



Delivery Services

PUBLIC AGREEMENT for the Provision of International Express

NOVA POST GLOBAL LIMITED LIABILITY COMPANY (hereinafter referred to as the "**Contractor**"), represented by Director Oleksandr Mykolaiovych Bulba, acting under the Articles of Association, guided by Articles 633 and 634 of the Civil Code of Ukraine, offers to the general public (hereinafter referred to as the "Sender") who are vested with the necessary scope of rights and powers to receive the international express delivery services pursuant to the provisions of this Public Agreement (hereinafter referred to as the "**Agreement**")

1. TERMS AND DEFINITIONS

1.1. **Public Agreement** shall mean a transaction that regulates the relationship between the Contractor and the Sender regarding the provision of international express delivery services on the terms and conditions established by the Contractor.

1.2. **Moment of conclusion of the Agreement** shall mean the moment when the Sender hands over the shipment to the Contractor for the provision of services stipulated hereby.

1.3. **Contractor** shall mean NOVA POST LIMITED LIABILITY COMPANY, which provides international express delivery and a range of other services related to international express delivery.

1.4. **Sender** shall mean any person who hands over the shipment to the Contractor for the provision of international express delivery services and is indicated in the IES as the Sender.

1.5. **Recipient** shall mean any person who accepts the shipment and is indicated in the IES as the Recipient.

1.6. **International Express Shipment** (hereinafter referred to as the "IES" / "Shipment" / "Cargo") shall mean properly packaged international shipments containing documents, goods or products (except for those prohibited to be moved across the customs border by the legislation of the Sender's country or the country of destination), which are accepted, processed, and transported by any means of transport according to an international shipping document for the purpose of delivery to the recipient by an expedited method within the specified time frame.

Hereinafter, the term "IES" or "Shipment" shall also mean any tangible valuables (all items) that are accepted by the Contractor for transportation up until the cargo is delivered to the recipient.

1.7. **Terms of Service** shall mean a document that establishes the procedure and conditions for using the services provided by the Contractor. The Terms of Service (hereinafter referred to as the "**Terms**") are posted on the Contractor's official website novaposhta.ua.

1.8. **Invoice** shall mean a document provided by the seller to the buyer that contains a list of goods, their quantity and price at which they were delivered to the buyer, formal features of the goods (color, weight, etc.), terms of delivery, and information about the sender and recipient.

1.9. **International Express Waybill** (hereinafter referred to as the "IEW") shall mean a numbered accompanying document, which is a document for the transportation of each individual international express shipment and contains information about the Sender, the Recipient, the contents and weight of the international express shipment, and the cost of delivery.

2. GENERAL PROVISIONS

- 2.1. The Agreement was concluded in accordance with the provisions of Articles 633 and 634 of the Civil Code of Ukraine.
- 2.2. Each Party warrants to the other Party that it has the necessary legal capacity, as well as all the rights and powers, to conclude and fulfill the terms and conditions of the Agreement.
- 2.3. The Agreement shall be binding upon the Contractor once it is published on the official website at novaposhta.ua (hereinafter referred to as the "**Website**").
- 2.4. The Agreement shall be binding upon the Sender once it accepts the Contractor's offer to conclude the Agreement.
- 2.5. The Agreement is concluded by means of the Sender acceding to the Agreement proposed by the Contractor in general and accepting all the essential terms and conditions of the Agreement without signing a written copy and is valid pursuant to the provisions of Articles 633 and 634 of the Civil Code of Ukraine. The Sender cannot offer their own terms and conditions with regard to the Agreement.
- 2.6. The Sender's unconditional and full acceptance of the terms and conditions of the Agreement shall consist in the Sender taking actions aimed at receiving services, namely, handing over the shipment to the Contractor for the provision of services stipulated hereby, regardless of the presence/absence of the Sender's signature on the express waybill.
- 2.7. By ordering the Contractor's services, the Sender agrees, on their own behalf and on behalf of the Recipient of the IES and anyone else who is interested in the IES, with the application of this Agreement and the Terms of Service.

