

pictures, television broadcasts, sound recordings, and so on. The Convention divides copyright into two categories: individual property rights or non-property rights, and special rights subservient to rights of translation works, protests, and so forth [3, p. 82].

One of the foremost vital international agreements with respect to the security of mental property rights is the Assention on Exchange Viewpoints of Mental Property Rights (TRIPS), concluded inside the system of the World Exchange Organization (WTO). TRIPS builds up least benchmarks for the security of mental property rights in WTO part nations [4, p. 44].

In this way, the advanced framework of universal private law impartially requires the direction of relations related to the trade, exchange and work out of the rights of the proprietors of mental property objects. Such direction is carried out on the premise of worldwide arrangements covering certain perspectives of mental property and the activities of certain worldwide organizations (WIPO, WTO), which viably ensure the rights of the proprietors of intellectual property.

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COLLISION BINDING LEX VENDITORIS IN INTERNATIONAL PRIVATE LAW

In international trade, the sales contract is the basis of the relationship between the seller and the buyer. However, during a conflict between the parties regarding the fulfillment of the terms of the contract, it is necessary to resolve the issue of the application of the law that will be applied to the relations of the parties. In this case, private international law defines the principles that determine the law that will be applied to the contract. One of the

principles of private international law is *lex venditoris*. O.O. Biellohubova and other scientists addressed this topic in their works. However, even today, there are contradictions in points of view regarding the enforcement of the *lex venditoris*.

Lex venditoris (the law of the country of the seller) is a formula of attachment, which means the application of the law of the country in whose territory the selling party is established, has its place of residence or main place of business [3, p. 49]. This conflict binding (or principle) at the international legal level found its consolidation, in particular, in the UN Vienna Convention on Treaties of the International Sale and Purchase of Goods (1980) (Article 10): “if a party has more than one commercial enterprise, its commercial enterprise is considered to be the one which, taking into account the circumstances of the case, which were known to the parties or about which there were assumptions in any – which time before or at the time of conclusion of the contract, has the closest connection with the contract or its performance” [1, p. 41].

The peculiarity of *lex venditoris* is that in modern international private law this conflicting formula has two applications.

On the one hand, *lex venditoris* is used in the literal sense – as a category peculiar to the regulation of the obligations of the seller and the buyer under the contract of sale itself. Based on this principle, the law of the party acting as the seller applies to contractual obligations [2, p. 50–51].

The second meaning of the application of the “law of the seller’s country” has a broader meaning. I.I. Kilimnyk, for example, says that there are many types of contracts in which, similar to a sales contract, the obligations of the parties to each other are not exactly equal in nature. Thus, in a contract of employment, for example, the obligations of the contractor are more important for this type of relationship than the obligations of the customer; the carrier - than the cargo owner, etc. In other words, *lex venditoris* can apply not only to contracts of sale, but also to those types of contractual relations in which one party carries out an action decisive for its qualification as such. In this case, *lex venditoris* is called the law of the seller’s country in the broadest meaning of the word. In the broadest sense, this collision binding occupies a special place, since the very idea of the autonomy of the will is currently at the basis of the dispositive norms of the International Criminal Law [4, p. 16].

In addition, there is a point of dispute regarding the limits of the application of *lex venditoris*. Thus, some researchers believe that the parties can choose the law of any country in the world to regulate legal relations, including the law of a country that has no connection with these legal relations. Other scientists are more cautious, believing that the unlimited application of this rule can lead to legal absurdity and note that in a number of states the principle of localization of the relevant contract applies: the parties can freely choose the law, but its choice must be limited to those legal systems that are relevant to this

contract [2, p. 50–51].

Taking everything into account, the *lex venditoris* conflict is an important principle of private international law, which means the application of the law of the state where the seller party is established, has a place of residence or main place of business. The law of the seller's country is applied in its literal sense - to the contract of sale, as well as in a broad sense – to other private law contracts. Thus, the central party in the purchase and sale contract is the seller, and all other foreign economic transactions are constructed according to the model of this contract. The application of this principle allows the parties to the contract to ensure a legal regime that corresponds to the legislation of the seller's country, which can be important for ensuring the effective performance of the contract.

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BUSINESS ASSOCIATION AS A MAIN MODERN FORM OF ENTREPRENEURIAL ACTIVITY

A business association is a type of business activity that is carried out by uniting individuals and legal entities for the joint realization of business interests and profit. A clear definition of a business association is enshrined in Article 79 of the Civil Code of Ukraine, and they can be established both for entrepreneurship and commercial business activities [1].

A business association is a successful way to conduct business in various