



Service Agreement

City of Kyiv

NOVA POSHTA LIMITED LIABILITY COMPANY (hereinafter referred to as the "Contractor"), represented by Oleksandr Mykolaiovych Bulba, Director, acting under the Articles of Association, for one part, and

the business entity that has accessed the said Service Agreement by submitting to the Contractor an Accession Application (hereinafter referred to as the "Customer"), for the other part, collectively referred to as the "Parties", and each individually as a "Party", have concluded this Service Agreement (hereinafter referred to as the "Agreement") as follows:

1. GENERAL PROVISIONS

1.1. This Agreement shall be considered as an Accession Agreement as defined in Article 634 of the Civil Code of Ukraine and may be concluded only by the Customer's acceptance of all its terms and conditions as a whole.

1.2. The Agreement is available on the official website of the Contractor at novaposhta.ua and novapost.com/uk-ua/ (hereinafter referred to as the "Website").

1.3. Under the terms hereof, the Customer may be a business entity (except for state-owned entities financed from the local or state budget or covered by the Law of Ukraine "On Public Procurement") that intends to receive services hereunder.

1.4. All terms of the Agreement shall be binding on both the Contractor and the Customer. Accession to the Agreement shall be made exclusively on the terms and conditions set for herein, and the Customer shall not be entitled to offer any of its own terms and conditions hereto.

1.5. Amendments hereto shall be made public by posting the Agreement on the official website of the Contractor at novaposhta.ua and novapost.com/uk-ua/.

1.6. Amendments hereto shall become effective on the next day after their publication by the Contractor or from the date the amendments come into force, if such date is specified in the published information or from the date the new version of the Agreement is posted on the Contractor's official website at novaposhta.ua.

1.7. Any amendments hereto from the date they become effective shall apply to all parties hereto, including those who accessed the Agreement before the date the amendments hereto become effective.

1.8. The Contractor's receipt of the Accession Application shall constitute the Customer's full and unconditional confirmation of the conclusion and performance hereof on the terms of accession and shall mean the Customer's agreement to all terms and conditions hereof without exception, limitation, or addition.

1.9. This Agreement constitutes a mixed contract by its legal nature and contains elements of a carriage agreement, a freight forwarding agreement and a commission agreement.

2. SUBJECT MATTER

2.1. The Contractor undertakes to provide the Customer with the services specified in clause 2.2. hereof, and the Customer undertakes to accept the services rendered and to

make timely payment for the services rendered by the Contractor.

2.2. List of services to be rendered by the Contractor towards the Customer:

2.2.1. Shipment transportation services and provision of a set of other services related to the shipment transportation;

2.2.2. International transportation services for international express shipments and provision of a set of other services related to the international transportation of international express shipments.

Services specified herein are hereinafter collectively referred to as the "Services".

Shipments and international express shipments are hereinafter referred to as the "Shipments".

2.3. The Contractor shall provide the Customer with the services specified in clause 2.2.1 hereof on the terms and conditions of this Agreement, Annex No. 2, and the Terms of Service for shipment transportation approved by the Contractor.

2.4. The Contractor shall provide the Customer with the services specified in clause 2.2.2 hereof on the terms and conditions of this Agreement, Annex No. 3, and the Terms of International Transportation Services approved by the Contractor.

2.5. The Customer shall pay the Contractor a fee for the services rendered by the Contractor according to the applicable rates of the Contractor available on the official website of the Contractor at novaposhta.ua and novapost.com/uk-ua/.

2.6. Rates shall be subject to unilateral change by the Contractor by posting the amended rates on the official website.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Contractor's obligations:

3.1.1. Accept the shipment for the provision of services at the address specified by the Customer or through the Contractor's network of branches, depending on the type of service ordered.

3.1.2. Ensure the safety of the shipment from the moment of its acceptance for the provision of services until its delivery to the Recipient, assuming that the Customer complies with the provisions hereof and Annexes hereto.

3.1.3. Provide the Customer with documents to pay for the services. The tax invoice shall be provided/registered by the Contractor to the Customer under the procedure and within the terms specified by the applicable legislation of Ukraine.

3.1.4. Other obligations specified in the Annexes.

3.2. Contractor's rights:

3.2.1. Receive fees for services rendered on the terms and conditions specified herein.

3.2.2. Refuse to provide services to the Customer if the Customer is in breach of any of its obligations hereunder and Annexes hereto.

3.2.3. Perform repeated weighing and measurement of the shipment to confirm the correctness of the weight calculations declared. The calculation shall be based on the greater value of the actual or volumetric weight of the shipment determined by repeated weighing or measurement. The weight determined during the repeated weighing by the Contractor shall be the basis for recalculation of the cost of services.

3.2.4. Independently set and change rates for services rendered hereunder.

3.2.5. Engage third parties to fulfil its obligations hereunder. In this case, the Contractor shall be liable for the actions of the engaged third parties as for its own actions.

