



PUBLIC AGREEMENT for the Provision of International Transportation Services for International Express Shipments

NOVA POSHTA LIMITED LIABILITY COMPANY (hereinafter referred to as the "**Contractor**"), represented by Oleksandr Mykolaiovych Bulba, Director, acting under the Articles of Association, governed by Articles 633 and 634 of the Civil Code of Ukraine, offers an unlimited number of individuals (hereinafter referred to as the "Sender"), who are endowed with sufficient rights and powers, to receive international transportation services according to the provisions of this Public Agreement (hereinafter referred to as the "**Agreement**").

1. TERMS AND DEFINITIONS

1.1. **Public Agreement** is a legal instrument that regulates the relations arising between the Contractor and the Sender for the provision of international transportation services for the IES on the terms and conditions specified by the Contractor.

1.2. **Agreement Conclusion Date** is the date of handing over the shipment by the Sender to the Contractor for the provision of services hereunder.

1.3. The **Contractor** is NOVA POSHTA LIMITED LIABILITY COMPANY, which provides international transportation services for IES and provides a set of other services related to international transportation for IES.

1.4. 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.

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

1.6. 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 transportation before delivery to the recipient of the cargo.

1.7. 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**" or "**Terms of Service**") are available on the official website of the Contractor at novaposhta.ua and novapost.com/uk-ua/.

1.8. 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.

1.9. 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.

1.10. 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.

1.11. 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.

2. GENERAL PROVISIONS

2.1. This Agreement is concluded according to the provisions of Articles 633 and 634 of the Civil Code of Ukraine.

2.2. Each Party represents and warrants to the other Party to possess the necessary legal capacity, as well as all rights and authority to conclude and fulfil the terms of the Agreement.

2.3. This Agreement shall be binding on the Contractor from the date of its publication on the official website at novaposhta.ua and novapost.com/uk-ua/ (hereinafter referred to as the "**Website**").

2.4. This Agreement shall be binding on the Sender from the date of acceptance of the Contractor's offer to conclude the Agreement.

2.5. This Agreement shall be concluded by the Sender's accession to the entire Agreement proposed by the Contractor and acceptance of all essential terms of the Agreement without signing a written copy and shall be legally binding according to the provisions of Articles 633 and 634 of the Civil Code of Ukraine. The Sender is not entitled to propose its own terms of the Agreement.

2.6. The unconditional and full acceptance of the Terms hereof by the Sender shall mean that the Sender takes actions aimed at obtaining services, namely, the transfer of the shipment to the Contractor for the provision of services pursuant to the Agreement, regardless of the presence/absence of the Sender's signature in the IEW.

2.7. By ordering the Contractor's services, the Sender agrees on its own behalf and behalf of the Recipient of the IES and any other person interested in the IES hereto and the Terms.

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

3.4. The Contractor shall render services to the Sender on the terms of the Agreement and according to the Terms of Service approved by the Contractor.

3.5. By handing over the IES to the Contractor for the provision of services hereunder, the Sender shall confirm having read and agreed to the provisions hereof, the Terms of Service in force at the time of handing over the IES for the transportation, and shall be liable to comply therewith regardless of the presence/absence of the Sender's signature in the IEW.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Contractor's obligations:

4.1.1. Arrange the acceptance of the IES for the provision of services, depending on the type of service ordered.

4.1.2. Ensure the safety of the IES from the moment of its acceptance for the provision of services until its delivery to the Recipient, assuming that the Sender complies with the provisions hereof and the Terms of Service.

4.1.3. Deliver the IES on time and within a reasonable timeframe.

4.1.4. Inform the Customer about the accrued customs payments according to the current legislation at the Customer's request.

4.1.5. Provide the customs authorities with documents bearing true data required for customs clearance, submitted by the Sender and/or the Recipient.

4.2. Contractor's rights:

4.2.1. Receive payment for Services and refunds for customs clearance of cargo in the amounts and within the terms stipulated by the Agreement.

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

4.2.3. Independently set and change rates for services rendered under the Agreement.

4.2.4. 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.

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

4.2.6. Unilaterally change the provisions hereof and the Terms of Service by posting them on the Website.

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

4.2.8. Suspend or refuse to provide services under this Agreement and return the IES to the Sender in case of failure of the Sender 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 offence.

4.2.9. Refuse to provide services if there are prohibited goods in the IES.

4.3. Sender's obligations:

4.3.1. Read the provisions hereof and applicable Terms of Service 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 services.

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

4.3.3. Pack the IES so as to ensure its safety during transportation, as well as loading and unloading operations.

4.3.4. Make timely and full payment for the Contractor's services according to the applicable rates of the Contractor.

4.3.5. Comply with the provisions of the Agreement and the Terms of Service.

4.3.6. 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.

4.3.7. Provide the Contractor with a complete list of relevant and truthful 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, otherwise, the Contractor shall have the right to apply clause 4.2.9. hereof.

4.4. Sender's rights:

- 4.4.1. Receive the services stipulated by the Agreement.
- 4.4.2. Transfer the IES to the Contractor to render services in person or through authorised persons of the Sender.
- 4.4.3. Submit claims to the Contractor regarding the services provided.

