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ADAPTATION OF UKRAINIAN LEGISLATION TO EU REQUIREMENTS

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ANNOTATION

The collective monograph is devoted to the trends of the modern development of the Ukrainian legal society. The research uses an interdisciplinary and legislative approach, which allows to analyze and characterize various aspects, parties and approaches regarding the development and further prospects of social and legal processes in Ukraine, as well as to obtain socially important, legal scientific results.

The subject of scientific interests of **Tamila Manhora** and **Andrii Dzeveliuk** became large-scale acute trends in the modern era of globalization, the issue of cross-border migration, which is caused primarily by its influence on the development of one of the types of international crime, in addition to drug and arms trade - human trafficking. Peculiarities of criminal liability for this type of shadow process are considered. The direct definition of the concept of "trafficking in human beings" is characterized and its characteristic varieties are considered. The current state of legislation regarding this problem is analyzed. The regulatory support for countering this negative phenomenon, as well as the institutional support for countering it, are being studied. The criminal liability for this illegal action has been specified. And also the issue of human trafficking as a form of organized criminal activity is separately investigated.

The chapter by **Volodymir Manhora** and **Inna Kahliak** is devoted to the topic of business contracts in modern social and legal conditions. The expediency of the classification of business contracts has been determined. Their current distribution was carried out in order to determine the place of this or that contract in the general system of economic and legal relations, and their main functional purpose was clarified. The newest form of economic contracts - electronic ones - is characterized. It has been established that the division of this type of contracts into types can be carried out according to various qualification criteria, which is due to the continuous evolution of economic turnover.

Creation of a harmonious and effective system of economic legislation is one of the most important areas of development of the legal system of Ukraine in the context of adaptation to the legislation of the European Union.

According to **Taisa Tomliak's** scientific research, modern evidence of judicial practice of national courts and the European Court of Human Rights proves that judicial bodies have the largest number of cases related to the protection of the rights, freedoms and best interests of the child. It is the judicial bodies that protect the best interests of children, therefore, such a judicial mechanism must be effective and efficient. The mechanism of the legal issue under consideration has its own specifics. Considering the special status of the child as a vulnerable category and the broader concept of the best interests of the child than the rights of the child in general, this issue requires special protection and proper legal protection.

Yurii Demianchuk and **Oksana Semeniuk** consider the issue of the normative and legal basis of the prevention of corruption in Ukraine in relation to the requirements of the European Union. As a method of scientific research, it plays an extremely important role in learning the essence of social phenomena and processes. The expediency of the raised topic is stated as one of the universal methods in the plan of transforming the future, because it is impossible to carry out social transformations without having a proper innovative project. The considered legal model of combating corruption motivates the desire to get into power structures for reasons of personal safety and impunity. Therefore, it includes the processes of the degradation of power and its consistent corruption in Ukraine to the requirements of the European Union.

According to **Andrii Pravdiuk**, information is a productive force and a commodity, simultaneously being a means of protection and attack in defense of state, corporate and personal interests of subjects of power relations. Starting from the time of the first attempts to scientifically understand the concept, essence and meaning of information in society, the problem of the right to access to information has been the object of considerable attention of representatives of various scientific fields - historical, socio-psychological, philosophical, legal, technical, etc. However, despite the different level of coverage of the problem from the point of view of informativeness

and source support, they do not exhaust the topic of research, but on the contrary, in the modern conditions of the formation of the national and global information space, they enrich and update it.

The purpose of **Irina Skichko's** research is to analyze the state of adaptation of the legislation of Ukraine to the legislation of the European Union in the context of the actually implemented and planned. The author emphasizes that despite Ukraine's active implementation of the Association Agreement between Ukraine on the one hand, and the European Union, the European Atomic Energy Community and their member states on the other, the application for Ukraine's membership in the European Union was submitted only during a full-scale military intrusion. This situation is explained by the large amount of unfinished rule-making work to adapt Ukrainian legislation to European legislation. Even despite the constant obstacles on the way to adaptation, as of February 2023, Ukraine has fulfilled 72% of the obligations stipulated in the Association Agreement with the European Union. Considering the above, it is relevant to review the current and future steps taken regarding this adaptation.