3.2.6. Independently choose or change the type of transport, transportation route, and procedure for shipment transportation.

3.2.7. Other rights specified in the Annexes.

3.3. Customer's obligations:

3.3.1. Read this Agreement and Annexes hereto on the official website of the

Contractor at novaposhta.ua and novapost.com/uk-ua/ before handing over the shipment to the Contractor for further transportation.

3.3.2. Provide the Contractor with information about the contents of the shipment handed over for the provision of services.

3.3.3. Pack the shipment for its safety during transportation, as well as unloading and loading operations, and, if necessary, fasten it with branded adhesive tape or a seal to prevent access to the contents of the shipment.

3.3.4. Provide the Contractor with all the accompanying documents required for the transportation of the shipment.

3.3.5. Sign the Certificates of Services rendered by the Contractor on time to certify the fact of proper provision of services by the Contractor hereunder.

3.3.6. Pay for the Contractor's services rendered according to the Contractor's applicable rates on time and in full.

3.3.7. Keep access roads to loading and unloading points, loading and unloading areas, ramps, etc. in proper condition, in particular, according to labour protection requirements, and ensure unhindered and safe movement and free passage of vehicles.

3.3.8. The Customer shall notify the Contractor within 3 (three) business days of any changes in the VAT payer status.

3.3.9. Other obligations specified in the Annexes.

3.4. Customer's rights:

3.4.1. Receive the services stipulated herein.

3.4.2. Transfer the shipment to the Contractor to render services in person or through authorised persons of the Customer.

3.4.3. Submit claims to the Contractor regarding the services provided according to the requirements of the applicable legislation of Ukraine.

3.4.4. Other rights specified in the Annexes.

4. COST OF SERVICES AND SETTLEMENT PROCEDURE

4.1. The total cost of this Agreement shall consist of the cost of services rendered by the Contractor during the term hereof. The services rendered by the Contractor shall be paid for at the applicable rates of the Contractor and the customs duties shall be refunded according to the Certificate of Services Rendered by transferring funds in the amount of 100% of the cost of services to the current account of the Contractor by the Customer within 2 (two) banking days from the date of approval of the Certificate of Services Rendered by the Contractor.

4.2. The services rendered by the Contractor may be paid for in advance (advance payment) according to the Contractor's invoice. Funds shall be debited from the advance payment according to the Certificates of Services Rendered.

4.3. By the 10th, 20th, and last day of each month, the Contractor shall draw up Certificates of Services Rendered as a result of the services actually rendered and send them to the Customer by one of the methods of its choice:

4.3.1. By sending signed and sealed Certificates of Services Rendered in two paper copies to be signed by the Customer;

4.3.2. By sending electronic certificates with a qualified electronic signature or an advanced electronic signature (QES). The Parties shall sign the certificates of services rendered electronically according to the procedure and terms specified in clause 4.4. hereof. The Customer's e-mail for exchanging electronic documents shall be specified by the Customer in the Accession Application.

4.4. The Customer shall sign the Certificates of Services Rendered (hereinafter referred to as the "Certificate") within 2 (two) business days from the date of receipt of the Certificates of Services Rendered by the Contractor or provide the Contractor with a reasoned written waiver to sign the certificates within the same period. The Customer's

failure to sign the certificates within 2 (two) business days from the date of receipt of the certificates from the Contractor without providing appropriate written explanations shall be considered as the Customer's recognition of the complete fulfilment of the Contractor's obligations under the Agreement. If so, it shall be considered that the Certificates have been approved, the Contractor's services have been rendered in full and under the terms of the Agreement, the Customer has no claims, and the Customer shall pay for the services according to the relevant documents received to pay for the services rendered.

4.5. The Customer's disagreement with the Contractor's new rates shall constitute the grounds for the Contractor's unilateral termination of the Agreement. If the Customer provides a shipment for the provision of services, it shall be considered as proof that the Customer agrees to the Contractor's rates.

4.6. In case of the Customer's violation of the term of payment for the Contractor's services by more than 10 (ten) business days from the payment deadline outlined in clause 4.1 of the Agreement, the Contractor shall be entitled to unilaterally terminate the provision of services with deferred payment and switch the Customer to the conditions of providing services with advance payment according to the applicable rates of the Contractor. Switching the Customer to the advance payment terms shall not relieve the Customer of the obligation to pay the entire amount of the debt to the Contractor.

4.7. The termination of the Agreement or its cancellation shall not relieve any of the Parties from the duty to fulfil their obligations hereunder.

4.8. The Customer undertakes to notify the Contractor in advance (at least 5 business days) of any changes in its e-mail for exchanging electronic documents specified in the Accession Application and/or changes in the software (system) employed by the Customer for exchanging electronic documents.

5. LIABILITY OF THE PARTIES

5.1. If either Party breaches its obligations hereunder, it shall be liable for such breach pursuant to this Agreement, Annexes hereto, and the applicable laws of Ukraine.

