

ARZINGER LOBBYING SOLUTIONS

GENERAL TERMS AND CONDITIONS OF SERVICE

Version effective as of January 1, 2026

1. Definitions

All definitions in these General Terms and Conditions of Arzinger Lobbying Solutions (hereinafter – the "General Terms and Conditions") shall have the same meaning as in the relevant lobbying services agreement (hereinafter – the "Agreement"), letters of intent, commercial proposals provided to the Client, or other documents that refer to these General Terms and Conditions.

2. Application of the General Terms and Conditions

- 2.1. All services of Arzinger Lobbying Solutions are provided exclusively on the basis of these General Terms and Conditions, which shall be an integral part of the Agreement and apply to all current and future services, even if not separately agreed in writing.
- 2.2. Under the Agreement, Arzinger Lobbying Solutions may provide services that, in accordance with the Law of Ukraine "On Lobbying" (Lobbying Law), do not fall under the definition of lobbying.
- 2.3. The Client's or third parties' terms and conditions that replace or supplement these General Terms and Conditions shall apply only if Arzinger Lobbying Solutions expressly agrees thereto in writing.
- 2.4. These General Terms and Conditions shall apply in the version valid at the time of provision of services. The latest version is always available on our website. Arzinger Lobbying Solutions shall immediately notify the Client under the relevant Agreement of any changes to the General Terms and Conditions.
- 2.5. Where there is any conflict between the text of the General Terms and Conditions and the Agreement, the Agreement shall prevail.
- 2.6. All official communication and notifications shall be made in writing, including by email, to the addresses specified in the Agreement or agreed upon by the parties.

3. Disclaimers and Limitations

- 3.1. Arzinger Lobbying Solutions provides services only within the scope of the current legislation of Ukraine and does not guarantee the achievement of a specific result, including but not limited to the adoption of a decision by the lobbying target regarding the planning,

HEAD OFFICE

SENATOR BUSINESS CENTRE
32/2 Knyaziv Ostroz'kykh St.
01010, Kyiv, Ukraine
T: +38 044 390 55 33
F: +38 044 390 55 40

WEST UKRAINIAN OFFICE

6 Generala Chuprynyky str., Office 1
79013, Lviv, Ukraine
T: +38 044 390 55 33
F: +38 044 390 55 40

SOUTH UKRAINIAN OFFICE

Odesa, Ukraine
T: +38 044 390 55 33
F: +38 044 390 55 40

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development, and/or adoption (issuance), amendment, or repeal of the relevant regulatory act.

- 3.2. Arzinger Lobbying Solutions shall not be liable for the actions or omissions of government officials or other persons beyond its control.
- 3.3. Any actions that may be perceived as influencing outside of official procedures are prohibited. Arzinger Lobbying Solutions reserves the right to refuse to carry out the Client's instructions or orders that, in its opinion, may contradict these principles.
- 3.4. Any notifications, proposals, or documents sent to the authorities on behalf of the Client shall be agreed with the Client prior to their submission in electronic form.
- 3.5. The Client shall be responsible for the completeness, accuracy, reliability, and timeliness of the information necessary for the provision of services. In the event of providing inaccurate, unlawful, or incomplete information that has resulted in Arzinger Lobbying Solutions being held liable or damaging its reputation, the Client shall cover the corresponding losses.
- 3.6. All obligations of Arzinger Lobbying Solutions regarding the reporting to the Transparency Register are fulfilled in a timely manner. However, Arzinger Lobbying Solutions is not responsible for technical failures, delays, or refusals on the part of the Register administrator.
- 3.7. All legal relations arising from the Agreement shall be interpreted in accordance with the legislation of Ukraine.
- 3.8. Part four of Article 10 and parts one and two of Article 12 of the Law on Lobbying establish restrictions on the legal status of lobbyists, clients, and beneficiaries, as well as on sources of funding for lobbying activities. Such restrictions are set out in sections 3.9 and 3.10 of these General Terms and Conditions.
- 3.9. The following may not be subjects of lobbying, clients, or beneficiaries:
 - 1) persons authorized to perform functions of the state or local self-government during their tenure in the relevant position and for one year after their dismissal;
 - 2) individuals who have an outstanding or unexpunged criminal conviction, or who have been subject to administrative penalties for corruption-related offenses, or who are prohibited from lobbying activities;
 - 3) individuals who have been declared legally incompetent or whose legal capacity is limited by a court decision as well as those who have not attained full legal capacity;
 - 4) citizens or residents of a state that is committing armed aggression against Ukraine;
 - 5) state authorities, other state agencies, local self-governments, legal entities under public law;