5. COST OF SERVICES AND SETTLEMENT PROCEDURE

- 5.1. The cost of the Contractor's services shall be defined according to the current rates of the Contractor available on the Website.
- 5.2. The Sender shall pay the cost of the Contractor's services and compensation for customs duties/fees when transferring 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, according to the applicable legislation.
- 5.3. The Sender shall pay the cost of services in the national currency of the country of dispatch when transferring the IES.
- 5.4. If the Sender provides the IES for the provision of services, it shall be considered as proof that the Sender agrees to the Contractor's rates.
- 5.5. Rates shall be subject to unilateral change by the Contractor by posting the amended rates on the official Website.

6. LIABILITY OF THE PARTIES

- 6.1. If either Party breaches its obligations under the Agreement, it shall be liable as defined by the Agreement and the applicable laws of Ukraine under the procedure specified herein, the Terms, and the applicable laws of Ukraine.
- 6.2. The Contractor shall not be liable for violation of the delivery time or non-delivery of the IES detained and/or seized by the customs/law enforcement authorities of the country of departure or destination on the grounds listed, but not limited to, the following:
 - The cost of the 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 cost of the goods in the IES exceeds the equivalent of duty-free export from the country of dispatch according to the applicable legislation;
 - The IES is recognised by the customs authorities as a consignment of goods / commercial consignment of goods with a total cost exceeding the equivalent of duty-free import into the territory of the country of destination according to the applicable legislation;
 - The IES is recognised by the customs authorities as a consignment of goods / commercial consignment of goods with a total cost exceeding the equivalent of duty-free export from the territory of the country of dispatch according to the applicable legislation;
 - The IES contains goods of intellectual property rights that are included in the customs register of intellectual property rights of Ukraine or a similar register of any other country of destination;
 - The IES contains goods classified as prohibited for import to the customs territory of the country of destination according to the applicable legislation;
 - Actions of customs and other government authorities caused by circumstances beyond the Contractor's scope of responsibility.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.

6.6. The 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.

7. FORCE MAJEURE CIRCUMSTANCES

7.1. According to the Agreement, the Parties shall not be liable for non-performance (improper performance) of their obligations if such non-performance (improper performance) was attributable to force majeure circumstances.

7.2. According to the Agreement, circumstances of force majeure shall include natural disasters (floods, earthquakes, snowstorms, ice, significant decrease or increase in air temperature, and other natural disasters), disasters of biological, technology-driven, and anthropogenic origin (explosions, fires, mass epidemics, epizootics, epiphytotics, etc.), circumstances of public life (war or hostilities, blockades, civil disturbances, acts of terrorism, mass strikes, etc.), actions or regulatory requirements of state authorities and other circumstances beyond the control and will of the Parties that occurred after the Agreement entered into force, directly affect the activities of the Parties, and make it impossible to fulfil their obligations hereunder.

7.3. According to the Agreement, a significant decrease or increase in air temperature shall mean an actual decrease or increase in air temperature to such a level that the shipment accepted for transportation, which is stored in the warehouse, cargo compartment of the Contractor's vehicle, or a third party's premises involved in transportation, becomes damaged, deformed, or broken, changes its properties and qualities, or causes destruction of the shipment.

7.4. The terms of performing the Parties' obligations under the Agreement shall be extended for the respective terms of force majeure circumstances. A certificate issued by the Ukrainian Chamber of Commerce and Industry or regional Chambers of Commerce and Industry shall be considered as proper proof of the occurrence and existence of force majeure circumstances.

8. VALIDITY PERIOD OF THE AGREEMENT

8.1. The terms and conditions hereof shall be publicly conveyed to all Senders by publishing them on the Website.

8.2. The Agreement shall become effective at the moment of handing over the IES to the Contractor for the provision of services hereunder, regardless of the presence/absence of the Sender's signature in the IES, and shall remain in force until the Parties have completely fulfilled their obligations hereunder.

9. DISPUTE SETTLEMENT PROCEDURE

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

9.2. 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.

9.3. 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.

10. FINAL PROVISIONS

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

10.2. The personal data holder confirms that he/she has agreed to the processing of personal data (any information relating to him/her, including, but not limited to, information about the last name, first name, patronymic, passport data, contact phone numbers, etc. (hereinafter referred to as the "Personal Data") by the Contractor for the following purposes:

- Carrying out the Contractor's financial and economic activities, offering the full range of services of the Contractor and/or other business entities that (i) operate under the Nova Poshta trademark or (ii) are legal entities that are related to the Contractor or (iii) in which the Contractor holds a significant interest (hereinafter referred to as the "Third Parties");
- Transfer of his/her personal data to public authorities and administration, in particular, customs authorities, as well as other bodies, individuals and legal entities to the extent necessary for the proper performance by the Contractor of the terms and conditions hereof.

10.3. 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 hereof, shall be governed hereby and the relevant provisions of the applicable legislation of Ukraine.

11. LOCATION AND DETAILS OF NOVA POSHTA LLC, THE CONTRACTOR

Location/postal address:

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

USREOU code 31316718

IBAN **533314670000026005300918092**

at JSC Oschadbank

Taxpayer Identification Number (TIN) 313167116014

VAT payer certificate No. 100148005

Customer support line 0-800-500-609

Official website novaposhta.ua and novapost.com/uk-ua/

Revision of .2023