

Conference Participation Agreement No 23 – __ K

[Participant, company name], a legal entity established and operating under laws of [Country], hereinafter referred to as the **Participant**, represented by [The person's full name, position], acting on the basis of the [Charter, power of attorney, order, another document], as the party of the first part, and

LIMITED LIABILITY COMPANY "BLACK SEA OIL TRADE", a legal entity established and operating under Ukrainian law, hereinafter referred to as the **Organizer**, represented by Director Sergii Feofilov acting on the basis of the Charter, as the party of the second part, both hereinafter collectively referred to as the **Parties** and each individually as a **Party**.

PREAMBLE:

1. The **Organizer** organizes and holds 'BLACK SEA GRAIN & OIL-2023' (hereinafter referred to as the Conference).
2. The Conference will be held on September 14, Intercontinental Hotel, Kyiv, Ukraine.
3. The **Participant** declares its participation in the Conference.
4. *Considering the foregoing, the Parties*

have entered into this Conference Participation Agreement No. 23 – __ K of ["Day, Month, 20__"] (hereinafter referred to as the Agreement) on the following:

1. Subject of the Agreement

1.1. The **Organizer** agrees to provide services to the **Participant** concerning organization of the **Participant's** participation in the Conference on the terms and conditions hereof (**hereinafter referred to as the Services**), and the **Participant** agrees to accept and pay for the **Organizer's** Services on the terms and conditions hereof.

1.2. The **Organizer** provides to the **Participant** the following Services in accordance with the **DELEGATE PACKAGE 'Business'** which includes:

- Participation of 1 representative in the Conference;
- Conference presentations;
- Interpreting (English/Ukrainian);
- Networking zone;
- Conference digital catalogue;
- Access to the online delegate group in Telegram;
- Evening Cocktail, lunch, coffee-breaks.

2. Obligations of the Parties

2.1. The Organizer agrees to:

- 2.1.1. facilitate participation of [number of delegates in words] **Participant's** delegate(-s) in the Conference;
- 2.1.2. supply **Participant's** delegate(-s) with the Conference Services included to the **DELEGATE PACKAGE**;
- 2.1.3. invoice the **Participant** for Services provided under this Agreement on the basis of the **Participant's** Conference participant registration form (hereinafter referred to as the Registration Form).

2.2. The Participant agrees to:

- 2.2.1. duly complete a Conference participant registration form and send it to the **Organizer**;
 - 2.2.2. pay for Services by the due date stipulated herein, and provide a copy of a document confirming payment for Services (duly certified copy of a payment document) to the **Organizer** before the beginning of the Conference;
 - 2.2.3. Not to disclose any information regarding financial conditions of participation in the Conference to third parties, including the amount and date of **Participant's** payment for Services. This information is classified as confidential.
- 2.3. The **Participant** agrees that information regarding the **Participant** and its delegates (company name, areas of the company's activity, names, telephone numbers and e-mail addresses of delegates) will be included in the Conference's catalogue and may be used in the Conference's materials and on its websites. This information is provided by **Participant** and used by the **Organizer** to the extent, provided by the **Participant**.

3. Payment for Services (Registration Fee) and Payment Terms

3.1. The cost of Services under this Agreement (hereinafter referred to as Registration Fee) depends on the date of full payment of Registration Fee. If the Participant pays the full amount of Registration Fee:

- (i) by **August 31, 2023** the amount of Registration Fee **per Participant's delegate** is €370.00 (**Three hundred seventy euro**);
- (ii) after **August 31, 2023** the amount of Registration Fee **per Participant's delegate** is €420.00 (**Four hundred twenty euro**);

The amount of Registration Fee under this Agreement is stated exclusive of VAT, because the **Organizer** is not a VAT payer.

In any case, the Participant is required to register for the Conference and pay Registration Fee specified in this clause of the Agreement not later than **5 business days** prior to the beginning of the Conference.

3.2. Correspondent bank fees are **not included** to the cost of Services provided under this Agreement (Registration Fee amount), and are payable by the Participant.

All bank fees applicable to the wire transfer of the registration fee are payable by the Participant. The Participant agrees to state this in the bank's payment document.

3.3. The **Organizer** and the **Participant** enter into this Agreement according to a duly completed Registration Form (registration of the Conference **Participant**) provided to the **Organizer** by the Participant. The **Organizer** shall invoice the Participant within **2 business days** after the **Organizer** receives the original (or a scanned or faxed copy) of this Agreement signed and (if applicable) stamped by the **Participant**. The **Participant** shall pay Registration Fee using the **Organizer's** banking details stated in the invoice.

3.4. The **Participant** shall pay Registration Fee by wiring the fee amount to the **Organizer's** bank account within **5 business days** after invoice date on the condition of **100% prepayment**. Registration Fee quoted in **Euros** may be paid, at the **Participant's** choice, in **US dollars according to the euro-to-US dollar exchange rate**.

