

ARZINGER GENERAL TERMS AND CONDITIONS

Version effective as of 21.02.2022

Definition of terms

All definitions used in Arzinger General Terms and Conditions ("GTCs") have the same meaning as such are used in the applicable legal services agreement or other agreement concluded between Arzinger and the Client or letters of intent, Engagement letters, Proposals provided to the Client or referring to these GTCs ("Agreement").

1. Application of General Terms and Conditions

1.1. All services of Arzinger shall be provided exclusively based on these GTCs. GTCs shall be an integral part of all concluded Agreements and regarding all services offered by Arzinger. GTCs shall also apply to all future services or offers made to the Client even if such services and offers have not been agreed upon separately.

1.2. Terms and conditions of the Client or third parties that supersede and/or supplement these GTCs shall only apply if Arzinger agrees to their application expressly in writing

1.3. These GTCs shall respectively apply in their current version at the time of services provision under the relevant Agreement. Arzinger shall notify the Client timely of any amendments made to the GTCs. Amendments shall also apply to the ongoing contractual relationships unless the Client objects to these within 14 business days of notification thereof. The respective latest (current) version of GTCs is available at <https://www.arzinger.ua>.

1.4. In case of any discrepancies between the text of GTCs and the Agreement, the Agreement shall prevail.

1.5. Legally binding notifications and declarations of a Party to the other party and/or a third party shall be made in writing, unless otherwise provided in the Agreement or the GTCs. With the exception of Managing Partner, partners or authorized representatives, the employees of Arzinger shall not be entitled to reach verbal agreements that deviate from these GTCs. To ensure that written form determined in these GTCs is observed, it shall suffice to give appropriate notice via telecommunications, in particular via fax or email, to the Client's e-mail address specified in the Agreement or otherwise

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communicated to Arzinger or from which the Client normally communicates with Arzinger.

2. Conflict of Interests

2.1. Provision by Arzinger of any services (representation of third parties) to third parties on matters that are not substantially connected with the specific services provided to the Client in a particular engagement shall not be deemed to be a conflict of interest.

2.2. If the Client finds out that a conflict of interest exists, the Client shall notify Arzinger thereof no later than 15 days after the relevant circumstances are identified.

2.3. If Arzinger finds out that a conflict of interest exists, Arzinger has the right to terminate the provision of Services by giving a notice to the Client. The Client shall pay Arzinger the cost of the actually provided services.

3. Confidentiality and Personal Data Protection

3.1. The Parties shall ensure the confidentiality of all information (including banking secrecy) and documents provided from each other in verbal or written form in connection with the provision of any services. Each of the Parties shall ensure that such information and documents of another Party are kept secure and protected against unauthorized disclosure, including from theft, damage, loss or any other unauthorized access, and shall prevent the transfer or other disclosure of such information or documents by the concerned Party to any third person, except for the cases where such transfer or disclosure is specifically authorized by another Party in writing, or where such information and/or documents must be transferred or disclosed in response to a written request from the governmental authorities in accordance with the provisions of the effective legislation of Ukraine. The obligations under this Article shall not apply to information, which (i) is in the public domain at the time of the receipt thereof by the Party, or (ii) becomes publicly available without the receiving Party's fault or (iii) may not be considered classified pursuant to the effective legislation of Ukraine.

3.2. The Parties undertake to comply with the legislation of Ukraine in force on personal data protection, including the Law of Ukraine "On Personal Data Protection" No. 2297-VI dated 01.06.2010 and the General Data Protection Regulation, GDPR; Regulation (EU) 2016/679.

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3.3. In the event that Arzinger is required to process personal data in the course of services provision, the Parties acknowledge that the Client shall be the owner and Arzinger shall be the controller of personal data.

3.4. Arzinger undertakes to ensure the appropriate level of protection for personal data provided by the Client, in particular to take appropriate legal, organizational and technical measures to protect personal data from unauthorized disclosure.

3.5. Arzinger undertakes not to disclose personal data received from the Client without the latter's consent, unless such disclosure is necessary for the Contractor to provide services in favor of the Client.

3.6. The Client warrants that: (i) personal data was received properly, legally and with due purpose, (ii) the Client has the right to transfer personal data to Arzinger for the purpose of processing such data in the course of rendering services in favor of the Client.

3.7. Individuals that signs the Agreement on behalf of the Parties give their consent to the other party to the processing of their personal data (including for transferring them abroad) in order to comply with the provisions of the respective Agreement, for accounting and tax reporting purposes, as well as for distributing news, information materials and for the relevant party's participation in ratings, contests or surveys.

