

## *Adhesion contract*

*This Adhesion Contract (Public Offer) on granting access to the online service (supply of software products) sets out the terms and conditions subject to which UKLON LTD grants you access to Uklon Driver technological platform (online service), allowing you to provide Transportation Services to users by accepting the orders placed on Uklon Driver technological platform (Online service). This Adhesion Contract (together with the documents that may be referred to herein) sets out the terms of use that apply to the use of Uklon Driver technological platform (Online service) and provision of the Transportation Services by you as Uklon Partner. By using Uklon Driver technological platform (Online service), you confirm that you have accepted this Adhesion Contract that applies, inter alia, to all services provided to you via Uklon Driver technological platform (Online service), and that you agree to abide by the applicable terms and conditions. Please read this Adhesion Contract carefully before using Uklon Driver technological platform (Online service) and/or providing Transportation Services by using it. If you do not agree to this Adhesion Contract, you shall not use Uklon Driver technological platform (Online service) or provide Transportation Services by using it.*

## ADHESION CONTRACT (PUBLIC OFFER)

### ON PROVIDING ACCESS TO THE ONLINE SERVICE (SUPPLY OF SOFTWARE PRODUCTS)

#### 1. TERMS AND DEFINITIONS

**Uklon** – UKLON LTD [UKLON LTD], a company established under the laws of the Republic of Cyprus, with registration number HE 357185, which is located at str. 12 Dimostheni Severi, office 601, 1080, Nicosia, Cyprus, and which provides a public offer (hereinafter referred to as the "Offer") to the unlimited range of natural persons, private entrepreneurs and legal entities to enter into the Adhesion Contract (the Public Offer) on the provision of access to the online service (supply of software products), hereinafter referred to as "Agreement" in the manner specified in the Agreement.

**"Uklon Driver" Online service (Online Service or Technology Platform)** means a technological platform realized as an interconnected set of computer programs and electronic data in the form of numbers, letters, symbols, images, and their combinations (including graphic information, video information, etc.), designed for automated monitoring, collection, processing, distribution, storage, presentation of data about the Orders placed on it by the Users, automatic calculation of the Order cost, with the consideration of supply and demand ratio, weather conditions, route, and the density of traffic, automatically working out routes and facilitating data exchange for communication with the User, and enables Uklon Partner to accept or reject the relevant Orders as Uklon Partner may deem fit, publishing its location data, providing estimates to the Users and interacting with them, using the routes computed by the program in a real-time mode within the scope of of the Online Service setup. The Online Service is the result of computer programming related to software products.

**Uklon Partner** is an individual or legal entity who uses the Website and/or Mobile Application for getting access to the Online Service, for the purpose of its use within the entire territory of Ukraine, excluding the Temporarily Occupied Territories. Uklon Partner bears all risks associated with access to the Online Service and its use by any unauthorized third party.

**User** is any individual who has reached the age of 18 (eighteen) or a legal entity that placed an Order using "Uklon" Mobile Application or the website: [uklon.com.ua](http://uklon.com.ua).

**Order** means an order for the provision of a passenger transportation service by road placed by the User, in particular an order for the provision of a passenger transportation service by road in one direction placed by two Users (shared trip), User's vehicle driving service (the driver service), delivery services and other services structured according to the required details.

**Website** means a web page on the Internet at uklon.com.ua. The Website is the result of computer programming related to software products.

**Mobile Application** means a copy of a computer program in the form of a mobile application for iOS, Android mobile devices titled "Uklon Driver" provided by Uklon to the Uklon Partner for temporary use (during the term of this Agreement) for the functional purpose of end users as a tool for obtaining access to the Online Service.

**Internal balance** means a section of the account (personal account) that reflects the amount of money that was paid by Uklon Partner or by the third parties on behalf and in the interests of the Uklon Partner to Uklon as an advance payment for access to the Online Service or for other services provided by Uklon to Uklon Partner in accordance with the terms of this Agreement.

**Transportation services** mean the services for transportation of passengers by road transport, services for driving the User's vehicle ("driver" service), delivery services, other services.

**Temporarily occupied territories** means territories where hostilities are taking place or territories temporarily occupied by the Russian Federation, set out in the Legislation.

**Legislation** means all laws, regulations, directives, by-laws, administrative orders, common law and civil codes of any jurisdiction, all judgments, notices, instructions and court decisions, arbitral tribunals or authorized bodies and all codes of practice which have the force of law, interpretations and recommendations that apply to the parties concerned.