5.2. Contractor's liability:

5.2.1. The Contractor shall not be liable for damage to the shipment without packaging or having packaging that does not ensure its integrity or does not meet the specifications of the shipment.

5.2.2. If the Customer exceeds the permissible weight limits, the Contractor shall be entitled to refuse to provide services or to demand that the weight of the shipment to be transported is reduced.

5.2.3. If the Parties discover a damaged shipment or missing shipment in an intact (undamaged) package during its delivery, the Sender shall be responsible for any damage, shortage, or absence of the shipment's contents inside the package.

5.2.4. The Contractor shall not be liable for the integrity, safety (security) of the shipment, or its shortage if the shipment is delivered to the Recipient or the Sender in an intact/undamaged package, as well as if the detected damage to the package does not coincide with the damage to the shipment.

5.2.5. The Contractor's liability for the safety of the shipment shall be terminated from the moment of its handover to the Recipient. The acceptance certificate (documenting damage or shortage of the shipment) drawn up after the shipment has been delivered to the Recipient shall be deemed null and void.

5.2.6. The Contractor shall not be liable for compliance with the temperature conditions during transportation of the shipment.

5.2.7. The Contractor shall not be liable for failure to comply with the transportation deadlines for the period of adverse and difficult weather conditions, as well as other abnormal natural occurrences that impede or make it impossible for the Contractor to fulfil its obligations hereunder.

5.2.8. The Contractor shall not be liable for the Customer's indirect expenses or lost

profits.

5.2.9. The Contractor shall not be required to inspect the contents of the shipment and the compliance of the packaging with the specifications of the shipment, as well as the requirements of applicable law and state standards.

5.2.10. If there are any delays in the delivery of the shipment by the Contractor due to the Recipient's fault (waiting line, absence of an authorised person, refusal to sign documents), the Contractor shall not guarantee timely delivery of the shipment to the Recipient and shall not be liable for the delay in delivery of the shipment.

5.2.11. The Contractor shall not be liable if the information about the amendment of the Agreement, which is published under the procedure and within the terms established hereby, has not been received and/or reviewed and/or correctly understood by the Customer.

5.3. Customer's liability:

5.3.1. If the Customer fails to pay for the services rendered by the Contractor on time and/or in full, the Customer shall pay the Contractor a penalty equal to double the NBU interest rate on the amount of the debt for each day of delay and 30% per annum of the amount of the debt. The term for accruing penalties for delay in fulfilment of obligations is longer than stipulated by Part 6 of Article 232 of the Commercial Code of Ukraine and is 1 year from the date when the obligation was supposed to be fulfilled.

5.3.2. The Customer shall be liable for all direct losses incurred by the Contractor resulting from the breach of the obligation to provide documents and information under clauses 3.3.2 and 3.3.4 hereof.

5.3.3. The Customer shall be liable for all adverse consequences (breakage, damage to the shipment, deformation, etc.) in case of improper packaging of the shipment (packaging that does not meet the specifications of the shipment, its weight, or the established standards, technical specifications, and requirements for packaging of the shipment specified in the Terms) and the absence of special labelling.

5.3.4. If there are any delays in the provision of services due to the Recipient's fault (waiting line, absence of an authorised person, refusal to sign documents, etc.), the Contractor shall not guarantee timely delivery of the shipment to the Recipient and shall not be liable for the delay in delivery of the shipment.

5.3.5. If a vehicle breaks down because of its overloading due to the Customer's fault, the Customer shall refund to the Contractor the documented cost of the vehicle repair work.

5.3.6. If the Customer's shipment contains poisonous, radioactive, or chemical substances, acids, or other dangerous compounds, the Customer shall be fully liable for damages caused to third parties whose shipments have been transported or stored together with the Customer's shipment, as well as to the Contractor, driver(s), and vehicle owners.

5.3.7. The Customer shall be liable for all services ordered using the Business Client Identification Card. All services ordered using the Business Client Identification Card shall be considered as initiated by the Customer until the Customer reports its loss/theft.

5.3.8. If the Customer fails to timely notify the Contractor of changes in its VAT payer status, which results in the imposition of penalties on the Contractor by the controlling authorities, the Customer shall pay the Contractor a fine equal to the amount of the penalty accrued to the Contractor by the controlling authorities within 10 (ten) calendar days from the date of the Contractor's written request.

6. DISPUTE SETTLEMENT PROCEDURE

6.1. All disputes and discrepancies arising during the execution hereof shall be resolved by the Parties through negotiations and pre-trial dispute resolution.

6.2. If the Parties fail to resolve the issue through negotiations and pre-trial dispute

resolution, the disputes between the Parties shall be resolved according to the applicable legislation of Ukraine.

6.3. The Parties have agreed to apply a general limitation period of 3 (three) years to disputes concerning the collection of debts for services rendered by the Contractor.

7. VALIDITY PERIOD OF THE AGREEMENT

7.1. The Agreement shall become effective from the date of acceptance by the Contractor of the Accession Application from the Customer and shall remain in force until the date of withdrawal of either Party from the Agreement, but not earlier than one of the Parties fulfils its obligations.