3. SUBJECT MATTER OF THE AGREEMENT

- 3.1. The Contractor undertakes to provide the Sender with the international express delivery services in respect of IES, as determined in clause 3.2. of the Agreement, and the Sender undertakes to accept the provided services and pay for the services provided by the Contractor in a timely manner.
- 3.2. The list of services provided by the Contractor to the Sender shall be specified herein and include (but are not limited to):
- 3.2.1. Organization of IES receipt;
 - 3.2.2. Organization of acceptance from the Sender and/or preparation of IES accompanying documents;
 - 3.2.3. Storage of the IES from the moment of its acceptance until the moment of being delivered to the Recipient;
 - 3.2.4. Services for organizing the delivery of IES to the Recipient;
 - 3.2.5. Customs declaration of the IES;
 - 3.2.6. Organization of payment of relevant fees and payments hereunder on behalf and at the expense of the Sender.
 - 3.2.7. International transportation of IES by rail, road, sea and river, and air.
 - 3.2.8. Other services provided for on the Website and/or in the Terms of Service.
- 3.3. Acceptance by the Contractor of the IES for the provision of services specified in the Agreement shall be executed as an IEW.
- 3.4. The Contractor shall provide services to the Sender under the terms and conditions of the Agreement and subject to the Terms of Service approved by the Contractor.
- 3.5. By handing over the IES to the Contractor for the provision of services stipulated by the Agreement, the Sender confirms that it is familiarized with and agrees with the provisions of the Agreement, the Terms of Service in force at the time of handing over the IES for the organization of its transportation, and undertakes to fulfill them regardless of the presence/absence of the Sender's signature on the express waybill.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Obligations of the Contractor:

- 4.1.1. Depending on the type of service ordered, to organize the receipt of IES for the provision of services.

4.1.2. To ensure the preservation of the IES from the moment it is accepted for the provision of services until it is received by the Recipient, provided that the Sender complies with the provisions of the Agreement and the Terms of Service.

4.1.3. To deliver the IES in a timely and reasonable manner.

4.1.4. To calculate the customs payments in accordance with the current legislation.

4.1.5. To provide customs authorities with the documents provided by the Recipient containing reliable information necessary for customs clearance.

4.2. Rights of the Contractor:

4.2.1. To receive payment for the Services and compensation for the customs clearance of the cargo in the amounts and within the time frames stipulated by the Agreement.

4.2.2. To re-weigh and re-measure the IES in order to confirm that the calculations of the declared weight are correct. The calculation shall be based on the actual or volumetric weight of the IES established as a result of re-weighing or re-measurement. The weight determined by the Contractor during re-weighing shall be used as the basis for recalculating the cost of services.

4.2.3. To set and amend tariffs for the services provided under the Agreement at its sole discretion.

4.2.4. To engage third parties for the performance of its obligations under the Agreement. At the same time, the Contractor shall be responsible for the actions of any third parties engaged as for its own actions.

4.2.5. To choose or change the type of transport, the route, or the procedure for transportation of the shipment at its sole discretion.

4.2.6. To unilaterally amend the provisions of the Agreement and the Terms of Service by posting them on the Website.

4.2.7. To receive from the Sender all the necessary and true information required for the provision of services, including for customs clearance of the IES, otherwise the Contractor shall have the right to apply clause 4.2.9 hereof.

4.2.8. To suspend or refuse the provision of services hereunder and return the IES to the Sender should the Sender fail to perform their obligations as stipulated by this Agreement until they are performed in full, including if the Sender or Recipient has performed actions that bear signs of an administrative or criminal offense.

4.2.9. To refuse to provide the international express delivery services if the IES contains items prohibited for forwarding.

4.3. Obligations of the Sender:

4.3.1. Prior to handing over the IES to the Contractor for the provision of services, to familiarize themselves with the provisions of the Agreement and the current Terms of Service which are available on the Website, as well as the list of goods and items prohibited for forwarding as part of the IES.

4.3.2. To provide the Contractor with complete and true information about the IES.

4.3.3. To pack the IES for its preservation during transportation and loading/unloading operations.

4.3.4. To make timely and full payment for the Contractor's services in accordance with the Contractor's current tariffs.