**Acceptance** means full and unconditional acceptance of the terms of the Offer by Uklon Partner. By executing the Acceptance, Uklon Partner confirms his familiarization and full, unconditional and final consent with all the terms of the Contract, as well as his will to join this Adhesion Contract.

**Maximum fee** is the reward that Uklon Partner pays to Uklon as a fee for obtaining access to the Online Service. The rate of the Maximum fee and the procedure for its payment are defined in Section 8 of the Agreement. Among using the term the Maximum fee, Uklon may use the term "commission" in its own external and internal communications in line with the established practice (business custom) of using this term among online services similar to the Online Service. At the same time, the very use of the term "commission" to denote the Maximum Reward does not give rise to relations arising from the commission agreement and does not create rights and/or obligations for Uklon and Uklon Partners in connection with commission/agency relations.

## 2. GENERAL PROVISIONS

2.1 . Uklon hereby makes the Offer to join this Adhesion Contract and undertakes to provide the Uklon Partners that accept the Offer (Acceptance) with access to the Online Service (to supply software products) (the "Access Service") subject to the terms and conditions set out in the Adhesion Contract within the entire territory of Ukraine. In addition, Uklon will not be providing Uklon Partners with access to the Online in the Temporarily Occupied Territories.

2.2 . Uklon Partner accepts the Offer by performing actions that demonstrate the full and unconditional consent of Uklon Partner to receive the Access Service on the terms set out in this Offer. Such actions of Uklon Partner shall be the registration of Uklon Partner in the Online Service.

2.3 The moment of the Offer of Acceptance, specified in Clause 2.2. above, shall deem the moment when the Adhesion Contract is made by the Parties. The Adhesion Contract made by accepting the Offer shall be legally valid and binding and shall have the same status as if the Adhesion Contract is signed by the parties.

2.4 To gain access to the Online Service, Uklon Partner shall register on the Website or in the Mobile Application by creating a unique account (personal account) that provides access to the Online Service.

2.5 Uklon Partner may be registered as a legal entity or an individual, or as an individual entrepreneur, or as a self-employed person. Upon successful completion of registration, Uklon provides Uklon Partner with a personal account that can be accessed using a username and password.

2.6 Within registration procedure Uklon Partner shall provide reliable information about himself/herself by filling in the registration form. If Uklon Partner provides inaccurate information when registering or subsequently using access to the Online Service, Uklon shall have the right to suspend or cancel the personal account (registration) of such Uklon Partner without prior notice or consent of Uklon Partner.

2.7 If the actions of Uklon Partner may lead to violation of the Legislation, human rights, and the possibility of claims against Uklon, or if the actions of Uklon Partner may expose Uklon to liability for such actions, Uklon shall have the right to immediately block the actions of Uklon Partner, as well as to suspend or cancel the personal account of Uklon Partner without prior notice or consent from Uklon Partner.

2.8 When registering in the Online Service Uklon Partner must enter a unique password. Uklon Partner shall be solely responsible for the security of the password entered by Uklon Partner and the protection of their personal account.

2.9 In the case any third-party gains access to the personal account of Uklon Partner, Uklon Partner shall immediately notify Uklon to enable it to take appropriate measures, provided that the Uklon Partner can confirm the ownership of the personal account.

2.10 Uklon Partner shall be solely responsible for ensuring the safe storage of information about their passwords, including but not limited to registration codes and other confidential information. Uklon shall not be liable for the consequences resulting from the loss of personal confidential information (login, password, registration code) by Uklon Partner. This provision applies both to the voluntary transfer of personal confidential information by Uklon Partner to any third parties and to the loss of personal confidential information by Uklon Partner against his/her will.

2.11 Registration of an account by Uklon Partner being a legal entity or an individual entrepreneur (hereinafter – “transportation company”). Following the execution of a separate agreement, the transportation company can independently register personal accounts for its employees and/or service providers. In this case, the transportation company shall ensure that its employees and/or service providers comply with the terms and conditions of this Adhesion Contract and any other terms published by Uklon on the Website and agree to act in compliance with applicable terms and conditions. The transportation company and its employees and/or service providers shall be jointly and severally liable for any violation committed by such employee and/or service provider.

2.12 Uklon has the right, without notice to Uklon Partner, to delete the account (personal account) of Uklon Partner in the Online Service, if Uklon Partner does not use the account for 24 (twenty-four) consecutive months.

### 3. MATTER OF THE ADHESION CONTRACT

3.1 Subject to the terms and conditions of this Adhesion Contract Uklon shall grant the Uklon Partner access to the Online Service provided via the Internet on the Website and/or via the Mobile Application for a fee set out in this Adhesion Contract.