HEAD OFFICE

SENATOR BUSINESS CENTRE
32/2 Knyaziv Ostroz'kykh St.
01010, Kyiv, Ukraine
T: +38 044 390 55 33
F: +38 044 390 55 40

WEST UKRAINIAN OFFICE

6 Generala Chuprynyky str., Office 1
79013, Lviv, Ukraine
T: +38 044 390 55 33
F: +38 044 390 55 40

SOUTH UKRAINIAN OFFICE

Odesa, Ukraine
T: +38 044 390 55 33
F: +38 044 390 55 40



- 6) individuals or legal entities included in the list of persons associated with terrorist activities or subject to international sanctions or special economic and other restrictive measures (sanctions);
 - 7) legal entities that have:
 - their seat or place of registration in a state that is engaged in armed aggression against Ukraine, or in a state (jurisdiction) included in the list of those that do not comply with or improperly comply with the recommendations of international organizations in the field of combating money laundering or terrorist financing;
 - the ultimate beneficial owner is a resident of an aggressor state or high-risk jurisdiction;
 - participants (founders, shareholders) who are residents of an aggressor state or high-risk jurisdiction and have a significant interest in the relevant legal entity;
 - participants (founders, shareholders) or beneficial owners included in the lists of persons associated with terrorist activities or subject to sanctions, if such persons have acquired a significant interest;
 - branches, representative offices, or other separate subdivisions in a state that is carrying out armed aggression against Ukraine;
 - 8) legal entities whose ultimate beneficial owner or participant (founder, shareholder) is one of the persons mentioned above, if such persons have acquired a significant interest;
 - 9) entities responsible for ensuring law-making activities, as defined by the Law of Ukraine "On Law-Making Activities";
 - 10) legal entities against subject to criminal law measures applied by a court order within the last five years;
 - 11) media;
 - 12) political parties and local organizations of political parties;
 - 13) religious organizations;
 - 14) candidates for elected office in the elections of the President of Ukraine, People's Deputies of Ukraine, and local elections.
- 3.10. The source of payment for Arzinger Lobbying Solutions' services cannot be funds and other means received from persons specified in subparagraphs 1, 4-9, 11, 12, and 14 of clause 3.9 of these General Terms and Conditions, a foreign state recognized by law as an occupying state and/or aggressor state with respect to Ukraine, legal entities and other organizations that are fully funded by such a state, registered or located in such a state, as well as funds from the state and local budgets.

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T: +38 044 390 55 33
F: +38 044 390 55 40

WEST UKRAINIAN OFFICE

6 Generala Chuprynyky str., Office 1
79013, Lviv, Ukraine
T: +38 044 390 55 33
F: +38 044 390 55 40

SOUTH UKRAINIAN OFFICE

Odesa, Ukraine
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F: +38 044 390 55 40

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4. Conflict of Interest

- 4.1. Arzinger Lobbying Solutions provides services to various Clients in different areas of lobbying. Providing services to other Clients is not, in itself, considered a conflict of interest, unless such provision creates a direct and obvious conflict between the Client/Beneficiary's interests and another person's interests on the same subject of lobbying.
- 4.2. If the Client, Beneficiary, or Arzinger Lobbying Solutions becomes aware of a potential or actual conflict of interest, they are required to immediately (but no later than within 3 business days) notify the other Party in writing and cooperate in resolving it.
- 4.3. If Arzinger Lobbying Solutions identifies a conflict of interest, Arzinger Lobbying Solutions may propose:
- 1) separating teams or introducing "Chinese walls";
 - 2) obtaining written permission from the Client (waiver);
 - 3) or, if the conflict cannot be resolved, terminating or suspending the provision of services.
- 4.4. If it is impossible to resolve the conflict of interest, Arzinger Lobbying Solutions has the right to immediately terminate the provision of services to the Client and/or Beneficiary without any compensation, except for the payment for services actually provided until the time of termination.
- 4.5. The rules in this section also apply to the Client's affiliates, contractors, and other advisors.

