apartment, are borne by the person who caused the accident. The contractor, who independently incurred the expenses specified in Article 9, is entitled to a recourse claim to reimburse such costs at the expense of the guilty parties.

## **10. PROCEDURE FOR REPAIRING APARTMENTS**

10.1. To avoid violations of load-bearing structures and to avoid causing any other damage to the Complex, including the Common Areas, landscaping facilities, or the Adjoining Territory, the Owner is obliged to first coordinate with the Contractor project documentation for repair work (including reconstruction, redevelopment, etc.). e.) concerning the Apartments (hereinafter referred to as the "Repair Works"). As a general rule, the term for consideration by the Contractor of an adequately submitted written request from the Owner and the provision of approval or a justified refusal should not exceed 2 (two) business days. The Contractor's approval of construction works does not relieve or replace the need for the Owner to obtain the legal permits and approvals for the performance of such works from the authorities (if necessary).

10.2. Specialists engaged by the Owner to carry out Repair work in the Apartments must have the documents provided by law for the right to carry out such work (permits, licenses, etc.).

10.3. When carrying out Repair work, it is strictly prohibited:

- any destruction of the structural elements of the Complex (including elements of the Facade,

crossbars, columns, stiffening diaphragms of external walls, including the installation of niches for heating devices);

- increase in the area of technical premises in which specialized equipment and/or elements of engineering communications are installed, located in the Apartments, at the expense of living space; adding the area of Common Areas to the area of Apartments;
- leaving construction, as well as any other debris in the Common Areas or the Adjoining Territory;
- damage to ventilation shafts;
- draining paint and construction mixtures into the sewer;
- carrying out any work in the open space, in the Common Areas, and the Adjoining Territory; dismantling and re-wiring fire protection and alarm devices.

Changing the areas of the premises of the Apartments is possible only by following the requirements of the current legislation, as well as subject to prior agreement with the Contractor.

10.4. Scheduled Noise-producing Repairs must only be carried out on business days, Monday through Friday, from 9:00 to 17:00. For the period of Repair Work, it is mandatory to equip a temporary toilet and wash basin for workers involved in the Owner to perform such work. The Owner must inform contractors and other specialists who will perform Repair Works about the requirements for conducting such works specified in this Agreement and ensure their observance.

10.5. The Owner is not entitled to arbitrarily (without the separate permission of the Contractor) place construction waste and waste within the Complex (including the Common Areas) and in the Adjoining Territory and carry out their independent removal. For proper maintenance and preservation of the Complex and the Adjoining Territory, the construction debris and waste removal from the Owner's Apartments is provided exclusively by the Contractor for an additional fee, which is established by the relevant separate agreements of the Parties.

10.6. When performing work on the installation of low-voltage networks, their connection to common systems is carried out exclusively by a representative of a specialized organization in charge of the network after receiving the written consent of the Contractor.

## **11. RESPONSIBILITIES OF THE PARTIES**

11.1. General control over the fulfillment of the terms of this Agreement is assigned to the Contractor.

11.2. For non-fulfillment or improper fulfillment of the terms of this Agreement, the Parties shall be liable under this Agreement and applicable law.

11.3. The Contractor has the right to collect penalties from the Owner who violates the terms of this Agreement, personally or by third parties living or invited by the Owner, as well as to demand compensation for damages and the application of other types of liability.

11.4. In case of non-provision of the Services or provision of them not in full, deviation of their quantitative and qualitative indicators from the normative ones, the Contractor shall recalculate the amount of the fee for the relevant Services in the manner prescribed by the Agreement.

11.5. The Contractor shall be liable, established by law, for the improper provision or non-provision of the Service, resulting in damage to the Owner's property, and harm to his life or health, by compensating for actual documented losses.

11.6. The Contractor shall be liable under the current legislation for reducing the quantitative and qualitative indicators of the Services or exceeding the deadlines for carrying out repair and maintenance work by reducing the amount of the fee for the Services. The quality of the Services provided is determined by the normatively approved tariff structure and the frequency and timing of the provision of services.

11.7. The Contractor is not responsible for damage caused to the Owner or its premises / Apartments by third parties. Any conflict situations between the Owner and such third parties are resolved by the Owner independently. In exceptional cases, with justified need, the Contractor may participate in resolving the dispute.

11.8. The Contractor shall not be liable to the Owner and/or third parties in emergency cases that occurred due to changes in the layout of the premises and/or Apartments, communications, engineering systems, networks, etc., which the Owner carried out independently or with the involvement of third parties. The Contractor shall not be liable for non-fulfillment or improper fulfillment of its obligations under this Agreement caused by the Owner's failure to perform actions, the obligation to perform which is established by this Agreement and without which the Contractor

could not fulfill his duties, or non-fulfillment or improper fulfillment by the Owners of their obligations established by applicable law and/or this Agreement.