3.2 Access to the Online Service is provided to Uklon Partner exclusively for interaction with Users for the purpose of processing and fulfilling Orders and automatically building optimal routes within the scope of the available functionality of the Online Service. At the same time, Uklon Partner is granted a non-exclusive license to use the Online Service and the intellectual property rights included in it, namely: their reproduction, in whole or in part, on their own computer and/or mobile device, in one copy on each device, public performance and public display.

3.3 Uklon does not in any way provide Transportation Services and does not sell (distribute) any goods, works, services sold (realized, provided) by Uklon Partners. The legal relationships between Uklon Partner and the User arise, change and terminate exclusively between Uklon Partner and User. Uklon is not a party to the relationships between Uklon Partner and the User regarding the provision of the Service. Payment of the cost of transportation Services or other payments made by Users and their payments in favor of Uklon Partners are made through the payment systems engaged by Uklon.

#### 4. REPRESENTATIONS AND WARRANTIES OF UKLON PARTNER

4.1 By clicking the "Register" button located at the end of the registration application, you (Uklon Partner) declare and guarantee to us (Uklon) that:

You have decided to enter into this Adhesion Contract on the use of the Uklon Online Service to provide the Transportation Services with us and to provide us with your information and documents voluntarily, and you have not been enticed or coerced to enter into the agreement by any third parties, including us and our related parties.

You have the authority to enter into this Adhesion Contract on the use of the Uklon Online Service to provide the Transportation Services with us in accordance with the Law, your capacity to acquire rights and obligations, including by entering into the aforesaid Adhesion Contract with us, is not limited, and you do not need any licenses, consents, permission, and/or approval of any third parties to enter into such Adhesion Contract

You have carefully studied, fully understand, and agree to abide by the terms and conditions of this Adhesion Contract, including all of your obligations set out in this Adhesion Contract;

All information and documents you have provided to us are accurate, correct, complete, and up-to-date;

You will ensure the correctness of the data in your personal account in the Online Service and will regularly update the information;

You will not allow others to use your personal account; you will not transfer or assign your personal account to any other person, or use the personal accounts of other persons;

You will not use the Online Service for unauthorized or illegal purposes and will not impede the proper operation of Uklon; you will not abuse or manipulate the Online Service (including, but not limited to, by decompiling the Uklon Driver Application or manipulating your GPS location);

You will use the Uklon Online Service in good faith and will not be involved in fraud, including, but not limited to, receiving any bonuses for providing false information to us;

You have control over the manner in which you perform your obligations to the Users and are responsible for all consequences that may arise in connection with performance of these obligations;

At all times, you will fully comply with all laws and regulations of the jurisdiction in which you provide the Transportation Services, including, but not limited to, the laws governing passenger services and the protection of personal data.

If you breach any of the above warranties, Uklon shall have the right to recover a contractual penalty of up to UAH 1,000.00 for each breach and/or block your right to use Uklon Online Service.

#### 5. UKLON'S REPRESENTATIONS AND WARRANTIES

5.1 We (Uklon) for our part declare and guarantee to you (Uklon Partner) that Uklon: is a company properly established, organized, and registered in accordance with the laws of its jurisdiction, has full legal capacity, and has all corporate powers that may be necessary or required to enter into and perform this Adhesion Contract;

is the sole owner of, and holds all rights, titles and interests in its platform and technology, including but not limited to all intellectual property rights;

will ensure equal opportunities and not discriminate against you and the Users based on race, color, religion, sex, national origin, sexual orientation, age, or any other similar characteristic;

complies with all the requirements for handling your geolocation data in accordance with the applicable Legislation;

has sufficient financial, material, and technological resources, as well as qualified personnel to ensure the performance of all its contractual obligations to you;

all our employees, agents and/or contractors who may be in contact with or interacting with you have been properly trained and meet all the requirements necessary to perform our contractual obligations to you;

has sufficient system and procedural capacities in place to support you, including but not limited to technical support;

takes all necessary measures to ensure security against cyber threats, in particular by regularly updating and testing its systems.

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1 Provided that Uklon Partner complies with the terms and conditions of this Adhesion Contract, Uklon hereby grants Uklon Partner a non-exclusive license to use the Online Service. This license shall not grant Uklon Partner the right to sublicense or assign any of their rights to any third party and/or otherwise dispose of the intellectual property rights owned by Uklon.