5. Confidentiality and Personal Data Protection

- 5.1. Information obtained by Arzinger Lobbying Solutions in the course of performance under the Agreement shall be used solely for the services provided and may not be disclosed to third parties without the Client's written consent (except as provided by law).
- 5.2. Arzinger Lobbying Solutions and the Client (as well as the Beneficiaries on whose behalf the Client acts) undertake to maintain the confidentiality of all information and documents received in connection with the provision of services and not to disclose them without the written consent of the other party, except in cases expressly provided for by law or the Agreement.
- 5.3. Confidentiality obligations do not apply to information that was publicly known at the time of receipt, became publicly known without violating the Agreement, or is subject to mandatory disclosure under law or court order.
- 5.4. Arzinger Lobbying Solutions complies with the requirements of the Law of Ukraine "On Personal Data Protection" and the General Data Protection Regulation (EU) 2016/679.

HEAD OFFICE

SENATOR BUSINESS CENTRE
32/2 Knyaziv Ostroz'kykh St.
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T: +38 044 390 55 33
F: +38 044 390 55 40

WEST UKRAINIAN OFFICE

6 Generala Chuprynky str., Office 1
79013, Lviv, Ukraine
T: +38 044 390 55 33
F: +38 044 390 55 40

SOUTH UKRAINIAN OFFICE

Odesa, Ukraine
T: +38 044 390 55 33
F: +38 044 390 55 40

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Within the scope of providing services, the Client is the owner of personal data, and Arzinger Lobbying Solutions is the controller of such data.

- 5.5. Arzinger Lobbying Solutions shall take legal, organizational, and technical measures to protect personal data from unauthorized access or disclosure and shall not transfer personal data to third parties without the consent of the Client/Beneficiary, except when necessary for the performance of the Agreement or as expressly provided for by law.
- 5.6. The Client warrants that it has the right to transfer to Arzinger Lobbying Solutions the personal data of Beneficiaries, officials, and other persons involved in the cooperation, and that such data has been obtained legally in compliance with all necessary procedures.
- 5.7. The parties signing the Agreement consent to the processing of their personal data to the extent necessary for the performance of the Agreement, accounting and tax record keeping, and communication with Arzinger Lobbying Solutions.
- 5.8. Individuals who sign the agreement on behalf of the Parties give the other Party their unambiguous consent to the processing of their personal data (including cross-border transfer) for the purpose of fulfilling the terms of the relevant Agreement, accounting and tax accounting, as well as the distribution of news, information materials, and participation of the relevant party in ratings, competitions, and surveys.
- 5.9. Information that, in accordance with the Law on Lobbying, is not considered confidential and is subject to transfer to the Transparency Register includes identification details of the Client, Beneficiary (if lobbying is carried out in the commercial interests of the Beneficiary), in particular:
 - 1) for a foreign state: name;
 - 2) for an individual:
 - surname, first name, patronymic (if any);
 - date, month, and year of birth;
 - address of declared and/or registered place of residence (stay).
 - 3) for a legal entity:
 - name;
 - organizational and legal form;
 - identification code according to the Unified State Register of Enterprises and Organizations of Ukraine;
 - seat;
 - telephone number or other technical means of electronic communication, e-mail;

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6 Generala Chuprynyky str., Office 1
79013, Lviv, Ukraine
T: +38 044 390 55 33
F: +38 044 390 55 40

SOUTH UKRAINIAN OFFICE

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T: +38 044 390 55 33
F: +38 044 390 55 40

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- website;
 - surname, first name, patronymic (if any) of the manager.
- 4) for a group of persons: the information specified in subparagraphs "1-3" of this paragraph;
 - 5) subject of lobbying, object of lobbying in terms of lobbying areas;
 - 6) date of execution, term of validity, and price of the Agreement;
 - 7) the amount of funds received by the Contractor from the Client under the Agreement during the reporting period;
 - 8) meetings and communication with lobbying targets who hold responsible or particularly responsible positions within the meaning of the Law of Ukraine "On Prevention of Corruption," during which lobbying took place;
 - 9) the amount of contributions made by the lobbying entity to support political parties, contributions to election funds (indicating the names of parties/their local organisations, the amount, type of each contribution and the date of making).