3.5. The **Participant** is required to pay the Registration Fee by **September 07, 2023**, to ensure that **Participant's** delegate(-s) information included in the Conference's catalogue (delegate list). Payment after the indicated date does not guarantee listing the **Participant's** contact details in the Conference's catalogue.

4. The Organizer's Right to Deny Admittance to the Conference

4.1. The **Organizer** reserves the right to deny admittance of the **Participant** to the Conference, if:

- (i) the **Organizer** does not receive a copy hereof signed and stamped by the **Participant** at least **5 business days** prior to the beginning of the Conference;
- (ii) payment of the Participation Fee under this Agreement has not been duly made at least **5 business days** prior to the beginning of the Conference (in breach of paragraph 3.1 hereof);
- (iii) the **Participant** has outstanding payment due for services previously provided by the **Organizer** and/or is a party to a dispute with the **Organizer**. Denial of admittance to the Conference on the grounds stated in this paragraph cannot entitle the **Participant** to demand compensation of damages.

5. Canceling Participation in the Conference

5.1. The Participant has the right to cancel participation in the Conference and void the Registration Form (until Agreement conclusion) or terminate this Agreement by notifying the Organizer about it according to provisions hereof.

5.2. If the **Participant** cancels participation in the Conference, the amount refundable to the **Participant** shall depend on the date of notifying the **Organizer** about cancellation of participation in the conference. Namely, if **Organizer** receives such notification:

- (i) **Until August 15, 2023** - 80% of the prepayment is refunded to the **Participant**;
- (ii) **From August 15 to August 31, 2023** - 50% of the prepayment is refunded to the **Participant**;
- (iii) **Starting September 1, 2023** the prepayment is not refunded.

6. Liability Relief

6.1. A Party cannot be held liable for the failure to perform or improper performance of any of its obligations under this Agreement, if it is able to prove that the foregoing was caused by **circumstances** beyond its control and that it could not be reasonably expected to foresee this circumstance when entering into this Agreement or avoid or overcome this circumstance or its consequences.

6.2. If a Party's failure to perform or improper performance of its obligation was caused by default of a third party engaged by the former Party to perform the entire or part of the Agreement, the Party concerned may be relieved from liability only if:

(i) this Party is relieved from liability under paragraph 6.1 hereof; and

(ii) the third party engaged by this Party would also have been relieved from liability, had the provisions of paragraph 6.1 hereof been applied to that third party.

6.3. The Parties shall be relieved from liability for the **complete or partial default** on their obligations under this Agreement, if this default was caused by a natural disaster (for example, fire, flood, earthquake, adverse weather conditions, sea freeze, volcano eruption); armed conflicts, military *coup d'état*, terrorist acts (including biological and chemical warfare), outbreaks of infectious diseases, epidemics, quarantines, closure of sea trade routes, public unrest, mass labor strikes, circumstances resulting from resolutions, directives or acts of the government or president or other administrative or parliamentary restrictions affecting the Parties' ability to perform their obligations under this Agreement, and other circumstances beyond the Parties' will or control, regardless of whether they are similar to the aforementioned circumstances, if these circumstances have directly affected the performance of this Agreement, under condition that a Party defaulting on its obligations has taken all possible efforts to prevent the occurrence of these circumstances.

6.4. A Party affected by any of the circumstances mentioned in paragraphs 6.1 to 6.3 hereof shall notify the other Party within **2 business days**, using any available means, about the occurring circumstances and about all other circumstances preventing the performance of obligations under this Agreement.

6.5. If a Party affected by any of the circumstances mentioned in paragraphs 6.1 to 6.3 hereof fails to notify the other Party about the occurrence of these circumstances within **2 business days**, the former Party shall be deprived of the right to refer to these circumstances, unless these circumstances render required notification impossible.

6.6. Each Party hereto is required to provide, at the other Party's request, documentary confirmation of the occurrence of circumstances relieving the Party concerned from liability.

Authorized bodies certifying the occurrence of circumstances mentioned in paragraphs 6.1 to 6.3 hereof may include:

(i) for the **Organizer**: the Ukrainian Chamber of Commerce and Industry (or its regional branches);

(ii) for the **Participant**: a relevant body authorized by law of the country of the **Participant's** residence.

7. Cancellation or Postponement of the Conference

7.1. In the event of at least one of the circumstances specified in Article 6 of this Agreement, the **Organizer** has the right at any time to decide to cancel the Conference, and in writing to notify the **Participant** about this decision. By signing this Agreement, the **Participant** authorizes the **Organizer** to take all necessary actions to pay for the preparation of the Conference at the expense of the Registration Fee paid by the **Participant**.

In case the **Organizer** decides to cancel the Conference as it is indicated above, the **Participant** agrees that the funds remaining after the **Organizer** incurs all expenses in connection with the preparation of the Conference will be shared among all Conference participants (participants with honorary status "Sponsor" and other participants of the Conference) proportionally to the amounts paid by them for return to the participants or for other purposes to be agreed between the **Organizer** and the **Participant**.