Oleksandr Pohuliaiev makes an attempt to analyze the historical process of unification of legal institutions of European states. According to the author, this process can serve as an example for Ukraine and other countries that intend to join the European Union. Treaties regulating relations between Ukraine and the EU have been reviewed. Ukraine's fulfillment of requirements for deepened political and legal integration into the European family is analyzed.

European integration is a natural and logical path for the European Ukrainian nation. Other alternatives are absent or unprofitable. It has been proven that membership in the European Union contributes to the improvement of quality standards of all state institutions and modernizes the country's legal system. Since the second half of the 20th century, integration processes have intensified all over the world.

The content of the collective monograph corresponds to the direction of scientific work of the Department of Law of Vinnytsia National Agrarian University. The monograph is the result of the initiative theme "Legal regulation of social relations

in the conditions of martial law and post-war reconstruction of Ukraine in the conditions of European integration". State registration number 0123U100675. The head of the topic is Candidate of Law Sciences Associate Professor Manhora T.V.). The monograph uses: legal, social and legislative research methods, statistical analysis, legal approach of national and international practice.

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2. Peculiarities of the classification of business contracts in modern conditions

The development of trade, sales of industrial products, supply of necessary raw materials, materials and equipment to business entities, provision of various services in the field of service to individuals and legal entities requires the regulation of contractual relations, the business contract is the main legal document that regulates the relations of parties, participants in economic legal relations and is one of the main reasons for the emergence of economic obligations.

Creation of a harmonious and effective system of economic legislation is one of the most important areas of development of the legal system of Ukraine in the context of adaptation to the legislation of the European Union.

Numerous business contracts have both common properties and certain differences that allow them to be distinguished from each other. In order to correctly navigate the wide variety of economic contracts, it is advisable to classify them. Classification is also necessary for educational purposes and for practical reasons - in order to identify trends in the regulation of a certain type of contractual relations and their application in law-making and law-enforcement activities.

The classification of business contracts is needed to solve problems of a threefold nature: methodical (convenience of study); theoretical (selection of material for scientific analysis and synthesis); practical (use of the achieved results for further development of the process of functional specialization of legal regulation of contractual relations, streamlining and facilitation of law enforcement activities). Conducting the classification of economic contracts allows to determine the place occupied by this or that contract in the general system of economic contracts, to find out its main functional purpose, to ensure adequate legal regulation of the relevant economic and contractual relations, and to clearly outline the range of norms that regulate them (which significantly facilitates the work of law enforcement bodies and the participants of the contractual process themselves) [1, p. 64].

During the classification of contracts, the final result should be a system of contracts with a clear hierarchy of system features: contracts combined into certain groups at each subsequent level of classification should reflect the features of the previous ones and, in addition, have additional specifics. Accordingly, when different categories are in a relationship of hierarchical subordination (one category acts as a subcategory of others), then the rules specific to each of these categories must accumulate, but with the caveat that in times of conflict, the special rules will prevail over the general ones. Ensuring a hierarchy of classification features requires a clear understanding of classification units (in our case, contractual groups), which are the type, type (subtype), type of contract. It is these concepts that reflect the step-by-step principle of system construction: type is a generic concept; species – an element resulting from the division of a type; subspecies - as a result of the division of the species; within different contract types (subtypes), types of contracts can be distinguished as more elementary structural units, which retain specific characteristics, but have their own specificity.It should be noted that at the doctrinal level, there is no single point of view regarding the criterion of contract typification. Some scientists believe that the type of contract reflects the most general essential features of relations mediated by a certain contractual grouping; the second are convinced that this is not enough, because, first of all, the final legal result must be taken into account; others generally equate the concepts of "type" and "type" of contract, etc. In addition, legal literature has always paid great attention to which factors should be taken as the basis for building a contractual system: economic or legal. Some authors insisted that treaties should be classified on economic grounds; the second - purely legal; others suggested using complex criteria that combine both economic and legal features [1, p. 64].

The diversity of economic activity determines the existence of a wide range of economic contracts. Each business contract is characterized by the general features of this legal category, and features specific to this type of business contract [2, p. 263].

Business contracts can be divided into certain types according to various criteria:

1. Depending on the nature of the distribution of rights and obligations between the participants, all contracts are divided into bilateral and unilateral.