4. Intellectual property rights

4.1. Results of any services rendered to the Client by Arzinger are intended exclusively for purposed use by the Client, its agents, consultants, other companies of the Client's group, their agents and consultants.

4.2. The Client warrants that it will use the results of the services provided by Arzinger exclusively in its own business activity and will refrain from transferring such results to third parties, except for those persons provided for in clause 4.1 of the GTCs.

4.3. If the Client transfers the results of Arzinger's services to third parties, Arzinger shall be liable only to the Client for the results of the services provided.

4.4. Hereby Arzinger entitles the Client to use the documents prepared as a result of the provision of its services in any way for an unlimited period of time and worldwide for a fee included in the cost of Arzinger's services. Arzinger guarantees that, as a result of this right being provided no third-party intellectual property rights are violated.

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5. Force Majeure

5.1. In case circumstances, which can be regarded as force majeure, arise, Arzinger and the Client shall continue to fulfil their obligations if possible. If due to such force majeure circumstances the fulfilment by Arzinger or the Client of their respective obligations is rendered impossible, such party shall inform another party without any delay thereabout in writing or by any other available means taking into account the force majeure circumstances. In such a case the term for fulfilment of the respective obligations shall be extended for the period during which the respective force majeure circumstances persist. In the event that failure of either party to fulfil its obligations due to existence of force majeure circumstances can affect the interests of the other party, services provision may be terminated at the latter's sole discretion by means of written notice given to the other party no later than 7 (seven) business days prior to such termination.

5.2. Under the GTCs force majeure circumstances shall mean any circumstances set out in para. 2, Article 14-1 of the Law of Ukraine "On Chambers of Commerce and Industry in Ukraine".

5.3. Commencement of force majeure shall be confirmed by a certificate issued by the chamber of commerce and industry of the state on the territory of which such circumstances have occurred, in compliance with the laws in force in the relevant state.

6. Anticorruption clauses

6.1. Arzinger and the Client warrant, represent and undertake that (a) they will comply with the requirements of all applicable anti-bribery legislation, including but not limited to, the Law of Ukraine "On Prevention of Corruption", as well as the US Foreign Corrupt Practices Act and the UK Bribery Act, and (b) they have not and will not, directly or indirectly, promise, authorize, offer any payment or transfer anything of value to: (i) any individual, including a government official; (ii) legal entities, including associations, (iii) public body (including, but not limited to, any officer or employee of any of the foregoing) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business (and/or provide any financial or other advantage to) for the Client by improperly performing a function of a public nature or a business activity with the purpose or effect of crimes that under the Criminal Code of Ukraine can be qualified as illegal benefit, illegal enriching, subornation (as well as incitement thereof) or abuse of office, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business. Arzinger and the Client warrant that they did not commit the

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above-mentioned actions in the past. Arzinger and the Client shall immediately notify the other party, if at any time during the term of services provision, its circumstances awareness changes so that it would not be able to repeat the warranties set out above at the relevant time.

6.2. Arzinger and the Client shall ensure that all transactions within services provision relations are properly and accurately recorded in all material respects on their books and records and each document, upon which entries of such books and records are based, is complete and accurate in all material respects.

6.3. Arzinger or the Client may immediately terminate the relations of services provision unilaterally out of court at any time by giving prior written notice having effect as of the date indicated therein in the event of a breach by the other party of Clauses 6.1.-6.2. of the GTCs.

6.4. Arzinger and the Client shall have no claim against each other for compensation for any loss of whatever nature by virtue of the termination of services provision relations in accordance with Clause 6.3. provided (and only to the extent) that the laws of the territory provide for any such compensation to be paid to either Arzinger or the Client upon the termination of services provision relations, relevant party hereby expressly agrees (to the extent possible under the laws of the territory) to waive or to repay to the other party any such compensation or indemnity.

7. Sanctions

7.1. Arzinger and the Client acknowledge that certain organizations and countries, including the United Nations, the United States of America, the United Kingdom, the European Union, and Ukraine, have enacted legislation that imposes certain restrictions (sanctions) on certain individuals and/or legal entities that are residents of or operate in Ukraine, Russia and other countries, including certain sanctions, restrictions, export control regimes, etc. directly in respect of such countries (hereinafter referred to as "Sanctions"), and that such Sanctions may be amended or supplemented.