6.2. When using the Online Service, Uklon Partner may not:

decompile, reprogram, or otherwise attempt to obtain the source code of the Online Service or other Uklon software;

modify the Online Service in any way or manner, or use modified versions of the Online Service;

transfer files containing viruses, corrupted files, or any other similar programs that may damage or adversely affect the operation of the Online Service;

attempt to gain unauthorized access to the Online Service or any other services provided by Uklon.

6.3 The license granted under this Adhesion Contract shall be terminated automatically and simultaneously with the termination of the Adhesion Contract Upon termination of this Adhesion Contract Uklon Partner shall stop using the Online Service immediately, and Uklon may block and delete Uklon Partner's personal account without prior notice.

6.4. Uklon may provide Uklon Partner with Uklon-branded tags, labels, stickers, or other marks, or otherwise indicate that the Uklon Partner uses the Online Service. Uklon hereby grants Uklon Partner a non-exclusive, non-transferable, non-sublicensed, limited, unconditional and revocable license to use such marks, and the Uklon Partner may not sublicense such marks and shall use them only to indicate that the Uklon Partner uses the Online Service in its activities. In the event this Adhesion Contract is terminated for any reason, the Uklon Partner shall promptly remove any features relating to Uklon brand.

6.5. Uklon is the sole owner of all intellectual property rights in trademarks, software products, and any other intellectual property, including source code, databases, logos, and designs, that are protected by copyright laws, laws on trademarks and/or trade secrets, as well as provisions of international treaties. By using the

Online Service or any other services provided by Uklon, the Uklon Partner does not acquire any rights of ownership to any intellectual property.

## 7. RIGHTS AND OBLIGATIONS OF THE PARTIES

### 7.1 Uklon Partner shall:

not transfer either the right or the ability to access the Online Service to the third parties;

pay the fee for access to the Online Service in full and in a timely manner;

provide Uklon with the information that may be necessary in connection with the performance of this Adhesion Contract;

not impersonate an employee, representative, or agent of Uklon;

comply with the Standard Cooperation Requirements posted on the Website under [the Conduct and Communication Requirements](#) and [Auto Requirements links](#).

### 7.2 Uklon Partner shall have the right to:

access and use the Online Service in accordance with the terms and conditions of this Adhesion Contract

receive clarifications from Uklon that may be necessary in connection with the performance of its obligations under this Adhesion Contract.

withdraw his/her consent to insurance at any time by sending a corresponding message to the email of Uklon: [support@uklon.eu](mailto:support@uklon.eu);

use the "SOS" button in case of emergency situations.

### 7.3 Uklon shall:

ensure that Uklon Partner can access the Online Service from an electronic device (mobile phone, tablet, or computer) of Uklon Partner and register a personal account on the Website.

### 7.4. Uklon shall have the right to:

verify that Uklon Partner complies with the terms and conditions of this Adhesion Contract;

demand that Uklon Partner remedies any violations in the case Uklon Partner fails to comply or perform properly within the terms and conditions of this Adhesion Contract;

refuse to enter into this Adhesion Contract with the Uklon Partner or terminate it unilaterally without notice in the case Uklon Partner fails to comply with or violates the Standard Cooperation Requirements posted on the Website;

terminate this Adhesion Contract unilaterally or temporarily suspend access to Online Service without notice in case Uklon Partner commits fraud and/or other actions that violate the Legislation;

obtain and maintain insurance covering the life and health of the Uklon Partner during the performance of the Order. Uklon obtains and maintains such insurance at its own cost and expense, and Uklon Partner shall not be responsible for paying any insurance premiums. Uklon Partner hereby consents that Uklon may choose the insurance company and the insurance terms and conditions at its sole discretion. Uklon Partner may withdraw his/her consent to the insurance at any time by sending a notice to Uklon's e-mail address at: [support@uklon.eu](mailto:support@uklon.eu).

## 8. AMOUNT OF PAYMENT AND PROCEDURE OF CALCULATIONS

8.1 The Uklon Partner pays Uklon a fee for providing access to the Online Service. The maximum amount of the fee is (hereinafter - the Maximum fee):

8.1.1. 21% of the cost of the Transportation Services specified in the Order for the city of Kyiv;