By signing this Agreement, the **Participant** agrees that in this case the **Participant** will not claim any compensation from the **Organizer**, which the **Participant** may incur in this regard.

7.2. In the event of occurrence of circumstances mentioned in Article 6 hereof, the **Organizer** may postpone the Conference at any time and notify the **Participant** by e-mail about this decision, stating the reasons for postponement and the new date of the Conference.

By signing this Agreement, the **Participant** agrees not to demand, in this case, compensation by the **Organizer** of any losses that may be incurred as a result of the postponement.

7.3. If the Conference is postponed, the **Participant** may cancel participation in the Conference. If the Conference was postponed and the **Organizer** has received a **Participant's** written notice of canceled participation in the Conference not later than **5 business days** prior to the new opening date of the Conference, the **Participant** shall be refunded its Registration Fee less the amount of **Organizer's** expenses related to preparation of the Conference (all **Organizer's** expenses related to preparation of the Conference are disbursed among all participants and sponsors of the Conference proportionally to the cost of Services they have paid).

7.4. If the **Participant** fails to notify the Organizer about cancellation of its participation in the Conference within the timeframe stated in paragraph 7.3 hereof, the **Participant** loses the right to cancel its participation in the Conference. In that case, the **Organizer** will not refund Registration Fee paid by the **Participant**.

8. Agreement Term

8.1. This Agreement enters into force on the date of the signature **and (if applicable) stamping** hereof by both Parties, and remains in force until the Parties have completely fulfilled their obligations.

9. Applicable Law and Dispute Resolution Procedure

9.1. The Parties shall try to resolve by negotiation all disputes and disagreements arising in connection with this Agreement.

9.2. This Agreement (and all disputes arising from or in connection with it) is regulated and interpreted in accordance with Ukrainian law.

9.3. Disputes related to the failure to perform or improper performance of obligations under this Agreement shall be heard by competent courts of the country of defendant's residence in accordance with Ukrainian law.

10. Personal Data Protection

10.1. By signing this Agreement, the **Participant** informs the Organizer that the former has procured consent of delegates representing the Participant at the Conference to the collection, systemization and processing of their personal data (e.g. full name, position, telephone number, e-mail address) for the purpose of provision of this information to the Conference's other delegates by the Organizer.

11. Other Provisions

11.1. The cost of Services (Registration Fee amount) under this Agreement includes only the services clearly stated in this Agreement and in the Conference's program. All additional services shall be separately agreed upon and paid for by the **Participant**. Accommodation cost of the **Participant's** delegate(-s) is not included into the Registration Fee amount under this Agreement.

11.2. The Parties reserve the right to initiate amendments to this Agreement. These amendments shall be documented in writing, in particular, by signing additional agreements, exchanging letters or revising/clarifying provisions hereof according to the procedure provided by law.

11.3. The **Participant** may replace its delegate(-s) by notifying the **Organizer** in writing about it at least **10 business days** prior to the beginning of the Conference, unless otherwise agreed upon by the Parties.

11.4. Scanned and faxed copies of this Agreement, Service Delivery-Acceptance Act and supplements thereto shall have the same legal force as the originals thereof.

11.5. This Agreement was drawn up in the English language in two copies which have equal legal force.

Mailing and Banking Details of the Parties

Participant:

Company: **[Participant, company name]**

Actual address: **[Participant's actual address]**

Mailing address: **[Participant's mailing address]**

Tel (fax): **[Telephone/fax number]**

Participant's banking details:

Payer: **[payer's company name]**

Payer's bank: **[redacted]**

Payer's correspondent bank: **[redacted]**

Organizer:

BLACK SEA OIL TRADE LLC,
Address: 29 V, Tymoshenko St., off. 5,
04205, Kyiv, Ukraine.
Phone: +380 (44) 364 55 85

Bank details of the **Organizer**:

Beneficiary: BLACK SEA OIL TRADE, LIMITED LIABILITY COMPANY,
IBAN: UA753223130000026007000026277

Beneficiary's Bank: JSC "The State Export-Import Bank of Ukraine",
Kyiv Branch, 11-B, Boulvarno-Kudryavska str., 04053, Kyiv,
Ukraine
SWIFT: EXBSUAUX (Sort code (MFO) 322313)

Correspondent Bank: Deutsche Bank AG, Frankfurt am Main, Germany,
account # 9498767 10,
SWIFT: DEUT DE FF

Raiffeisen Bank International AG, Vienna, Austria,
account 001-50.087.824, SWIFT: RZBA AT WW

UniCredit Bank AG, Munich, Germany, account 69114920,
SWIFT: HYVE DE MM

Signatures and Stamps of the Parties:

For the Participant

[Position] [Name and Surname]

For the Organizer

[Position] [Name and Surname]