7.2. The Customer shall send the Accession Application by any means of its choice:

7.2.1. by sending signed and sealed (if any) Accession Application in duplicate. Having received duplicate copies of such Application, the Contractor shall return one of the copies to the Customer with a mark of acceptance and an individual number assigned in case of no objections to the execution and completion of such Application.

7.2.2. by submitting an electronic Accession Application with a qualified electronic signature or an advanced electronic signature (QES) through the Business Account. Having received an electronic Application, the Contractor shall return the electronic Application to the Customer with a qualified/advanced electronic signature and an individual number assigned in case of no objections to the execution and completion of such Application.

7.3. The individual number of the Accession Application corresponds to the number of the Agreement.

7.4. The date of the Agreement means:

7.4.1. The date the Contractor accepts the Accession Application submitted in hard copy.

7.4.2. The date the Contractor affixes a qualified/advanced electronic signature to the Accession Application.

7.5. The Contractor shall be entitled, at its sole discretion, to refuse to accept the Accession Application regardless of the method of sending it.

7.6. The Contractor shall be entitled to terminate the Agreement unilaterally by sending an electronic notice of termination to the Customer. The Customer shall be entitled to terminate the Agreement unilaterally by giving written notice to the Contractor in advance.

7.7. The Agreement is concluded under a termination clause, namely, it shall be terminated early if the Customer fails to use the Contractor's services under the Agreement for 6 (six) months or more from the date of sending/receiving the last shipment. The Agreement shall be considered terminated on the day the termination clause comes into force.

8. FINAL PROVISIONS

8.1. Once this Agreement is concluded, all previous negotiations, correspondence, letters of intent, and any other oral or written arrangements between the Parties on matters relating hereto shall become null and void.

8.2. Neither Party may assign its rights and obligations hereunder to a third party without the written consent of the other Party, except as stipulated by the Agreement.

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

8.4. The Parties acknowledge that they have been informed of the requirements of the Law of Ukraine "On Personal Data Protection" and undertake to comply therewith.

8.5. The Parties shall be liable for the validity of the details specified herein and shall timely notify in writing of any changes thereto, and in case of failure to do so shall bear the risk of adverse consequences thereof.

8.6. All legal relations arising out of or related to this Agreement, including the

validity, conclusion, execution, amendment, and termination hereof, interpretation of its terms, and determination of the consequences of invalidity or breach of the Agreement, shall be governed hereby and the relevant provisions of the applicable legislation of Ukraine.

8.7. The Parties agree that if the shipment is damaged or destroyed, as well as if there are discrepancies between the Contractor and the Sender (Recipient) on the circumstances that may give rise to liability, the authorised representatives of the Parties shall draw up documents in the form established by the Contractor.

8.8. The Parties agree that the documents sent by e-mail, which are an integral part of the Agreement, signed and sealed by the Parties, shall have full legal force until the Parties exchange the original documents, shall define the rights and obligations of the Parties to the Agreement, and may be submitted to the court as appropriate evidence. The terms of this clause shall not apply to the primary accounting documents provided by the Contractor to the Customer.

8.9. The invalidity (voidance) of any of the provisions (any of the terms) hereof and/or the Annexes hereto shall not constitute grounds for invalidity (voidance) of other provisions (terms) hereof and/or the Agreement as a whole.

8.10. The Contractor shall be entitled to indicate the Customer's brand name and/or trademark in the list of customers using the Contractor's services in its promotional materials or during marketing campaigns.

8.11. The Customer shall be entitled to use the Contractor's logo solely to indicate the Contractor as the Customer's counterparty. Such indication shall not constitute an advertisement and shall not be subject to any payment by the Contractor. Upon the expiration hereof or in case of its termination, the Customer shall no longer be entitled to use the Contractor's logo and shall remove all links to the Contractor's website and services, unless otherwise agreed by the Parties in writing.

8.12. The Parties have agreed that they are entitled to use electronic signatures when signing the Accession Application, annexes, contracts, supplemental agreements and other documents within the framework of the execution hereof.

Electronic documents hereunder shall be prepared and signed according to the provisions of the Law of Ukraine "On Electronic Trust Services", the Law of Ukraine "On Electronic Documents and Electronic Document Circulation", as well as other applicable laws of Ukraine.

The electronic document (except for the Accession Application) shall be deemed concluded by the Parties on the date specified therein. This condition shall apply, inter alia, if the actual date of signing by any signatory of any Party precedes or follows the date of the electronic document specified in the text of the latter.