A contract is one-sided if one party undertakes an obligation to the other party to perform certain actions or to refrain from them, and the second party is given only the right of claim, without the occurrence of a counter-obligation to the first party.

A contract is bilateral if both parties to the contract have rights and obligations.

The general provisions on the contract are applied to contracts concluded by more than two parties (multilateral contracts), if this does not contradict the multilateral nature of these contracts.

One-sided ones include, mainly, commission, gift, and loan contracts. One-sided contracts must be distinguished from unilateral agreements. The latter do not refer to contracts, because their execution does not require the agreement of the parties, but the will of one party is sufficient.

Bilateral agreements are the most widespread type of agreements; they are contracts of purchase and sale, supply, contract, property hire, insurance, copyright, etc.For example, the expression of will of one party (the buyer) to buy property and the opposite (that is, the opposite in content) expression of will of the other party (the seller) to sell the property is a bilateral sale agreement or contract of sale.

Separately, multilateral agreements are distinguished, which consist of mutually agreed expressions of will (actions) of three or more parties. Moreover, the rights and obligations under the agreement arise for all its participants at the same time. So, a multilateral agreement is an agreement (agreement) in which more than two parties participate. An example can be an agreement between several enterprises on joint activity for the construction of a building. In some multilateral agreements, the expressions of will coincide in content (for example, all participants in the agreement on joint activities undertake to contribute the same amount of money and perform all work in equal amounts), but for a multilateral agreement, this feature is not necessary, because the parties Different types of participation can also provide for it. A multilateral agreement, in which there must be at least three parties, must be distinguished from a bilateral agreement with the participation of several persons on each side (for example, a contract for the sale of a house, in which two sellers participate, on the one hand, and three buyers - on the another).

2. According to the ratio of the rights and obligations of the parties arising from the agreement, they are divided into paid and unpaid. An agreement in which the provision of property by one party (transfer of money or property, performance of works, provision of services) is matched by a reciprocal obligation of the other party is called a paid agreement. Only two-way deals can be paid, as one-way deals are always free. Payment of the agreement may be expressed in the transfer of money, things (property), performance of works or provision of services and established by law or agreement of the parties, resulting from the essence of the agreements. Yes, purchase and sale agreements, supply agreements, etc. by their nature, they are always paid, and the contract of donation, free use of property, on the other hand, is always free of charge.

In gratuitous agreements, the provision of one party does not have counter-satisfaction, provision. In such agreements, the obligation to perform actions of a property nature rests only on one party, which is not entitled to demand counter-property provision. This happens under a donation agreement, when the thing is transferred to the ownership of another party, under an agreement on the free use of property, under a preservation agreement, under an assignment agreement, under a loan agreement, etc.

The payment or non-payment of certain transactions is determined by law or may be established by agreement of the parties. Thus, according to the law, a loan agreement between individuals is free of charge, unlike a bank loan agreement. In a contract or custody order, the parties establish its payment or non-payment by their agreement.

3. Depending on the moment from which agreements are considered concluded, they are divided into consensual, real and formal.A consensual agreement is considered concluded from the moment the parties reach an agreement, that is, the parties must agree on their expression of will aimed at establishing, changing or terminating the legal relationship. At the moment when the agreement is reached, the agreement is considered concluded, and its parties have the corresponding rights and obligations. So, to conclude a sales contract, it is necessary for the parties to agree on the object and price of the thing. If the law requires that the expression of will be expressed in a

certain form, then the agreement is considered concluded only if this form is observed.

One agreement of the parties is not enough for a real agreement. A real agreement is considered to be concluded when the parties reach an agreement on all essential terms and the thing is handed over by one party to another. Loan, transportation, donation contracts belong to real transactions. Thus, the obligation to return the debt to the borrower arises only after reaching an agreement with the lender on the amount, the term of return and transfer of this negotiated amount. Also, an example of a real agreement is a custody agreement, because the rights and obligations of the custodian arise from the moment a certain thing is transferred to him for safekeeping.

Contracts are called formal, the conclusion of which requires registration in the form proposed by law: written or notarial (for example, lease, donation). Both a consensual and a real contract can be formal.

4. Depending on the nature of the legal consequences generated by the contract, it is necessary to distinguish between final and preliminary contracts.