- 8.1.2. 20% of the cost of the Transportation Services specified in the Order for the city of Lviv;
- 8.1.3. 18% of the cost of the Transportation Services specified in the Order for the cities of Dnipro, Odesa and Chernihiv;
- 8.1.4. 17% of the cost of the Transportation Services specified in the Order for the cities of Vinnytsia, Kryvyi Rih, Zaporizhzhia and Ivano-Frankivsk;
- 8.1.5. 15% of the cost of the Transportation Services specified in the Order for the cities of Poltava and Kharkiv;
- 8.1.6. 14% of the cost of the Transportation Services specified in the Order for the cities of Bila Tserkva, Zhytomyr, Sumy and Cherkasy;
- 8.1.7. 13% of the cost of the Transportation Services specified in the Order for the city of Rivne;
- 8.1.8. 12% of the cost of the Transportation Services specified in the Order for the cities of Kamianske, Kremenchuk, Lutsk, Ternopil, Mykolaiv and Khmelnytskyi;
- 8.1.9. 10% of the cost of the Transportation Services specified in the Order for the cities of Uzhhorod, Chernivtsi, Kamianets-Podilskyi and Kropyvnytskyi;
- 8.1.10. 0% of the cost of the Transportation Services specified in the Order for the city of Kherson.

8.2 Payment for access to the Online Service is made by the Uklon Partner through a non-cash payment to the Uklon bank account. In addition to the cases expressly provided for in this Adhesion Contract, funds received by Uklon, as a commercial agent of the Uklon Partner, from Users may be credited as payment to the Uklon Partner for providing access to the Online Service. Uklon Partner is notified of each such enrollment by displaying the corresponding Internal Balance adjustments in the account (personal account).

8.3 The maximum fee may be changed by Uklon temporarily or permanently depending on the region and in connection with other factors at the discretion of Uklon, by notifying the Partner of Uklon in the manner specified in clause 11.3. of this Adhesion Contract. In addition, depending on certain circumstances (the ratio of supply and demand and/or other features of the Order), Uklon reserves the right to reduce the amount of fee that is actually applied to individual Orders. The Uklon Partner is informed and consents to the fact that the reduction of the fee is carried out by Uklon without prior notification to the Uklon Partner.

8.4 In the case of late payment for access to the Online Service, the Uklon Partner is obliged to pay a penalty for late payment in the amount of 0.1% (zero one-tenth of a percent) of the unpaid amount for each day of delay. Uklon Partner is obliged to compensate Uklon for all costs incurred by the latter, which are related to the collection of the Uklon Partner's debt.

8.5 In case of late payment for access to the Online Service, Uklon has the right to suspend the Uklon Partner's access to the Online Service until the debt is settled.

8.6 Uklon has the right to withhold from Uklon Partner a fee for the provision of maintenance and administration services for the account (personal account) of the Uklon Partner in the Online Service and account deletion (deactivation) services (hereinafter - Administration Services). From the moment the account is deleted, the Administration Services are deemed to have been properly provided by Uklon and accepted by the Uklon Partner.

8.7 The Parties have agreed that, in case of deletion of the account (personal account), the balance of the advance payment, which is reflected in the Internal Balance of the Uklon Partner as of the date of such deletion, is the cost of the Administration Services provided to the Uklon Partner as agreed by the Parties.

## 9. USER PAYMENTS

9.1 Users can pay for the transportation Services provided by Uklon Partners from the bank cards of such Users using the functionality of the Online Service, in particular using the payment system integrated with the Online Service (Payment by bank card), or using other payment methods not prohibited by law.

9.2 The Uklon Partner cannot refuse the User's payment for the Transportation Services through payment using the payment system integrated with the Online Service or refuse the User to use the payment using the payment system integrated with the Online Service. If the Uklon Partner refuses to accept payment using the payment system integrated with the Online Service without valid reasons, Uklon has the right to charge the Uklon Partner a fine of up to UAH 1,000 for each refusal and/or block the Uklon Partner's right to use access to the Online service in case of repeated failure.

9.3 Uklon reserves the right to distribute promotional codes to Users at its sole discretion for promotional purposes. Uklon Partner is obliged to accept the use of the promotional code only when the User applies the code in the Mobile Application to the trip using payment using a payment system integrated with the Online Service. Promotional codes cannot be applied to trips paid for in cash. If the use of promotional codes is suspected to be illegal and/or improper, contrary to the terms of use of the promotional codes, the promotional code may be canceled and the outstanding amount will not be reimbursed to Uklon Partner by Uklon .

9.4 Uklon is not obliged to pay the Partner the value of the Order specified for the User, if the Bank Card Payment did not take place because the User's bank card or other payment was canceled or failed for other reasons. In such case, Uklon can support Uklon Partner in requesting the appropriate amount of the Order cost from the User and supporting in communication with the User regarding debt repayment. In any case, notwithstanding the provisions of this clause, Uklon is not a party to the contract for the provision of transportation services concluded between Uklon Partner and the User.