8.13. By accession to the Agreement, the Customer represents and warrants to the Contractor the following:

1) The Customer is fully competent and capable of concluding and executing this Agreement;

2) The Customer has obtained all permits necessary for the conclusion and execution hereof;

3) The Customer has undertaken all actions required for the conclusion and execution hereof, as well as the fulfilment of its obligations hereunder;

4) The Customer and/or its related parties (including the ultimate beneficial owner(s)) are not included in the lists of persons subject to restrictive measures (sanctions) according to the laws and other statutory regulations of Ukraine. In the event of a change in the above circumstances, Customer shall notify Contractor thereof without delay, but no later than 5 (five) business days. The Contractor shall be entitled to cease acceptance of the Customer's shipments for the period of the above circumstances and/or initiate early termination of the Agreement according to the procedure established herein.

9. ANNEXES

- 9.1. Annexes to the Agreement shall constitute an integral part hereof:
9.1.1. Annex 1 – Agreement Accession Form;
9.1.2. Annex 2 – Shipment Transportation Services;
9.1.3. Annex 3 – International Transportation Services for International Express Shipments.

10. LEGAL ADDRESS AND DETAILS OF THE CONTRACTOR:

NOVA POSHTA LLC

Location/postal address:

103, Stolychne Shosse, building 1, floor 9, 03026, Kyiv, Ukraine.

USREOU code 31316718

IBAN UA 533314670000026005300918092 at JSC Oschadbank

Taxpayer Identification Number (TIN) 313167116014

VAT payer certificate

No. 100148005

Website: novaposhta.ua and novapost.com/uk-ua/

Annex No. 1
to the Service Agreement

Agreement Accession Form

Individual number of the application (agreement): _____
(to be filled in by the Contractor)

Date of acceptance of the application (conclusion of the Agreement): _____
(to be filled in by the Contractor)

ACCESSION APPLICATION
to the Service Agreement

The Service Agreement (hereinafter referred to as the "**Agreement**") shall be concluded by the accession of a business entity (hereinafter referred to as the "**Customer**") that intends to receive services hereunder as a whole. The Customer shall not be entitled to propose its own terms hereof according to Article 634 of the Civil Code of Ukraine. If the Customer does not agree with the content and form of the Agreement or its individual provisions, the Customer may refuse to conclude it.

By signing the Application, the Customer shall conclude the Agreement with the Contractor available on the Contractor's website at novaposhta.ua and novapost.com/uk-ua/ (hereinafter referred to as the "**Contractor's Website**") by accepting all its terms and conditions as a whole.

Once the Application is accepted by the Contractor, the Customer and the Contractor shall assume the rights and obligations specified herein and shall be liable for their non-fulfilment and/or improper fulfilment. **By signing the Application, the Customer certifies:**

- Having read all the provisions of the Agreement, the Annexes hereto, and all the Terms of Service;
- Having fully understood the content of the Agreement, the Annexes hereto, and all the Terms of Service, as well as the meanings of terms and concepts;
- Having expressed their free will to conclude the Agreement according to all its terms and conditions acceding to it in full.

The Customer confirms that the information provided below is accurate:

Name		
Location of the Customer		
Legal/postal address		
Current account		
Bank name		
USREOU code		
VAT payer	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Individual VAT payer's tax number		
Telephone		
E-mail address for notifications		
E-mail address for exchanging electronic documents		

By signing the Application, the Customer shall agree to the processing of his/her personal data provided to the Contractor.

_____ 20 _____
(signature) (Full name and position of the Customer's authorised person)

The Contractor's signature:

Representative by power of attorney _____ / _____ /
L.S.

Annex No. 2
to the Service Agreement

1. GENERAL PROVISIONS

1.1. This Annex shall define the rights, obligations, and liabilities of the Parties, as well as the procedure and terms of shipment transportation services provided by the Contractor.

1.2. This Annex shall regulate the relations between the parties exclusively in terms of the Contractor's services specified herein. The provisions of this Annex shall not apply to the services specified in other Annexes hereto.

2. DEFINITIONS OF TERMS

In this Annex, the following terms are used as defined below:

2.1. The **Contractor** is NOVA POSHTA LIMITED LIABILITY COMPANY, which provides shipment transportation services and a set of other services related to shipment transportation.

2.2. The **Customer** is the Sender or the Recipient of the shipment who has concluded the Agreement with the Contractor.

2.3. The **Sender** is any individual or legal entity that transfers the shipment to the Contractor to provide the shipment transportation services.

2.4. The **Recipient** is any individual or legal entity that receives a shipment.

2.5. The **Shipment** is a cargo, documents, or other property, depending on what is specified in the relevant express waybill, and transferred by the Sender to the Contractor for the provision of shipment transportation services.

2.6. The **Marking (Special Marking)** is inscriptions, images, and symbols placed on the packaging, tags, or on the shipment itself provided by the Sender to the Contractor, which are necessary for transporting the shipment and handing it over to the Recipient.

2.7. The **Unclaimed Shipment** is a shipment that has not been claimed (not accepted/picked up) by the Sender or the Recipient from the Contractor within 25 (twenty-five) business days of the branch (but not less than 30 calendar days) from the date the shipment is received at the Recipient's branch.