The final contract gives the parties rights and obligations aimed at achieving the goals and defines all the terms of the contract.A preliminary contract is a contract in which the parties undertake to enter into a contract in the future (the main contract) within a certain period of time (at a certain time) on the terms established by the previous contract.

The essential terms of the main contract, which are not established by the previous contract, are agreed upon in the order established by the parties in the previous contract, if such order is not established by acts of civil legislation.

The preliminary contract is concluded in the form established for the main contract, and if the form of the main contract is not established, in written form. The preliminary contract must contain conditions that allow establishing the subject, as well as other essential conditions of the main contract, in particular, the term in which the parties undertake to conclude the main contract. If such a term is not specified in the preliminary contract, the main contract shall be concluded within a year from the moment of conclusion of the preliminary contract. If the main contract is not concluded within the above-mentioned period and none of the parties makes an offer to conclude

such a contract (offer) to the other party, the preliminary contract ceases to be effective. A preliminary contract must be distinguished from agreements of intent that take place in practice. In the specified agreements on intentions, only the desire of the parties to enter into contractual relations in the future is recorded. However, the agreement on intentions itself does not give rise to the rights and obligations of the parties, unless otherwise specified in it. Therefore, the refusal of one of the participants of the agreement about the intention to enter into the contract stipulated by such an agreement does not entail any legal consequences for him and can only affect his business reputation.

A contract of intent (protocol of intent, etc.), if it does not contain the will of the parties to give it the force of a previous contract, is not considered a previous contract.This type of contract is most widespread in foreign trade.

5. Depending on the basis of conclusion, all contracts are divided into free and binding. Free contracts are such contracts, the conclusion of which depends entirely on the discretion of the parties. The conclusion of binding contracts, as their name implies, is binding for one or both parties. Most contracts are free in nature. They are concluded at the will of the parties, which fully meets the needs of the development of the market economy. However, in the conditions of an economically developed society, there are also binding contracts. The obligation to enter into a contract may result from a normative act. For example, by virtue of a direct instruction of the law, a bank is obliged to conclude a bank account agreement with a client who has applied to open an account.

Among binding contracts, public contracts are of particular importance. A public contract is a contract in which one party - an entrepreneur - has undertaken the obligation to sell goods, perform work or provide services to anyone who applies to him (retail trade, transportation by public transport, communication services, medical, hotel, banking services, etc.).

The terms of the public contract are set the same for all consumers, except for those to whom the relevant benefits are granted by law.The nature of a public contract implies the imposition of three prohibitions specified in the Civil Code on a

commercial organization participating in it:

- an entrepreneur does not have the right to give preference to one consumer over another regarding the conclusion of a public contract, unless otherwise established by law;

- the entrepreneur does not have the right to refuse to enter into a public contract if he has the opportunity to provide the consumer with the appropriate goods (works, services);

- in the case of an unreasonable refusal of the entrepreneur to enter into a public contract, he must compensate the losses caused to the consumer by such refusal.

Acts of civil legislation may establish rules that are binding on the parties when concluding and performing a public contract.

The terms of a public contract, which contradict the second part of this article and the rules binding on the parties when concluding and executing a public contract, are null and void.

In relations under a public contract (retail purchase and sale, energy supply, rental, housing and construction contract, bank deposit, insurance, preservation, etc.) with the participation of citizens, in addition to the general provisions and norms on contracts of the appropriate type, the laws on protection of consumer rights and other legal acts of Ukraine adopted in accordance with them.

6. Depending on the circle of persons who can demand the performance of the contract, they are divided into those concluded for the benefit of their participants and those concluded for the benefit of third parties.

As a rule, contracts are concluded for the benefit of their participants, and the right to demand the performance of such contracts belongs only to their participants. At the same time, there are also contracts in favor of persons who did not participate in their conclusion, but have the right to demand their implementation.

A contract for the benefit of a third party is a contract in which the debtor is obliged to fulfill his obligation for the benefit of a third party, which may or may not be established in the contract. Performance of a contract for the benefit of a third party may be demanded by both the person who concluded the contract and the third party

for whose benefit performance is provided, unless otherwise established by the contract or the law or does not follow from the essence of the contract.

From the moment a third party expresses its intention to exercise its right, the parties cannot terminate or change the contract without the consent of the third person, unless otherwise established by the contract or law.