9.5 Before providing transportation Services, Uklon Partner must ensure that the service is actually provided to the appropriate User or the User has directly confirmed that this User allows other passengers to travel at the User's expense. If the Uklon Partner made a mistake in the identification of the User, and the Bank Card Payment was debited from a person who has not received or who did not confirm the provision of Transportation Services to other passengers, the Uklon Partner undertakes to return the unreasonably received funds to the User who did not receive the ordered Transportation Services. Uklon will assist the User and Uklon Partner in their interaction regarding refunds.

## 10. PROVISION OF TRANSPORTATION SERVICES

10.1 By entering this Adhesion Contract, Uklon Partner confirms and guarantees that during the entire term of validity of the Adhesion Contract, he/she will comply with the requirements of the Legislation in force in the jurisdiction where Uklon Partner provides Transportation Services. Uklon Partner shall bear sole responsibility for his/her violation of any requirements of the Legislation and undertakes to compensate Uklon for any and all costs and losses incurred in connection with Uklon Partner's violation of the requirements of the Legislation during the provision of Transportation Services.

10.2 Uklon Partner undertakes to have all permits required by Legislation (including a valid driver's license), licenses, motor vehicle insurance policies, liability insurance policies, vehicle registration documents, certification and other documentation required in the relevant jurisdiction. Uklon Partner shall maintain the validity of all the above-mentioned documents during the entire period of use of the Online Service. Uklon has the right, without prior notice, to terminate the provision of Online Service access to Uklon Partner in the event of doubts regarding the Uklon Partner's proper fulfillment of the requirements of this clause.

10.3 Subject to the requirements of applicable Legislation, Uklon Partner undertakes to provide services to the Users and inform the Users regarding the services provided by Uklon Partner in the official language of the country where the relevant services are provided. At the request of the User, the service may also be



provided in another language acceptable both to the Uklon Partner and the User. Uklon Partner hereby consents that Uklon may disclose all the information and documents available to Uklon to competent authorities whenever such disclosure is required to verify that the Uklon Partner complies with the law on ensuring the functioning of the state language applicable in the country where Uklon Partner provides the Transportation Services.

10.4 When providing Transportation Services, Uklon Partner shall:

fulfill all accepted Orders ;

execute the Order only using vehicles that are in proper technical condition, taking into account the period of operation, mileage of the vehicle and seasonality;

perform vehicle maintenance;

comply with the rules of passenger transportation, which are defined by the legislation of the jurisdiction where Uklon Partner provides Transportation Services;

to have and keep up-to-date all the necessary permits, which are defined by the legislation of the jurisdiction where Uklon Partner provides transportation Services;

not to transfer either the right or the ability to access the Online Service to third parties;

to pay the fee for access to the Online Service in a timely manner and in full;

provide Uklon with the necessary information related to the fulfillment of the terms of this Adhesion Contract;

notify Uklon in the case Uklon Partner refuses to perform the Order accepted by them without a valid reason. Otherwise, the Adhesion Contract may be terminated unilaterally by Uklon;

comply with the Standard Requirements for Cooperation posted on the Website, as well as independently monitor their periodic updates;

during the execution of the Order, not to use mobile applications and navigators that are directly or indirectly controlled by Russian citizens and/or Russian companies and its affiliates, including, but not limited to: "Yandex Maps and Navigator", "2GIS-accurate offline maps", "GPS navigator CityGuide", "Navitel Navigator";

return the shipment to the User (sender) when performing the Order for the delivery service, whenever Uklon Partner receives a message in the Mobile Application that the shipment has to be returned to the User;

play music in the passenger compartment of the car only after obtaining the consent of all Users;

refuse to transport the items, the transportation of which is prohibited by the applicable Legislation when Uklon Partner provides the delivery service;

not to take photos and videos of Users without their consent and not to publish and distribute (not publish) photo and video materials depicting Users without their consent;

refrain from personal contacts with Users that are not directly related to the execution of the Order;

not to use the personal data of Users, which became known to Uklon Partner during the execution of the Order, for their own personal purposes or in the interests of third parties.

10.5 Uklon Partner has the right at its own discretion to determine when to provide Transportation Services. The Uklon Partner independently and without the consent of Uklon accepts, rejects or ignores the Orders placed by the Users at its own discretion. At the same time, the Uklon Partner undertakes to fulfill all accepted Orders.