2.8. **Business Day of a Branch** is a day when the branch renders services to customers according to the established working hours, except for Sundays and public holidays.

2.9. The **Declared Value of the Shipment** is the cost of the shipment indicated by the Sender in the relevant express waybill.

2.10. **Terms of Shipment Transportation Services** is a document that specifies the procedure and conditions for using the services provided by the Contractor. The terms of shipment transportation services (hereinafter referred to as the "Terms") are available on the official website of the Contractor at novaposhta.ua and novapost.com/uk-ua/.

2.11. The **Piece of Freight** is a conventional unit of a shipment accepted by the Contractor for the provision of shipment transportation services, which can be independently moved without violating the integrity of the shipment packaging and is a component of the shipment.

2.12. The **Carriage Fee** is the Contractor's remuneration for the shipment transportation services, which does not include commissions and the cost of other additional services provided by the Contractor.

2.13. **Business Client Identification Card** is a card provided to the Customer (Client) of NOVA POSHTA LLC to identify the Customer (Client) and its representative, as well as to confirm the special terms of cooperation provided to the Customer (Client).

3. SUBJECT MATTER

3.1. The Contractor undertakes to provide the shipment transportation services and a

set of other services related to the shipment transportation (hereinafter referred to as the "Services") for a fee and at the expense of the Customer, and the Customer undertakes to accept and pay therefor on the terms and conditions specified herein.

3.2. The Contractor shall render services to the Customer on the terms and conditions hereof, Annexes hereto, and according to the Terms approved by the Contractor.

3.3. The Contractor's acceptance of the shipment for the provision of the services specified herein shall be documented by an express waybill, which shall contain the following information: type of service, information about the sender, information about the recipient, information about the number of pieces of freight, weight of the shipment, declared value of the shipment, description of the contents of the shipment, service payer, settlement form, estimated delivery time of the shipment, information on additional services, and cost of the Contractor's services.

3.4. By handing over the shipment to the Contractor for the provision of services, the Customer shall confirm having read and agreed to the provisions hereof, Annexes hereto, and the Terms in force when handing over the shipment for transportation, and shall be liable to comply therewith.

3.5. The Contractor shall be entitled to unilaterally amend the Terms by posting the amended Terms on its official website.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Contractor's rights:

4.1.1. Dispose of the unclaimed shipment at its own discretion, including by utilising it.

4.1.2. Restrict the Customer from assigning the Recipient as the payer of the services in case of a breach of the Customer's obligation to make payment according to clause 4.2.11. hereof.

4.1.3. Other rights specified in the Agreement and the Terms.

4.2. Customer's obligations:

4.2.1. Read this Agreement, Annexes hereto, and the Terms on the official website of the Contractor at novaposhta.ua and novapost.com/uk-ua/ before handing over the shipment to the Contractor for transportation.

4.2.2. Fill in the express waybill accurately and correctly (fill in all required fields, provide accurate information, etc.) for each shipment, sign it, and provide the completed and signed express waybill to the Contractor as required by the Contractor. The Sender shall be liable for the information provided in the express waybill.

4.2.3. Mark each piece of freight in advance.

4.2.4. Comply with the Terms of Service.

4.2.5. Inform the Recipient of the provisions of the Terms of Service.

4.2.6. Inform the Recipient of the transfer of the shipment to the Contractor for the provision of shipment transportation services, the express waybill number, and the estimated delivery time of the shipment.

4.2.7. If the shipment is received in an inadequate condition (damage, shortage, etc.), record its condition in the relevant act approved by the Contractor, with the mandatory participation of representatives of the Customer/Recipient and the Contractor.

4.2.8. When paying for the Contractor's services, the Recipient of the shipment shall provide the Contractor with full information about the Recipient (bank details (for non-cash payment), address, telephone number, responsible person, etc.) If the Recipient or any other person specified by the Customer as the payer fails to pay for the services rendered, the Customer shall be liable to pay for the Contractor's services.

4.2.9. If the Recipient fails to receive the shipment for any reason (refusal, ordering the "Shipment Return" service, etc.), except in cases of damage, loss, or shortage of the

shipment caused by the Contractor, the Customer shall pay the Contractor the cost of the services actually rendered (transportation of the shipment from the Customer to the Recipient and/or from the Recipient to the Customer and/or the cost of storage of the shipment, etc.) according to the Contractor's applicable rates.

4.2.10. The shipment may be claimed (accepted/picked up) by the Recipient or the Sender from the Contractor within 25 (twenty-five) business days of the branch (but not less than 30 calendar days) from the date the shipment is received at the Recipient's branch. Thus, the Sender shall be liable to inform the Recipient about the terms hereof.

4.2.11. In the absence of payment for the actual provision of the service (transportation of the shipment from the Customer to the Recipient and/or from the Recipient to the Customer and/or the cost of storage of the shipment, etc.) in respect of an unclaimed shipment, the obligation to pay for the Contractor's services shall be borne by the Customer.