6. Intellectual Property Rights

- 6.1. The deliverables prepared by Arzinger Lobbying Solutions under the Agreement with the Client are intended for use by the Client and/or Beneficiary in accordance with the purposes of such Agreement.
- 6.2. Intellectual property rights to methodologies, approaches, templates and other materials created by Arzinger Lobbying Solutions prior to or outside the scope of a specific Agreement shall remain with Arzinger Lobbying Solutions.
- 6.3. The Client has the right to use the prepared materials exclusively for their own needs and for the purposes of the Agreement.
- 6.4. The transfer of such materials to third parties or their use outside the scope of the Agreement is permitted only with the written consent of Arzinger Lobbying Solutions or if expressly provided for by law.
- 6.5. If the Client acts on behalf of another Beneficiary, the Client shall guarantee that it has the appropriate authority to receive services and transfer prepared materials to that Beneficiary. In this case, the right to use the deliverables is granted to both the Client and the relevant Beneficiary. The Client is responsible for ensuring that the Beneficiary complies with these General Terms and Conditions, in particular the requirements regarding confidentiality and intellectual property.

7. Force Majeure

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SENATOR BUSINESS CENTRE
32/2 Knyaziv Ostroz'kykh St.
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T: +38 044 390 55 33
F: +38 044 390 55 40

WEST UKRAINIAN OFFICE

6 Generala Chupryny str., Office 1
79013, Lviv, Ukraine
T: +38 044 390 55 33
F: +38 044 390 55 40

SOUTH UKRAINIAN OFFICE

Odesa, Ukraine
T: +38 044 390 55 33
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- 7.1. Arzinger Lobbying Solutions and the Client shall not be liable for failure to perform or improper performance of their obligations if it is due to force majeure (force majeure circumstances) that arose beyond their control and could not have been foreseen or prevented.
- 7.2. Force majeure circumstances shall include events defined by Ukrainian law, in particular war, military actions, blockades, strikes, fires, natural disasters, acts of state authorities, export or import restrictions, epidemics, cyber-attacks, power outages, and other events of a similar nature. Circumstances that existed at the time of conclusion of the Agreement or which could have been foreseen by a Party cannot be considered force majeure.
- 7.3. A Party that is unable to perform its obligations due to force majeure shall immediately notify the other Party of such circumstances and, if possible, provide supporting documents (in particular, a certificate from the Chamber of Commerce and Industry or other competent authority).
- 7.4. The term for fulfilling obligations that have been rendered impossible due to force majeure shall be extended for the duration of such circumstances. If the force majeure persists for more than 30 days, each Party shall have the right to terminate the Agreement by giving written notice to the other Party. If the failure of one Party to fulfil its obligations due to force majeure circumstances may harm the interests of the other Party, the latter may terminate the provision of services by notifying the other Party in writing no later than 7 business days prior to such termination.

8. Anti-Corruption and Compliance

- 8.1. Arzinger Lobbying Solutions and the Client, as well as the Beneficiaries in whose interests the Client acts, undertake to comply with all applicable anti-corruption laws of Ukraine and international standards, in particular the Law of Ukraine on Prevention of Corruption, the Law of Ukraine on Lobbying, as well as the requirements of anti-corruption laws of other jurisdictions, if applicable to the Parties.
- 8.2. It is prohibited to promise, agree, offer, or provide any unlawful benefits, gifts, rewards, or other valuables to civil servants, political parties, officials of public authorities, associations, or any other persons for the purpose of obtaining or retaining unlawful benefits.
- 8.3. All contacts with lobbying targets shall be conducted transparently and exclusively by lawful means. Arzinger Lobbying Solutions and the Client do not engage in hidden financing and comply with the rules on gifts, invitations, and entertainment expenses within the limits permitted by law.
- 8.4. If either Party becomes aware of a violation of anti-corruption legislation, it undertakes to immediately notify the other Party and, if necessary, the relevant authorities.