10.6 The Uklon Partner is obliged to maintain the vehicle used for transportation Services and all equipment and facilities necessary for the performance of Transportation Services and access to the Online Service in good condition. The Uklon Partner is responsible for paying all costs incurred by him/her in the provision of Transportation Services, fuel costs, cost of mobile tariff plans, customs duties, vehicle depreciation, insurance, relevant income taxes, corporate taxes or personal income taxes persons, etc.

10.7 If, during the provision of transportation Services, any of the Users negligently damages the vehicle or its equipment (among other things, spoils or pollutes the vehicle or causes stench in the vehicle), the Uklon Partner has the right to demand compensation from the User for any damages. At the same time, Uklon does not guarantee reimbursement of such damages by the User and bears no responsibility for direct or indirect damages/expenses related to the cleaning or maintenance of the vehicle caused by the actions of the Users.

10.8 The Uklon Partner undertakes to comply with all tax obligations arising for the Uklon Partner in accordance with the current Legislation in connection with the provision of Transportation Services, including (i) payment of personal income tax, military duty or any other applicable tax; (ii) a single social contribution to compulsory state social insurance or other similar payment for yourself and/or your employees as required by the Legislation and (iii) performance of all obligations regarding keeping the record and/or registration of Uklon Partner and/ or employees of Uklon Partner and/or tax registration for the purposes of making payments to the appropriate budget and/or to the appropriate account as required by the applicable Legislation of the jurisdiction where Uklon Partner provides the Transportation Services

10.9 In the event Uklon receives a request for the disclosure of information on the activities of Uklon Partner from a tax authority, Uklon may disclose any information available to it regarding the activities of the Uklon Partner to the tax authority to the extent required by the applicable Legislation. Uklon Partner shall comply with all applicable tax regulations that may apply regarding the provision of the Transportation Services. Uklon Partner shall indemnify Uklon in connection with all and any taxes, contributions, state duties, payments, penalties, or other mandatory payments or obligations that Uklon will incur in connection with the failure of Uklon Partner to perform its obligations arising out of the applicable tax regulations (including the obligation to pay personal income tax, military duty, and single social contribution to the mandatory state social insurance, or make any other applicable mandatory payments).

## 11. TERM OF THE ADHESION CONTRACT AND TERMINATION PROCEDURE

11.1. This Adhesion Contract shall be concluded for an indefinite term and may be terminated unilaterally by either Party by giving five-day prior notice to the other Party.

11.2. This Adhesion Contract shall be deemed terminated in the case Uklon Partner does not make any payments within one (1) year from the date of the last payment for access to the Online Service. This provision does not preclude Uklon Partner from contacting Uklon to enter into a new contract in the future.

11.3. Uklon has the right to unilaterally change or update the terms of this Contract at any time, including by adopting a new version of the Contract. All changes in this Contract, including those set forth in the updated version of the Contract, enter into force from the date of the revision of the Contract, which is indicated at the end of the text of the Contract.

11.4. Uklon notifies regarding the changes to the Contract by sending a corresponding message to Uklon Partner by means of communication specified by Uklon Partner during registration and by publishing the changes or an updated version of the Contract on the Website. The moment when Uklon Partner becomes familiar with the published information is considered the moment when the information became available to Uklon Partner in accordance with the terms of this Contract.

11.5. Any changes to the Contract from the moment they enter into force apply to everyone who joined the Contract, including those who joined the Contract before the date of entry into force of the changes to the Contract.

11.6. Amendments to the Contract, published by Uklon in accordance with the procedure provided for in this Contract, become effective from the moment of publication of the changes to the Contract or the publication of the updated version of the Contract.

11.7. Detailed information on the deletion of a unique account (personal account) by the Uklon Partner is indicated on a separate page of the Website, which is freely accessible <https://uklon.com.ua/delete-account/>

## 12. LIABILITY OF THE PARTIES

12.1 The Parties shall be liable for non-fulfillment or improper fulfillment of obligations, provisions or conditions of this Contract in accordance with the Legislation, unless otherwise provided for in this Contract.

12.2 If Uklon Partner breaches his/her payment obligations arising out of the Adhesion Contract, Uklon may demand that Uklon Partner pays, and the Uklon Partner shall pay, a late interest of 0.1% of the overdue amount for each day of delay, within a period of ten (10) calendar days following receipt of the relevant demand from Uklon..

12.3 If Uklon Partner violates its obligations to make payments under this Adhesion Contract, Uklon has the right to terminate Uklon Partner's access to the Online Service without warning.