11.9. In case of late payments specified in this Agreement, the Owner pays the penalty in favor of the Contractor in the amount of the double discount rate of the NBU on the amount of the debt for each day of delay in payment. The Parties agree that the amount of the penalty under this Agreement cannot exceed the amount established by the current legislation for the relevant type of service.

11.10. Penalty accrual starts from the first business day following the last day of the deadline for payment of fees for the respective Services.

11.11. Suppose the Owner has a debt to make payments specified in this Agreement for more than 1 (one) calendar month. In that case, the Contractor shall have the right, by notifying the Owner in advance in writing, 10 (ten) business days to terminate this Agreement and limit the Owner in receiving the Services to full debt repayment.

11.12. If, in violation of the terms of the Agreement, the Owner changes the structure, material, or design of the Complex, modifies the appearance of the Complex or any part thereof, Common Areas, landscaping facilities, and the Adjoining Territory, as well as any other elements that are subject to requirements under the Agreement in agreement with the Contractor, or in any other way violates its obligations on the procedure for using the Complex, the Common Areas, the Adjoining Territory, provided for by this Agreement, the Contractor, after fixing the violation by drawing up an appropriate action, which must be signed by at least two representatives of the Contractor, has the right send the Owner a request to eliminate such uncoordinated changes. The Owner is obliged within 20 (twenty) business days from the date of receipt of the request from the Contractor:

- eliminate such inconsistent changes;
- pay a fine in the amount of 1,500 (one thousand five hundred) hryvnias;
- reimburse the Contractor for all costs associated with bringing the Complex (including the Facade, Common Areas, landscaping facilities, and the Adjoining Territory) to its original form.

11.13. The Owner is exempt from paying a fine if the Owner, by his actions within the period determined by the Contractor, voluntarily and with unconditional cooperation with the Contractor, ensures that the Complex, Facade, Common Areas, landscaping facilities, and the Adjoining Territory are brought to their original form and reimburse the Contractor for expenses and damages caused by violations of the Owner.

11.14. Penalties and funds for reimbursement of expenses and losses provided for by this Agreement must be transferred by the Owner to the current account of the Contractor within 10 (ten) working days from the date of receipt of the relevant request from the Contractor. Payment of the fine does not release the Owner from the obligation to eliminate violations and from the obligation to fulfill obligations under the Agreement. The procedure for reimbursement of expenses is determined by a letter of claim sent by the Contractor to the Owner.

11.15. Suppose the Owner violates the provisions of this Agreement to comply with the requirements for the implementation of Repair Works, and/or to provide a written notice to the Contractor about the commencement of such work, and/or to perform such work only after receiving the relevant written approval of the Contractor. In that case, the Contractor has the right to send the Owner a demand for immediate termination of such work. The Owner is obliged, within 1 (one) calendar day from the moment the Contractor submits the relevant request, to stop such work and contact the Contractor to obtain the appropriate written approval. In addition, the Owner is obliged to pay a fine of 1,000 (one thousand) hryvnias within 5 (five) working days from the date of receipt of the relevant written request from the Contractor and additionally compensate the Contractor for the damage caused by such actions. The procedure for compensation for harm will be determined by a letter of claim sent by the Contractor to the Owner. For each subsequent such violation, the fine will be 1,500 (one thousand five hundred) hryvnia.

11.16. In case of unauthorized connection and/or disconnection by the Owner to communication networks, the Owner is obliged to pay the Contractor a fine in the amount of 1,000 (one thousand) hryvnia for the first violation and the amount of 1,500 (one thousand five hundred) hryvnia for each subsequent one.

11.17. For damage to the property, equipment, and instruments of the Complex, making changes to the design of interiors located in the Common Areas, the Owner, in addition to reimbursement for the

cost of restoration repairs, is obliged to pay a fine in the amount of 1000 (one thousand) hryvnia for the first violation and in the amount of 1 500 (one thousand five hundred ) hryvnia for each subsequent. For damage to ventilation ducts and fire alarms, the Owner, in addition to reimbursement for the cost of restoring repairs, is obliged to pay a fine in the amount of 1,000 (one thousand) hryvnia for the first violation and in the amount of 1,500 (one thousand five hundred) hryvnia for each subsequent one.