4.3.5. To comply with the provisions of the Agreement and Terms of Service.

4.3.6. In case of receiving the IES in an improper condition (damage, missing items, etc.), to record its condition in the corresponding Report with the mandatory participation of the Contractor's representative.

4.3.7. To provide the Contractor with a complete list of documents that are reliable and true, which are necessary for the proper provision of services by the Contractor, including for the customs clearance of the IES, and at the request of the Contractor to provide the contents of the IES for inspection, otherwise the Contractor shall have the right to apply clause 4.2.9. hereof.

4.4. Rights of the Sender:

4.4.1. To receive the services stipulated by the Agreement.

4.4.2. To hand over the IES to the Contractor for the provision of services personally or through persons authorized by the Sender.

4.4.3. To file claims with the Contractor regarding the services provided.

5. COST OF SERVICES AND PAYMENT PROCEDURE

5.1. The cost of the Contractor's services shall be determined according to the Contractor's current tariffs posted on the Website.

5.2. Payment of the cost of the Contractor's services and compensation of customs payments/duties shall be carried out by the Sender when handing over the IES to the Contractor for the provision of services or upon receipt of the IES. In the case of Export, customs duties shall be paid in the country of receipt or transit of the cargo, depending on the service, in accordance with the current legislation.

5.3. The cost of the services shall be paid by the Sender in the national currency of the country of dispatch when handing over the IES.

5.4. The Sender handing over the IES for the provision of services shall be their acknowledgement of the Contractor's tariffs.

5.5. Tariffs may be unilaterally amended by the Contractor by means of posting the amended tariffs on the Website.

6. LIABILITY OF THE PARTIES

6.1. In case of violation of their obligations under the Agreement, the Parties shall be liable as defined by the Agreement and the current legislation of Ukraine in accordance with the procedure provided for by this Agreement, the Terms of Service, and the current legislation of Ukraine.

6.2. The Contractor reserves the right to charge an administrative fee for overdue payments in an amount not exceeding €30 or the equivalent in the national currency of the country of dispatch or destination.

6.3. The Contractor shall not be liable for the violation of delivery time frames or non-delivery of IES detained and/or seized by the customs/law enforcement authorities of the country of dispatch or destination for the following reasons, inter alia:

- The value of goods in the IES exceeds the equivalent of duty-free import into the territory of the country of destination according to the customs legislation of the country of destination;

- The value of goods in the IES exceeds the equivalent of duty-free export outside the territory of the country of dispatch according to the current legislation;

- The IES are recognized by the customs authorities as a batch of goods / a commercial batch of goods, the total value of which exceeds the equivalent of duty-free import into the territory of the country of destination in accordance with the current legislation;

- The IES are recognized by the customs authorities as a batch of goods / a commercial batch of goods, the total value of which exceeds the equivalent of duty-free export outside the territory of the country of dispatch in accordance with the current legislation;

- The IES contain objects of intellectual property rights that are included in the customs register of objects of intellectual property rights of Ukraine or in a similar register of any other country of destination;

- The IES contain objects that belong to the list of items prohibited for import into the customs territory of the country of destination according to the current legislation;

- Actions taken by customs and other state authorities caused by circumstances beyond the Contractor's control.

6.4. The Contractor shall not be liable for damage to a shipment that is handed over without packaging or in packaging that does not ensure its integrity or does not meet the specifications of the shipment.

6.5. If the Parties discover a damaged shipment or a missing shipment in a whole (intact) package during delivery of the shipment, the liability for any damage, shortage, or missing contents of the shipment inside the package shall be borne by the Sender.

6.6. The Contractor shall not be responsible for the integrity and preservation (safekeeping) of the shipment, or for missing contents if the shipment is handed over to the Recipient or the Sender in intact/undamaged packaging, or if the detected damage to the packaging does not coincide with the damage to the shipment.

6.7. The Sender shall be liable for providing inaccurate information about the shipment and for providing unreliable documents that are needed for the customs clearance of the IES in accordance with the procedure determined by the current legislation of the country of dispatch or destination.

