

Public offer to Enter into the Funds Transfer Agreement

PUBLIC JOINT-STOCK COMPANY JOINT STOCK BANK “UKRGASBANK”, an income tax payer at the basic tax rate in accordance with paragraph 136.1 of Article 136 of the Tax Code of Ukraine, operating under license of the National Bank of Ukraine No.123 dated 06 October 2011, registered in the State Register of Banks under No.183 (hereinafter referred to as the “Bank”), of the one part, and

any person, who has accepted this public offer to enter into the funds transfer agreement (hereinafter referred to as the “Payer”), on the other part, hereinafter each individually referred to as the “Party” and jointly as the “Parties”, have entered into this funds transfer public offer agreement (hereinafter referred to as the “Agreement”) as follows:

1. TERMS AND DEFINITIONS

- 1.1. **Acceptance** shall mean confirmation by the Payer of his/her consent to the terms of the Agreement by pressing the “Pay” button (or similar in content) on the Website/Mobile app.
- 1.2. **Operating Day** shall mean a day during which the Bank conducts its activity necessary to execute Payment Orders, when the Bank makes Funds Transfers on behalf of the Payer according to the Ukrainian legislation. The Bank’s Operating Day is any business day, weekend, holiday or non-business day.
- 1.3. **Website/Mobile app** shall mean a Bank’s partner set of files and application software that give the Payer a possibility, in particular, to initiate a Payment Order on the Internet.
- 1.4. **Electronic payment instrument (EPI)** shall mean payment instrument implemented on any medium containing electronic data necessary to initiate the Funds Transfer.
- 1.5. **Fee** shall mean the amount of funds paid by the Payer to the Bank for the Funds Transfer in the amount and procedure defined in Appendix 1 to the Agreement.
- 1.6. **Funds Transfer** shall mean a movement of a money amount from the Payer’s account to receiver’s account based on the Payment Order, subject to obtaining the consent of the Payer to make such a payment transaction.
- 1.7. **Payment Order** shall mean an order of the Payer to make the Funds Transfer.
- 1.8. All other terms used herein shall have the meaning defined in the Ukrainian legislation.

2. GENERAL

- 2.1. The Agreement is a public agreement in accordance with Articles 641, 644 of the Civil Code of Ukraine and its terms are the same for all Payers. Acceptance of this Agreement indicates that the Payer understands the meaning of their actions, all the terms of this Agreement are clear to them, the Payer is not under the influence of a mistake, deception, violence, threat, etc. The Agreement is a contract of adhesion in the meaning of Article 634 of the Civil Code of Ukraine, i.e. its terms are established by one of the Parties (in standard forms), and may be entered into only by the accession of the second Party to the proposed Agreement as a whole. The second Party may not propose its own terms of the Agreement.

- 2.2. The public offer to enter into the Agreement shall come into force from the date of its official publication on the Bank's website and is valid until the date of the official publication on the Bank's website of the Bank's notification of its withdrawal.
- 2.3. The Agreement shall apply to one specific Payment Order and is considered to be confirmed from the moment of Acceptance of the Agreement, and is valid until the Parties fully fulfill their obligations, namely: processing of the Payment Order by the Bank in full and payment of the Fee by the Payer for the Funds Transfer. This public offer to enter into the Agreement, as an offer, and the Payment Order of the Payer, accepted by the Bank, as an acceptance, shall constitute a single document - the Agreement.
- 2.4. By accepting this Agreement, the Payer voluntarily gives the Bank its consent to the processing of personal data, which includes the performance of any actions and/or a set of actions related to the collection, registration, accumulation, storage, change, renewal, use and dissemination (distribution, implementation, transfer), anonymization, destruction of the Payer's personal data, to the extent that is sufficient, adequate, appropriate and not excessive in accordance with the purpose of processing personal data.
- 2.5. The Funds Transfer that has been successfully executed cannot be reversed, and the funds may not be refunded to the Payer upon the Payer's application to the Bank. After crediting the funds to the receiver's account, any Payer's claims regarding the return of the funds shall be sent directly to the receiver:
- 2.5.1. Funds Transfers made as payment of taxes, fees, penalties, payments, and other budget revenues, funds from the return of budget loans, repayable financial support, and loans, including those attracted by the state or local governments or under government or local guarantees, shall be refunded in accordance with the Procedure for the Return (Remittance) of Funds Erroneously or Excessively Credited to the State and Local Budgets, approved by Order of the Ministry of Finance of Ukraine dated 03.09.2013 No.787.
 - 2.5.2. Funds transferred as payments that are not listed in paragraph 2.5.1 of the Agreement shall be refunded in accordance with the agreements entered into between the Payer and the receiver.
 - 2.5.3. The return of Funds Transfers involving charitable payments to the special account for the support of the Armed Forces of Ukraine, opened with the National Bank of Ukraine, including those made using the United24 platform, is not carried out in accordance with the decision of the Board of the National Bank of Ukraine No. 473-rsh "On Amendments to the Decision of the Board of the National Bank of Ukraine dated August 30, 2022, No. 430-rsh.
 - 2.5.4. The Commission paid by the Payer for a Funds Transfer that was returned to the Payer by the receiver is not refunded and remains at the Bank's disposal.