12.4 Termination of access to the Online Service due to the reasons specified in Clause 12.3 of the Contract does not release the Uklon Partner from the fulfillment of obligations incurred before such termination of access to the Online Service, as well as payment of penalties in favor of Uklon.

12.5 In case of termination of access to the Online Service in accordance with clauses 12.3, 12.4 of this Contract the access to the Online Service will be restored after Uklon Partner pays Uklon the fee due for access to the Online Service and the late interest in full. If Uklon Partner does not wish to resume access to the Online Service within five (5) calendar days following the day when the access was terminated, Uklon may terminate this Adhesion Contract unilaterally.

12.6 If Uklon Partner cancels accepted Orders, Uklon may apply the following measures of influence: the first cancellation - a warning, the second cancellation - a fine of UAH 30.00, the third cancellation or more - a fine of UAH 60. for each cancellation.

12.7 If Uklon Partner makes unjustified and/or false presses of the "SOS" button, Uklon may apply the following measures of influence: the first call - a warning, the second call - a fine in the amount of UAH 30.00, the third call and more - a fine in the amount of 60 UAH 0.00 for each case.

12.8 If Uklon Partner increases the cost of transportation fare specified in the Order, Uklon has the right to charge the Uklon Partner a fine in the amount that exceeds the cost of transportation of the item specified in the Order.

12.9 If Uklon suffers any losses resulting from a violation of Standard Cooperation Requirements by Uklon Partner and/or persons engaged by the Uklon Partner, Uklon Partner shall, upon Uklon's request, pay a fine of up to UAH 100,000.00. Uklon will determine the amount of the fine to be so charged at its sole discretion.

## 13. FORCE MAJEURE

13.1 No Party shall be liable for non-performance or improper performance of its obligations if the non-performance or improper performance is caused by force majeure.

13.2. Force majeure shall include, but shall not be limited to (1) fire, flood, earthquake, explosion, storm, landslide, epidemic, and other natural phenomena and natural disasters, and (2) hostilities, strikes, payment system failures, telecommunication systems failures, the adoption of a decision preventing the proper performance of this Adhesion Contract by a public authority or local government, etc.

#### 14. PERSONAL DATA

14.1 All issues related to the collection, use, protection and otherwise processing of the personal data of the Uklon Partner are regulated by a separate Privacy policy posted on the Website and in the Mobile Application. Uklon, as the owner of personal data, may entrust the processing of personal data to the manager of personal data in accordance with the contract concluded in writing.

#### 15. OTHER PROVISIONS

15.1 This Adhesion Contract shall be freely available on the Website. The Adhesion Contract shall enter into force and be binding for Uklon following its publication on the Website and shall become binding for Uklon Partner following its acceptance by Uklon Partner taking into account provisions set out in clause 11.5 of this Contract.

15.2. The Adhesion Contract may be made with any individual who has reached the legal age and has the full legal capacity. The Adhesion Contract may be made with any legal entity established under the laws of Ukraine, or the laws of any other state, or international rules.

15.3. This Adhesion Contract shall be deemed entered into at the registered office of Uklon. The interpretation, validity, and performance of this Adhesion Contract as well as all non-contractual obligations arising out of or in connection with this Adhesion Contract, shall be governed by the law of the Republic of Cyprus.

15.4. The parties shall resolve any disputes or disagreements arising out of or in connection with this Adhesion Contractor its conclusion, performance, or termination through negotiations. If the parties fail to resolve the dispute through negotiations within 30 (thirty) calendar days after one of the parties has notified the other party in writing of the occurrence of such dispute or disagreement, then such dispute may be referred to the competent court in accordance with the jurisdiction provided for by the legislation of the Republic of Cyprus.

15.5. Nothing in this Adhesion Contract creates any legal relationship (including employment or representation relationship) between Uklon and Uklon Partner and/or any third parties, other than the relationships set out in this Adhesion Contract.

15.6. If any provision of this Adhesion Contract is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any invalid or unenforceable provision shall be amended to make it valid, enforceable, and reflect the intentions of the parties.

15.7. Uklon shall be the sole owner of the database resulting from the provision of Uklon services, and Uklon Partner shall not have any rights or authority over it, including the right to register the database in accordance with the Legislation.

15.8. This Adhesion Contract is made in the Ukrainian language, and its versions in the Russian and English languages are provided solely for information purposes. In the event of any discrepancies between the original version of this Adhesion Contract in Ukrainian and the version in another language, the provisions of the original version shall prevail.

#### 16. DETAILS:

UKLON LTD [UKLON LTD]

Registration number HE 357185

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