7.2. The parties represent and warrant to each other that they and their units (branches, etc.) as well as their directors, officials, agents, employees:

- are not currently subjected to any Sanctions imposed by the Office of Foreign Assets Control of the U.S. Department of the Treasury (hereinafter "OFAC"), the UN Security Council, the Council of Europe, the European Union, the National Security and Defense Council or other relevant bodies (hereinafter jointly referred to as "Sanctioning Authorities");
- have not violated the Sanctions and have not been the subject of investigations in connection with the application of Sanctions now or during the past 12 (twelve) months;

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- are not included in the Specially Designated Nationals and Blocked Persons List (hereinafter "SDN List") or in any other lists of persons subject to Sanctions imposed by the relevant authorities, and that they are not controlled by persons included in the above lists (hereinafter "SDNs").

7.3. The Parties' performance of their obligations under this Agreement will not be in breach of any Sanctions.

7.4. The parties have provided/undertake to provide each other on request with complete and accurate information regarding:

- their legal owners (shareholders, members, etc.);
- their ultimate beneficiary owners (individuals who actually (through third parties) control the Parties, whether directly or indirectly, in the ultimate chain of related parties);
- the personal composition of their management bodies (members of the Management Board, directors, members of the Supervisory Board, etc.);
- their servicing bank.

7.5. The Parties undertake to notify each other in writing of any changes in the information referred to above.

7.6. If Arzinger is unable to fulfill its obligations under the Agreement due to the fact that its fulfilment will (or may) be, in its opinion, in breach of any Sanctions (regardless of whether such Sanctions existed at the signing date hereof, and regardless of whether any circumstances have changed compared to those that existed at the signing date hereof), Arzinger has the right, in its sole discretion:

- 1) to suspend the implementation of the provisions hereof, which require the fulfillment of obligations by one of the Parties or both Parties and the fulfillment of which, in Arzinger's opinion, will lead to a breach of any Sanctions, as long as the continuation of these obligations violates any Sanctions or unless and until all necessary permits and licenses have been obtained, which will allow Arzinger to continue fulfilling its obligations under the Agreement in accordance with applicable laws;
- 2) to terminate the Agreement at any time without notice after Arzinger becomes aware of such Sanctions;
- 3) if the Sanctions relate only to the supply of certain goods/services – to immediately exclude such goods/services or their combination from the subject of agreements between the Parties.

7.7. The Parties assume the following obligations:

- familiarize themselves with the Sanctions and to monitor amendments to them in terms of identification of legal entities and individuals as well as countries, to which the Sanctions apply, in order to comply with the Sanctions regime;
- not to involve in the performance of this Agreement (whether as subcontractors, suppliers of goods and services or employees, etc.) any individuals or legal entities that are SDNs or are controlled directly or indirectly or through a

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controlling share in the capital or otherwise (including jointly) by, or act for on behalf of, SDN;

- not to make any payments, whether directly or indirectly, and not to provide other benefits to individuals or legal entities that are SDNs or are controlled directly or indirectly or through a controlling share in the capital or otherwise (including jointly) by, or act for on behalf of, SDN in connection with the fulfillment of obligations under this Agreement;
- not to sell, whether directly or indirectly, any goods and services to any individuals or legal entities that are SDNs or controlled directly or indirectly or through a controlling share in the capital or otherwise (including jointly) by, or act for on behalf of, SDN.

8. Counteraction to money laundering and terrorist financing

8.1. Whereas Arzinger is a specially designated primary financial monitoring entity in accordance with the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of Proceeds from Crime, Terrorist Financing and Financing of Proliferation of Weapons of Mass Destruction", therefore, it is obliged to identify and verify its clients when providing the Client with services falling under the list of transactions set out in the law.

8.1. In turn, the Client undertakes to cooperate with Arzinger in case of an information request received from the latter for the purposes of financial monitoring.

9. Publicity

9.1. Subject to the Client's written consent Arzinger shall be entitled to disclose the fact of existence of service provision relations for advertising purposes (in references etc.). It will not cause violation of the Client's secrecy

10. Dispute Resolution and Governing Law

10.1. Any dispute, controversy or claim arising out of or in connection with services provision, including those related to execution, breach, termination or invalidity of respective obligations, shall be settled by the competent Ukrainian court according to Ukrainian legislation.

10.2. Any legal relations between Arzinger and the Client on services provision or in connection herewith shall be governed by the substantive law of Ukraine.

11. Doing Business in Good Faith

11.1. By entering into the services provision relations with Arzinger the Client represents that it has not deliberately committed, is not committing and will not commit any actions that harm the interests of Ukraine, threaten the national security of the State as a whole and/or of a local self-government.

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