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- 8.5. Each Party shall ensure that all financial transactions carried out by it under lobbying service agreements are fully and accurately reflected in the accounting records and accompanied by appropriate primary documents.
- 8.6. In the event of a breach by the Client or Beneficiary of the requirements of this section, Arzinger Lobbying Solutions shall have the right to immediately terminate the provision of services without compensation for any expenses or losses and without recourse to the courts, by notifying the Client in writing.
- 8.7. The Parties agree that termination of cooperation due to violation of anti-corruption provisions does not give rise to any right to compensation or reimbursement, except for payment for the services actually provided by the Contractor to the Client and/or its Beneficiaries prior to termination.

9. Sanctions and Anti-Money Laundering

- 9.1. The requirements of this section apply to the Client, its Beneficiaries, ultimate owners, officers, agents, consultants, as well as any persons who pay for or finance the services or are involved in their performance.
- 9.2. Arzinger Lobbying Solutions provides services only to clients and beneficiaries who are not on sanctions lists or controlled by such persons. The company complies with the requirements of the sanctions regimes of Ukraine, the EU, the US, the UK, and other applicable jurisdictions.
- 9.3. The Parties confirm that they, their subdivisions, directors, officers, agents and employees:
 - 1) are not subject to special economic and other restrictive measures (sanctions), are not included in any lists of persons subject to sanctions, and are not controlled by persons included in the above lists (hereinafter referred to as "subject to sanctions");
 - 2) have not violated sanctions or been subject to investigations in connection with them during the last 12 months;
 - 3) do not exercise control or act on behalf of persons subject to sanctions.
- 9.4. Prior to and during cooperation, Arzinger Lobbying Solutions may conduct a check (KYC) of the Client, its Beneficiaries and sources of funding in order to comply with legislation on the prevention and counteraction of legalisation (laundering) of proceeds, financing of terrorism and proliferation of weapons of mass destruction.
- 9.5. The Client and its Beneficiaries are obliged to immediately, but no later than within three business days, notify Arzinger Lobbying Solutions in writing of any changes in ownership, control, sanctions status, sources of funding or bank details.

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SENATOR BUSINESS CENTRE
32/2 Knyaziv Ostroz'kykh St.
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F: +38 044 390 55 40

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79013, Lviv, Ukraine
T: +38 044 390 55 33
F: +38 044 390 55 40

SOUTH UKRAINIAN OFFICE

Odesa, Ukraine
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F: +38 044 390 55 40

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- 9.6. The Parties undertake not to engage any individuals or legal entities that are subject to sanctions or controlled by such persons for the performance under the Agreement; not to make payments or other benefits in favour of entities subject to sanctions; not to sell or provide services to entities subject to sanctions.
- 9.7. If the Client or its Beneficiaries fail to provide the requested information, or if a sanction risk or violation of the provisions of this section is identified, Arzinger Lobbying Solutions shall have the right to immediately suspend or terminate the provision of services without compensation for any expenses or losses, except for payment for the services actually provided.

10. Publicity

- 10.1. Arzinger Lobbying Solutions has the right, subject to the Client's written consent, to publicly disclose the fact of services provided by it as advertising information (in references, etc.). This does not violate the attorney-client privilege.

11. Dispute Resolution and Governing Law

- 11.1. All disputes, controversies and claims arising in the course of providing services or in connection with them, including those relating to the performance, breach, termination or invalidity of the relevant obligations, shall be resolved in a competent court in accordance with the laws of Ukraine.
- 11.2. The law governing the legal relationship between Arzinger Lobbying Solutions and the Client with regard to the provision of services and in connection therewith is the substantive law of Ukraine.

12. Fair Dealing and Ethical Behaviour

- 12.1. The Client as well as the Beneficiaries on whose behalf it acts confirm that, when ordering and receiving lobbying services, they
- 1) act in good faith, in a manner that does not contradict Ukrainian legislation and international obligations;
 - 2) did not and will not commit any acts that harm the sovereignty or national security of Ukraine or violate human rights;
 - 3) will not require Arzinger Lobbying Solutions to take any actions prohibited by the Law on Lobbying, anti-corruption and sanctions legislation;
 - 4) will ensure the provision of accurate information about themselves and their sources of funding.

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T: +38 044 390 55 33
F: +38 044 390 55 40

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F: +38 044 390 55 40



12.2. In case of violation of the provisions of this section, Arzinger Lobbying Solutions shall have the right to refuse cooperation or terminate the provision of services without any compensation or reimbursement to the Client.



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