4.2.12. Pay the difference in the cost of the Contractor's services in case the weight of the shipment is determined incorrectly if the Recipient is indicated as the payer of the services.

4.2.13. Other obligations specified in the Agreement and the Terms.

5. SPECIAL PROVISIONS

5.1. The Sender shall pack the shipment.

5.2. The packaging of the shipment shall comply with the state standards and requirements established by the Rules for the Carriage of Goods by Road in Ukraine, approved by the Order of the Ministry of Transport of Ukraine No. 363 of October 14, 1997, as amended, and the applicable Terms of the Contractor.

5.3. Main requirements for packaging:

5.3.1. The type of packaging must correspond to the specifics of the shipment.

5.3.2. The packaging of the shipment must ensure its complete integrity during transportation, with due regard to loading and unloading operations.

5.3.3. The packaging must meet the possibility of overloading the shipment in transit, as well as consider the temperature, humidity, and weather conditions.

5.4. Unclaimed shipment:

5.4.1. To reduce the Contractor's expenses related to the provision of services (transportation, handling, storage, etc.) for unclaimed shipments, the Contractor shall be entitled to utilise such unclaimed shipments.

5.4.2. Therefore, the Sender and/or the Recipient consent to unpacking the unclaimed shipment and inspecting its contents in order to determine the method of shipment recycling.

5.4.3. To dispose of the unclaimed shipment, the Contractor, if necessary, shall be entitled to engage other business entities at its sole discretion.

6. LIABILITY OF THE PARTIES

6.1. If either Party breaches its obligations hereunder, it shall be liable for such breach pursuant to this Agreement, Annexes hereto, and the applicable laws of Ukraine.

6.2. Contractor's liability:

6.2.1. If the Contractor fails to meet the delivery time specified in the express waybill due to its fault, the Contractor shall pay the Customer a penalty of 20% of the Carriage Fee (excluding the commission and the cost of additional services of the Contractor) according to the relevant express waybill for each day of delay, but not more than the Carriage Fee (excluding the commission and the cost of additional services of the Contractor) according to the relevant express waybill. The Contractor shall not make any other payments.

6.2.2. In case of complete loss or complete damage to the shipment due to the Contractor's fault, the Contractor shall refund to the Customer an amount equal to its

declared value (but not exceeding the actual value of the shipment) and the freight charge paid by the Customer in accordance with the relevant express waybill. In case of full compensation for damage to the shipment, the Customer shall return to the Contractor the shipment for which the compensation was received.

6.2.3. In case of partial loss or partial damage to the shipment due to the Contractor's fault, the Contractor shall refund to the Customer the corresponding part of the declared value of the shipment.

6.2.4. The Contractor shall not be liable for damage to the shipment without packaging or having packaging that does not ensure its integrity or does not meet the specifications of the shipment.

6.2.5. The Contractor shall not be liable for the integrity, safety (security) of the shipment, or its shortage if the shipment is delivered to the Recipient or the Sender in an intact/undamaged package, as well as if the detected damage to the package does not coincide with the damage to the shipment.

Contractor:

NOVA POSHTA LLC

Location/postal address:

103, Stolychne Shosse, building 1, floor 9, 03026, Kyiv, Ukraine.

USREOU code 31316718

IBAN UA 533314670000026005300918092 at JSC Oschadbank

Taxpayer Identification Number (TIN) 313167116014

VAT payer certificate

No. 100148005

Website novaposhta.ua and novapost.com/uk-ua/

Annex No. 3
to the Service Agreement

1. GENERAL PROVISIONS

1.1. This Annex shall define the rights, obligations, and liabilities of the Parties, as well as the procedure and terms of international express transportation services provided by the Contractor.

1.2. This Annex shall regulate the relations between the parties exclusively in terms of the Contractor's services specified herein. The provisions of this Annex shall not apply to the services specified in other Annexes hereto.

2. DEFINITIONS OF TERMS

In this Annex, the following terms are used as defined below:

2.1. The **Contractor** is NOVA POSHTA LIMITED LIABILITY COMPANY, which provides international express delivery and a set of other services related to international express delivery.

2.2. The **Sender** is any person who transfers the shipment to the Contractor for the provision of international transportation services and is indicated in the IES as the Sender.

2.3. The **Recipient** is any person who accepts the shipment and is indicated in the IEU as the Recipient.

2.4. The **International Express Shipment (hereinafter referred to as the "IES" / "Shipment" / "Cargo")** is a properly packaged international shipment with documents or goods (except those prohibited by the legislation of the country of the Sender or the country of destination prior to crossing the customs border) that are accepted, processed, conveyed by any type of transportation under an international transport document to be delivered to the Recipient.

Hereinafter the term "IES" / "Shipment" also refers to any material values (all items) accepted by the Contractor for international transportation before delivery to the Recipient.

2.5. The **Terms of International Transportation Services** is a document that specifies the procedure and conditions for using the services provided by the Contractor. The terms of international transportation services (hereinafter referred to as the "Terms") are available on the official website of the Contractor at novaposhta.ua and novapost.com/uk-ua/.