7. FORCE MAJEURE

7.1. According to the Agreement, the Parties shall not be liable for failing to perform (improper performance of) their obligations, if such failure (improper performance) occurred as a result of force majeure.

7.2. According to the Agreement, force majeure shall include natural phenomena (floods, earthquakes, blizzards, ice, significant decrease or increase in air temperature and other natural disasters), disasters of biological, man-made, and anthropogenic origin (explosions, fires, mass epidemics, epizootics, epiphytobia, etc.), circumstances surrounding public life (war or hostilities, blockades, civil unrest, manifestations of terrorism, mass strikes, etc.), actions or regulatory requirements of state authorities, and other circumstances beyond the control and will of the Parties which occurred after the Agreement entered into force, directly affect the actions of the Parties, and make it impossible for them to perform their obligations under the Agreement.

7.3. In the Agreement, a significant decrease or increase in temperature shall mean an actual decrease or increase in the air temperature in the environment to such a temperature at which the shipment accepted for transportation deteriorates, is deformed, damaged, changes its properties and qualities, or is caused to be destroyed while it is in the warehouse or in the cargo compartment of the Contractor's vehicle or a vehicle of a third party involved in the transportation.

7.4. The duration of force majeure shall be extended by the corresponding period for the Parties to perform their obligations hereunder. A document issued by the Ukrainian Chamber of Commerce and Industry or a regional chamber of commerce and industry shall be sufficient proof of the occurrence and existence of force majeure.

8. TERM OF THE AGREEMENT

8.1. The Terms of the Agreement shall be made publicly available for all Senders by being published on the Website.

8.2. The Agreement shall come into force once the Sender hands over the IES to the Contractor for the provision of services stipulated hereby, regardless of the presence/absence of the Sender's signature on the IEW, and shall be valid until the Parties fully perform their obligations under the Agreement.

9. DISPUTE RESOLUTION PROCEDURE

9.1. All disputes and discrepancies arising during the execution of this Agreement shall be resolved by the Parties through negotiations and pre-trial dispute resolution.

9.2. Should it be impossible to resolve the issue through negotiations and pre-trial dispute resolution, the disputes between the Parties shall be resolved pursuant to the current legislation of Ukraine.

9.3. Any IES inspection reports, loss and damage claims, expert opinions, and other documents containing information about the nature and causes of IES damage, spoilage, loss, or missing contents, drawn up without the participation of an authorized representative of the

Contractor, shall be invalid and shall not be taken into account when considering claims.

10. FINAL PROVISIONS

10.1. The Contractor is a corporate income tax payer at the basic rate pursuant to the Tax Code of Ukraine.

10.2. The Personal Data Owner confirms that it has given its consent to the processing of personal data by the Contractor (any information concerning it, including, but not limited to, information regarding its first name, patronymic, last name, passport details, contact phone numbers, etc., (hereinafter referred to as the "Personal Data") for the purpose of:

- implementing financial and economic activities on the part of the Contractor, offering a full range of services of the Contractor and/or other business entities that (i) operate under the "Nova Post" trademark, or (ii) are legal entities that are related parties of the Contractor, or (iii) in which the Contractor holds a significant share (hereinafter referred to as "Third Parties");

- handing over its personal data to state authorities and governance bodies, in particular, to customs authorities, as well as to other authorities, individuals and legal entities to the extent required for the proper fulfillment by the Contractor of the terms and conditions hereof.

10.3. All legal relations arising out of or in connection with the Agreement, in particular the validity, conclusion, execution, amendment, and termination of the Agreement, interpretation of the terms and conditions thereof, determination of the consequences of invalidity or violation of the Agreement, shall be regulated by the Agreement and relevant norms of the current legislation of Ukraine.

11. LOCATION AND DETAILS OF THE CONTRACTOR NOVA

POST LLC

Location/ mailing address:

103 Stolychne Shose, Building 1, 9th Floor, Kyiv, 03026.

EDRPOU code 31316718

IBAN **533314670000026005300918092**

with Oschadbank JSC

TIN 313167116014

VAT Payer Certificate No. 100148005

Customer information support number 0-800-500-609

Official website novaposhta.ua

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