A contract for the benefit of a third party is, for example, a contract of cargo transportation. In it, the third person is the consignee. His right to claim against the carrier in some cases (in case of total loss of the cargo) does not exclude the same claim from the consignor of the cargo, who concluded the contract, but in other cases (delayed delivery) - it is excluded.

Sometimes, under a contract for the benefit of a third party, this person bears certain obligations. Thus, the consignee under the contract of carriage, having the right to demand the release of the cargo by the carrier, at the same time is obliged to accept the cargo arriving at his address and pay the corresponding payments and fees.

If the third party waived the right granted to him on the basis of the contract, the party that entered into the contract in favor of the third party may exercise this right himself, unless otherwise follows from the essence of the contract.

7. Depending on the method of conclusion, mutual agreements and accession agreements are distinguished. When concluding mutually agreed contracts, their conditions are established by all parties participating in the contract. When concluding accession agreements, their conditions are established by one of the parties in forms or other standard forms, and it can be concluded only by the accession of the other party to the proposed agreement as a whole. The other party cannot offer its terms of the contract.

The accession agreement can be changed or terminated at the request of the party that joined, if it is deprived of the rights that it normally had, and also if the agreement excludes or limits the liability of the other party for breach of obligation or contains other conditions, obviously burdensome to the acceding party. The acceding party must prove that, based on its interests, it would not have accepted these conditions if it had the opportunity to participate in determining the terms of the contract.

If the demand for change or termination of the contract is presented by the party that joined it in connection with its business activities, the party that submitted the contract for joining can refuse to satisfy these requirements if it proves that the party that joined, knew or could have known, under what conditions she joined the contract [3, p. 373].

8. Planned and regulated contracts are distinguished according to the grounds for the emergence of contractual obligations.

Planned contracts - concluded on the basis of an accepted state order in cases where such acceptance is mandatory for certain subjects: state-owned enterprises, monopolistic enterprises and enterprises that function mainly on the basis of state ownership;

Regulated contracts are concluded freely, at the discretion of the participants in economic relations [4].

9. Based on the mutual position of the parties in contractual relations, business contracts are divided into vertical and horizontal contracts.

Vertical - concluded between unequal entities - the economic management body and the enterprise subordinate to it (for example, a state contract); certain terms of the contract are binding for the subordinate party and cannot be corrected even with the use of a court procedure (pre-contractual dispute).

Horizontal - concluded between equal subjects, while all the terms of the contract are mutually agreed upon by the parties, and in the event of a dispute, they can go to court.

10. According to the terms of validity, they are divided into long-term, medium-term, short-term and one-time contracts. Long-term contracts - concluded for a period of more than 5 years (for example, concession contracts, a lease contract for an integral property complex of the enterprise); in such contracts, organizational elements prevail over property ones. Medium-term contracts - valid from one to 5 years (for example, subcontracts for capital construction); organizational elements in similar contracts are balanced with property elements).

Short-term contracts - valid for up to one year; property elements prevail in these

contracts.

One-off contracts - concluded for one business transaction, usually contain only property elements [5, p. 222; 2, p. 264].

11. According to the set of criteria (economic content and legal features), business contracts can be divided into the following groups:

- contracts for the sale of property (purchase and sale, deliveries, mines, contracting of agricultural products, provision of electricity, gas, water, etc.);

- contracts for transfer of property for use (free use of property, rent, leasing);

- contractual agreements (contract for capital construction, contract for the execution of design and research, research and development and other works);

- transport contracts (transportation of goods, towing, time charter, delivery and collection of wagons, operation of the railway access track, etc.);

- contracts for the provision of banking services (contracts for settlement and cash service, bank lending, factoring, etc.);

- contracts for the provision of other services (regarding the protection of objects, storage of property, etc.);

- agreements on joint activity - agreements on cooperation, on joint investment activity, on the establishment of a corporate-type economic organization operating on the basis of a charter (joint-stock company, limited liability company, additional liability company, statutory economic association), etc. .;

- founding agreements (agreements that play the role of a founding document of a corporate-type business organization - general partnership, limited partnership, contractual business associations - association, corporation).

12. According to the duration of application in the field of management (entrepreneurship), the following can be distinguished:

- traditional contracts - used for many centuries (sales, contract, joint activity, transportation contracts);

- new contracts - the appearance of which during the last century was caused by the complication of economic life (leasing contract, factoring contract, agency contracts, etc.) [4, p. 264].