11.18. For dismantling (refusal to install after temporary dismantling) of any engineering equipment available in the Apartment (fire alarm, etc.), the Owner is obliged to pay a fine of 1,000 (one thousand) hryvnia for each such case.

11.19. For the installation of additional ventilation equipment without the written consent of the Contractor, the Owner is obliged to pay a fine of 1,000 (one thousand) hryvnia.

11.20. In case of littering and pollution of the common areas of the Complex (including leaving garbage and other property), the Owner is obliged to pay a fine in the amount of 1,000 (one thousand) hryvnia for the first violation and in the amount of 1,500 (one thousand five hundred) hryvnia for each subsequent one.

11.21. For violation of the requirements for maintaining silence, the Owner is obliged to pay a fine in the amount of 1,000 (one thousand) hryvnia for the first violation and 1,500 (one thousand five hundred) hryvnia for each subsequent one.

11.22. For violation of the parking rules as part of the Access Protocol, the Owner is obliged to pay a fine in the amount of 1,000 (one thousand) hryvnia for the first violation and 1,500 (one thousand five hundred) hryvnia for each subsequent one.

11.23. For walking animals within the Complex and/or the Adjoining Territory in unspecified places and/or violating the procedure for keeping animals, the Owner is obliged to pay a fine in the amount of 1,000 (one thousand) hryvnia for the first violation and in the amount of 1,500 (one thousand five hundred) hryvnia for each subsequent one.

11.24. For damage to the green spaces of the Complex, landscaping facilities of the Complex, and the adjacent territory, the Owner is obliged to pay a fine in the amount of 1,000 (one thousand) hryvnia for the first violation and in the amount of 1,500 (one thousand five hundred) hryvnia for each subsequent one.

11.25. For the untimely implementation of utility payments provided for by this Agreement, the Owner is obliged to pay in favor of the Contractor a penalty in the amount of the double discount rate of the NBU on the amount of the debt for each day of delay in payment, but not more than 10% of the amount of the debt. The accrual of penalty interest starts from the first working day following the last day of the deadline for making payment for services.

11.26. Payment by the Owner of penalties for violation of the terms of this Agreement does not relieve the Owner from the performance of his obligations under this Agreement.

## **12. FORCE MAJOR EVENT**

12.1. The Parties are released from the liability defined by this Agreement for complete or partial failure to perform this Agreement if such failure was the result of force majeure circumstances (force majeure).

12.2. Under force majeure circumstances in this Agreement, the Parties understand any circumstances that arose against the will of the Parties and which cannot be foreseen or avoided, including military operations, civil unrest, terrorist acts, riots, riots, natural disasters, epidemics, pandemics, fires, floods, earthquakes, as well as actions of state bodies in connection with an emergency or a state of emergency in the country, nuclear explosions, radioactive or chemical contamination, the adoption of prohibitive or restrictive legal acts by state executive authorities or local governments, and other circumstances beyond the control of the Party and preventing the Party from fulfilling its obligations under this Agreement. In this case, the debtor's absence of necessary funds is not considered force majeure.

12.3. The Party that is unable to fulfill its obligations under this Agreement properly, if such failure was the result of force majeure circumstances (force majeure), is obliged to notify the other Party in writing about the occurrence of force majeure circumstances and their impact within 3 (three) calendar days for the performance of this Agreement.

12.4. If force majeure circumstances impede the performance of this Agreement, then the period for

fulfilling the relevant obligations under this Agreement shall be extended for the period during which the force majeure circumstances were in effect.

### **13. TERM OF THE CONTRACT**

13.1. This Agreement shall enter into force upon signing by the Owner of the Notice of accession to the Agreement under the form specified in Annex 4 to the Agreement (such notification by the Owner is an integral part of this Agreement), and is valid until the ownership of the Apartments is transferred from the Owner to a third party. By signing the Notification, the Owner confirms that he is familiar with the text of this Agreement and agrees with all its terms.

13.2. In everything related to settlements, this Agreement is valid until the complete fulfillment of mutual obligations and the payment of all settlements between the Parties under this Agreement.

13.3. The expiration of this Agreement does not release the Parties from liability for its violation, which took place during the validity of this Agreement.

13.4. The Parties agreed and acknowledged that this Agreement might be terminated as a result of choice by the Owner of the Complex of a new operating company and as a result of the transfer of the Complex to the balance of such a new operating company in the manner prescribed by the current legislation of Ukraine. The Parties have agreed that if the new operating company is approved before the expiration of this Agreement, the terms of this Agreement will apply to the new operating company.

13.5. None of the Parties has the right to unilaterally terminate this Agreement ahead of schedule before its expiration, except as otherwise provided by this Agreement and the legislation of Ukraine.