2.6. The **Invoice** is a document provided by the seller to the buyer stating the list of goods, their quantity and price at which they are delivered to the buyer, formal features of the goods (colour, weight, etc.), delivery terms and conditions, and information about the sender and recipient.

2.7. The **International Express Waybill (hereinafter referred to as the "IEW")** is a numerical shipping document, used as a shipping certificate for each international express shipment and containing information about the Sender, the Recipient, the contents, the weight of the international express shipment, the cost of services, etc.

2.8. The **IOSS (Import One-Stop Shop)** is a special procedure for paying and reporting value-added tax on remote sales of goods with a total declared value of up to EUR 150 by sellers from outside the EU to buyers in the EU, which can be applied under the conditions determined by the legislation of the EU.

2.9. The **IOSS number** is a number required for customs clearance of the IES, specified by the Sender when sending, assuming that VAT has been paid by the buyer when making an online purchase of the goods being sent, the Sender has the right to use the IOSS number, and the IES meets all the IOSS conditions defined by the legislation of the EU.

3. SUBJECT MATTER

3.1. The Contractor undertakes to provide the Customer with international transportation services for the IES and a set of other services related to international transportation, as defined in clause 3.2. of the Annex (hereinafter referred to as the "Services"), and the Customer undertakes to accept and pay therefor on the terms and conditions set out herein.

3.2. The list of services to be rendered by the Contractor to the Customer (including, but not limited to):

3.2.1. Customs clearance of IES and cargoes (customs declaration, including execution of relevant documents).

3.2.2. Arranging payment of relevant fees and customs duties on behalf of the Customer.

3.2.3. Other services specified on the Website and/or in the Terms and Conditions.

3.3. The Contractor shall render services to the Customer on the terms and conditions hereof, Annexes hereto, and according to the Terms approved by the Contractor.

3.4. The Contractor's acceptance of the IES for the provision of services specified herein shall be formalised by the IEW.

3.5. By transferring the IES to the Contractor for the provision of services, the Customer shall confirm having read and agreed to the provisions of the Agreement, Annexes hereto, and Terms effective at the time of transfer of the IES for its transportation and shall be liable to comply therewith.

3.6. The Contractor shall be entitled to unilaterally amend the Terms by posting the amended Terms on its official website.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Contractor's obligations:

4.1.1. Inform the Customer about the accrued customs payments according to the applicable legislation at the Customer's request.

4.1.2. Provide the customs authorities with documents bearing data required for customs clearance, submitted by the Customer/Sender, if the respective service is ordered by the Customer from the Contractor.

4.1.3. Other obligations specified in the Agreement and the Terms.

4.2. Contractor's rights:

4.2.1. Receive payment for Services and refunds for customs clearance of the IES in the amounts and within the terms stipulated herein.

4.2.2. Receive from the Customer/Sender all relevant and truthful information required for the provision of services, including customs clearance of the IES.

4.2.3. Suspend or refuse to provide services and return the IES to the Sender in case the Customer fails to fulfil its obligations hereunder until they are completely fulfilled, including if the Sender or the Recipient has committed actions that have signs of an administrative or criminal offense.

4.2.4. Other rights specified in the Agreement and the Terms.

4.3. Customer's obligations:

4.3.1. Read the provisions hereof, Annexes hereto, and applicable Terms on the Website, as well as the list of goods and items prohibited for shipping as the IES, before transferring the IES to the Contractor to render the services.

4.3.2. Provide the Contractor with complete and accurate information about the IES.

4.3.3. Fill out and sign the IEW correctly, providing the Contractor with information about the IES (its contents).

4.3.4. Comply with the provisions of the Agreement, Annexes hereto, and the Terms.

4.3.5. If the IES is received in an inadequate condition (damage, shortage, etc.),

record its condition in the relevant Act with the mandatory participation of the Contractor's representative.

4.3.6. Provide the Contractor with a complete list of relevant and accurate documents necessary for the proper provision of services by the Contractor, including customs clearance of the IES, and provide the contents of the IES for inspection at the Contractor's request.

4.3.7. Other rights specified in the Agreement and the Terms.

5. LIABILITY OF THE PARTIES

5.1. If either Party breaches its obligations hereunder, it shall be liable for such breach pursuant to this Agreement, Annexes hereto, and the applicable laws of Ukraine.

5.2. The Customer/Sender shall be liable for providing inaccurate information about the shipment and documents required for customs clearance of the IES that prove to be inaccurate according to the procedure established by the applicable legislation of the country of dispatch or destination.

5.3. The IES inspection certificates, commercial certificates, expert reports, and other documents containing information on the nature and causes of damage, deterioration, loss, or shortage of the IES contents drawn up without the participation of the Contractor's authorised representative shall be invalid and shall not be relied upon when considering a claim.

Contractor:

NOVA POSHTA LLC

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