13. According to the degree of complexity, the following are distinguished:

- simple contracts - contain signs of the same type of contract, they include most traditional contracts, including sales, transportation, contracting, property lease;

- complex (complex) contracts - imply the presence of features of several of the aforementioned contracts (factoring contract, consignment contract, leasing contract, concession contract, etc.).

14. Depending on the role in establishing business relations, the following are distinguished:

- general agreements (framework contracts) - determine the main participants of contractual relations and the parameters of their subsequent contractual relations (general contracting agreements, commercial concession agreement);

- subcontracts - concluded on the basis of general contracts (subcontracting contracts) or framework contracts (for example, a commercial subconcession contract).

15.According to the possibility or impossibility of adjusting the contractual terms, business contracts can be divided into:

- non-adjusted contracts - one or two parties to the contractual relationship are deprived of the possibility of adjusting the predetermined terms of the contract; they include standard contracts (approved by the Cabinet of Ministers of Ukraine or, in cases provided by law, by another state authority) and accession contracts (the content of the contract is determined by one of the parties without the right of the other to insist on its change; for example, contracts for the purchase and sale of shares in the process of open subscription for shares;

- adjusted contracts - terms of the contract through free expression of will (the parties have the right at their own discretion to agree to any terms of the contract, if it does not contradict the law), including with the use of exemplary contracts of a recommendatory nature [2, p. 225].

16. In the event that preliminary negotiations are used to establish a business relationship, contractual relations between their participants are drawn up using two categories of contracts:

- a preliminary agreement, which records: the intention of the parties to conclude

in the future no later than one year after the conclusion of the preliminary agreement - part 1 of Art.182 of the Economic Code of Ukraine) the main contract of certain parameters (the subject matter and other terms of the contract), the obligations of the parties to take preparatory actions aimed at ensuring the conclusion and execution of the main contract (risk insurance, preparation of relevant documentation for obtaining licenses, other permits, etc.), and also the responsibility of the parties for evading the conclusion of the main contract;

- the main contract is concluded on the terms and within the period specified in the previous contract (however, the obligation of the parties to conclude the main contract will cease if neither of them sends the draft of the main contract to the other before the end of the set period - Part 4 of Article 182 of the Economic Code of Ukraine).

17. Depending on the dominance of property or organizational elements in the business contract, the following are distinguished:

- property contracts - they include contracts in which property elements dominate (with the possible presence of organizational elements, but without the dominance of the latter). The majority of business contracts are mainly property contracts, including supplies, mines, contracting, banking services, a large part of transport, etc.;

- organizational contracts (Article 186 of the Commercial Code of Ukraine) are aimed at ensuring the organization of the economic activity of two or more participants in economic relations (business entities), although they may contain property elements (without the superiority of the latter over organizational ones). Such agreements include founding agreements, agreements on cooperation, on joint investment activities, etc. [4, p. 224].However, according to Victoria Milash, in the generally accepted classification of business contracts, too much attention is focused on the subject of the contract.

In her work, she made an attempt to give a classification of types of business contracts with the selection of such classification features that more or less reflect the specifics of business contracts.

According to V. Milash, the subject composition of the economic contract should

be used as a meaningful criterion for the classification of economic contracts.

According to the subject composition, the business contract can have five varieties:

- entrepreneurial (commercial) contract of a bilateral institutional nature;
- entrepreneurial (commercial) contract of a unilateral institutional nature;
- business (consumer) contract of a unilateral institutional nature;
- non-commercial business contract;
- an economic (organizational) normative-binding contract, the parties to which can be both economic entities and economic entities on the one hand, and bodies of state power or local self-government - on the other.

With the help of a business (commercial) contract, goods (tangible and intangible goods, works and services) are moved within the limits of commercial turnover and/or subjects of civil rights, in particular property, property rights, results of intellectual activity, are brought into the field of business activity.