13.6. The Parties agreed and acknowledged that, at the reasonable request of the Contractor, to ensure the uninterrupted and high-quality provision of the Services, this Agreement may be amended in the event of changes in legislation and/or decisions by state authorities or local governments and/or the occurrence of other independent of Parties to circumstances that have a significant impact on the cost, technical feasibility and other parameters related to the provision of services provided for in this Agreement.

13.7. Unless otherwise provided by the Agreement, the Agreement is subject to change by posting by the Contractor the relevant agreement on amending the Agreement on the Contractor's website/application and joining the Apartment Owner by signing a notice of accession and sending such a notice to the Contractor.

13.8. This Agreement may be terminated early in the event of the transfer of ownership of the Apartments to another person. In this case, the Agreement will be deemed terminated for such Owner from the date of submission of a written notice by the Owner of the Owner's ownership of the Apartments, with certified copies of documents confirming the termination of ownership of the Apartments.

### **14. CONFIDENTIALITY**

14.1. Each of the Parties is obliged to ensure the safety of confidential information received during the execution of this Agreement and take all appropriate measures to ensure its non-disclosure. The transfer of this information to third parties, its publication, or disclosure by other ways and means may take place only after obtaining the Parties' written consent, regardless of the reasons and terms for termination of this Agreement.

14.2. For this Agreement, the Parties understand as confidential information:

information of a commercial nature: financial data of the Parties, prices, cost of the Services, information about the counterparties of the Contractor;

information of a technical and technological nature: technical specifications, calculations, equipment characteristics, information on proposed solutions, methods, and test reports;

information on the general agreements of the Parties: letters, plans, protocols of intent, agreements, results obtained;

other information regardless of the method of its transmission, medium, and form of presentation, the disclosure of which to a third party may cause damage to one of the Parties, except for the information that:

- was publicly available at the time of its disclosure to the Recipient Party, not as a result of its illegal exposure or violation of the provisions of the Agreement,
- was received by the Recipient Party from a third party who is authorized to disclose it without

complying with non-disclosure obligations;

- expressly defined as non-confidential under a separate written agreement of the Parties.

14.3. Failure to comply with the obligations to maintain the confidentiality status provided for in this section is the basis for compensation for losses caused to the affected Party.

## **15. OTHER CONDITIONS OF THE CONTRACT**

15.1. All legal relations arising in connection with the fulfillment of the terms of this Agreement and not regulated by it are regulated by the norms of the current legislation of Ukraine.

15.2. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and conditions of this Agreement. In this case, the Parties must take reasonable measures to eliminate such invalidity by making appropriate changes to the Agreement.

15.3. Messages, notices, requests, or other documents required under this Agreement shall be made in writing. They shall be considered properly provided to the Party if they are sent by courier or personally to the address of the Party specified in this Agreement and its Annexes. The Contractor may also carry out notified the Owner on all issues set in this Agreement sting relevant information on the Contractor's website/application. Such notice shall be deemed proper notice to the Owner.

15.4. The current information is sent in electronic form through the Owner's account (account) in a specialized electronic system for servicing the Clients of the Complex if it is entered by the Contractor, subject to the Owner's registration.

15.5. Each Party is fully responsible for the correctness of the details specified for sending documents and addresses for communication. In the event of a change in the details of a Party, such Party undertakes to notify the other Party in writing of such a change and inform it of the details, taking into account the changes. The other Party uses the new details of such Party from the date such Party receives a notification.

15.6. Unless otherwise provided by this Agreement, the Parties shall independently bear the costs in connection with the conclusion and execution of this Agreement.

15.7. By entering into this Agreement, the Owner grants the Contractor consent to the collection, processing, and use of his data of a general nature specified in the Agreement to fulfill the terms of this Agreement following the requirements of the current legislation. The owner also confirms the fact of notification of the inclusion of his data in the relevant personal database, for processing personal data, about the rights granted under the Law of Ukraine "On the Protection of Personal Data," and the persons to whom these data can be transferred for processing personal data.

15.8. In case of disagreement between the Access Protocol and this Agreement's provisions, the Agreement shall prevail.

15.9. The contract is drawn up in Russian and Ukrainian. In case of disagreement between the Russian and Ukrainian texts of the Treaty, the text in Ukrainian shall prevail.

15.10. The following annexes are an integral part of the Agreement:

- Annex 1: List of services for Owners;
- Annex 2: List of paid services for Owners;
- Appendix 3: Calculation of the tariff for one sq.m. apartment (UAH with VAT) per month;
- Annex 4: Accession Notification Form.