At the same time, the phrase "bilateral institutional character" (an institution in the explanatory dictionary is understood as a stable association to achieve a clearly defined goal) is proposed to be understood as indicating that both parties to the contract are subjects of entrepreneurial activity, and the conclusion of such contracts is an integral part of their fishing. A simple entrepreneurial institution is a natural person - a subject of entrepreneurial activity, and a complex entrepreneurial institution is an economic organization of a commercial nature [6, p. 74]. In turn, the subjective composition of an entrepreneurial (commercial) contract of a unilateral institutional nature is presented in such a way that the subject of entrepreneurial activity acts on the side of only one party. Its counterparty can be both a non-commercial business entity, a non-business entity (legal entity), and an individual who is not an entrepreneur. Such a contract belongs to the commercial group, if the specified party enters into contractual relations not as a consumer and not for the purpose of self-investment to create the material and technical conditions of its existence, but as an investor. However, their participation in business turnover as an investor is singular (atypical for the status of such an entity). An example of such contracts are contracts for the transfer for paid use

of property rights arising from intellectual property rights, in particular a license contract, as well as contracts for the purchase of a separate security (shares, bonds, investment certificate). In addition, the specified group of contracts can include investment contracts in which the state acts on the side of the recipient in the form of state bodies (a concession contract and an agreement on the distribution of products, a lease contract for state-owned property).

With the help of a business (consumer) contract, goods are transferred from the sphere of business activity to the sphere of personal consumption or to satisfy economic needs without its further exploitation (use) in the sphere of business activity for the purpose of obtaining profit. At the same time, one of the parties to such a contract is a subject of entrepreneurial activity, and the counterparty may be an individual (consumer) who exercises his general civil capacity by entering into contractual relations, as well as non-commercial business entities, non-business entities (legal entities) or the state (government-ordered contracts), which must be considered as special consumers.

In contrast to business (consumer) contracts, the subjective composition of commercial (non-commercial) contracts always excludes an entrepreneur as a business entity that enters into contractual relations for the purpose of making a profit. The parties to a business (non-commercial) contract may be non-commercial business entities (consumer and service cooperatives, state-owned enterprises), natural persons who do not have the status of entrepreneurs, non-business entities (legal entities) [7, p. 36].

One of the parties to an economic-organizational regulatory binding contract can be a subject of organizational-economic powers. An example of the latter can be an agreement on the implementation of an investment project in special (free) economic zones, since according to it, investments are not directly implemented, but the order of future investment is established. In other words, in accordance with the specified contract, the investor undertakes to ensure the implementation of the investment project at his own risk and at his own expense in accordance with the terms of the contract, and the management body - to ensure the necessary conditions for implementation.

Business (commercial) contracts can be classified according to such substantive features as the content of the relationship it mediates and the purpose for which the party

is concluding it:

- sales contracts are contracts, mainly for the wholesale purchase and sale of goods (results of business activity) between business entities. Both the owner of the property and his commercial representative can be the seller under such contracts;

- investment contracts (of a bilateral institutional nature), in turn, may be presented:

- system contracts - one of the parties is always a professional investor.Thus, a professional investor in a systemic investment contract can be a CII asset management company, an investment bank, a business entity that implements an investment project in the territory of a free economic zone, etc.;

- non-systemic - an investor is a subject of entrepreneurial activity who is not a professional investor, i.e. does not systematically engage in investment activities, and therefore does not specialize in concluding investment contracts. In a non-systematic investment contract, the investor is a business entity for which the realization of investments is not the main type of business activity carried out by it (for example, franchising, leasing, purchase by one business entity of shares of another business entity; at the same time, it is not excluded that the conclusion of such contracts may acquire a systemic character for the investor) [9, p. 50];

- service contracts. The conclusion of such contracts in certain cases is determined by previously concluded business contracts. As a rule, production and sales or investment. Sometimes the content of the latter stipulates the conclusion of service contracts. To the group of service contracts, the author includes contracts for transport forwarding, warehousing, bank account, settlement and cash service, letter of credit, factoring, commercial risk insurance, contracts for the provision of property value assessment services, property management, in particular securities, contracts for commercial representation (agency agreements, consignment agreements, commission agreements).At the same time, some of the specified types of contracts are used to service business turnover, others can be used in the field of civil turnover. However, in the case of business service contracts, the parties to them are business entities (the exception is only founding contracts); they mediate the service of business turnover (they

are contracts of a bilateral institutional nature). Thus, the power of attorney agreement is widely used in the field of civil turnover, however, this contractual form can be used for the organization of business turnover (for example, the power of attorney agreement between a business company and its division for the transfer of property for sale);

- an organizational and business contract, by means of which business turnover is organized: economic infrastructure is created and the necessary business relations between entrepreneurs are established (without the direct creation of an economic organization). According to the subject composition, such contracts can be represented by contracts of both bilateral and unilateral institutional nature. The most vivid example of organizational and business contracts are founding contracts (at the same time, the parties to such a contract can be natural persons who do not have the status of entrepreneurs). In the author's opinion, even if a non-commercial business entity (exchanges, associations, corporations) is created with the help of such contracts, the fact that they are established for the purpose of organizing business turnover allows them to be classified as a business organizational contract. Organizational and business contracts also include contracts of a simple partnership and contracts on joint business activity; agreements on the establishment of correspondent relations between banking institutions [6, p. 73].

V. Milash also proposes the classification of business contracts according to the place of conclusion of the entrepreneurial (commercial) contract. According to this classification, it is possible to distinguish:

- exchange contracts – contracts concluded and registered on exchanges by relevant entities;

- contracts concluded within the framework of ordinary commodity markets (work and service markets);

- contracts concluded within the electronic market, i.e. through the Internet [7, p. 36]. In civil law, there are also some other types of agreements: administrative agreements that do not generate lasting consequences, such as the irrevocable transfer of a thing, payment, etc., binding agreements that entail such consequences as the temporary transfer of a thing, etc. ; fiduciary agreements (from the word fiducia - trust).

These agreements are based on trust. So, for example, the power of attorney agreement is connected with the existence of the so-called personal trust relations of the parties. The peculiarity of fiduciary agreements is that a change in the character of the parties' relationship, the loss of their fiduciary character, can lead to the unilateral termination of the relationship.

In general, the Civil Code of Ukraine provides for the following types of contractual obligations: purchase and sale, retail purchase and sale, supply, contracting of agricultural products, supply of energy and other resources through the connected network, mine, gift, rent, life estate ¬acquisition, hire (rent), rental, leasing, rental (rent) housing, loan, contract (domestic, construction, design and prospecting), performance of scientific research or research and development and technological works, services, transportation, transport forwarding, storage, insurance, commission, commission, property management, loan, credit, bank deposit, bank account, factoring, calculations, commercial concession, joint activity, disposal of property rights of intellectual property [10].

Under modern conditions, information relations gain more and more importance and become one of the most important elements of the development of economic and legal relations, one of which types are contractual relations. The development of the Internet computer network and electronic commerce leads to an increase in the number of electronic business contracts [11, p. 68].

According to Clause 5, Part 1, Art. 5 of the Law of Ukraine "On Electronic Commerce" an electronic contract is an agreement between two or more parties aimed at establishing, changing or terminating civil rights and obligations and executed in electronic form [12].

Not every electronic legal agreement requires the creation of a separate electronic contract in the form of a separate electronic document. An electronic contract can be concluded in a simplified form, or classically - in the form of a separate document.

The contract in a simplified form by exchanging, for example, e-mails and other means of electronic communication, or the contract concluded by joining it can be signed using: an electronic signature, an electronic signature with a one-time identifier, an

analogue of a handwritten signature (facsimile reproduction of the signature using mechanical means or other copying, other analogue of a handwritten signature) [13].

Demarcation of business contracts by branches of the information sphere of business helps to distinguish certain types and subtypes of relevant contracts within the framework of subtypes of subcontracts and contracts for the provision of services in the information sphere.So, for example, within the framework of the type of contracts for the provision of services, a subtype of contracts for the provision of information and information-infrastructure services is distinguished, within which the type of contracts for the provision of telecommunication services is distinguished, among which sub-types of contracts between telecommunications operators, operators and providers, etc. are distinguished. It is possible to distinguish subspecies on other grounds, for example, depending on the type of relevant services: contracts for the provision of telephone services, access to the Internet, data transmission, broadcasting of television and radio programs by technical means of broadcasting, and others [14, p. 66].

The classification of business contracts is due, first of all, to a large number of their types. In modern legal doctrine, when classifying business contracts, as a rule, the same criteria are used as in civil law. The division of business contracts into types can be carried out according to various qualification criteria, which is due to the continuous evolution of business turnover.

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