3. SUBJECT OF THE AGREEMENT

- 3.1. The Payer initiates the Payment Order on the Website/in the Mobile app using the EPI, and the Bank processes the Payment Order under this Agreement.

- 3.2. The Bank shall execute the Funds Transfer within not more than three Operating Days after initiation of the Funds Transfer by the Payer.
- 3.3. The Payer shall pay the Fee to the Bank for the execution of the Funds Transfer in the manner and amount specified in Appendix 1 to the Agreement. Payment of the Fee is made in the local currency of Ukraine — hryvnia.

4. FUNDS TRANSFER PROCEDURES AND COST OF SERVICES

- 4.1. The Payer shall initiate the Funds Transfer by entering the EPI details to make the Funds Transfer on the Website/in the Mobile app.
- 4.2. The Bank shall inform the Payer about the terms of the Agreement and Fee amount before the initiation of the Funds Transfer.
- 4.3. The Payer may refuse to make the Funds Transfer after reviewing the Fee amount.
- 4.4. After Acceptance of the Agreement by the Payer, the Bank sends an authorization request (obtaining a permission of the EPI's issuer to make the Funds Transfer). After successful authorization, the Funds Transfer shall become irrevocable.
- 4.5. The Bank shall refuse to make the Funds Transfer in case of a negative response to an authorization request from the EPI's issuer is received or if the Payer fails to pass an authentication in particular using 3D Secure technology.
- 4.6. The Payer shall pay the Fee to the Bank for the Funds Transfer. The Payer may choose how to pay the Fee (if it is provided for):
- from the total amount of the Funds Transfer;
 - in addition to the amount of the Funds Transfer (in this case, the Bank shall show the amount of the Fee separately from the amount of the Funds Transfer).
- 4.7. If the Payer initiates the Funds Transfer in a foreign currency using the EPI issued by a non-resident, the amount of the Funds Transfer is automatically calculated in the foreign currency accepted by the receiver, if permitted by the Ukrainian legislation, or in the local currency of Ukraine – hryvnia, at the exchange rate applied by the Bank, payment system operators at the time the Payer initiates the Funds Transfer.
- 4.8. The Funds Transfer in a foreign currency shall be initiated by the Payer in accordance with the requirements of the National Bank of Ukraine in particular the Resolution of the National Bank of Ukraine Board № 18 dated 24 February 2022 (as amended).
- 4.9. The Payer hereby entrusts and the Bank undertakes without receiving a separate (an additional) application of the Payer to sell the amount of the foreign currency debited as payment of the Fee by the Payer to the Bank and to credit the UAH equivalent to the relevant accounts of the Bank.
- 4.10. Following the Funds Transfer the Payer is issued a receipt indicating the amount of the transfer, the amount of the paid fee (if any), as well as other information provided for by the Ukrainian legislation and regulations of the National Bank of Ukraine.
- 4.11. The Payer's Payment Order is considered processed after making the Funds Transfer to the Receiver's account.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Bank shall have the right to:

- 5.1.1. Receive from the Payer the Fee for the Funds Transfer.
- 5.1.2. Demand from the Payer strict compliance with terms of the Agreement.
- 5.1.3. Refuse the Payer to process the Payment Order if it has been prepared in violation of the terms of the Agreement or the requirements of the Ukrainian legislation.
- 5.1.4. Amend the Agreement, in particular the Fee size.
- 5.1.5. Store and process of the Payer's personal data and the EPI's details, which became known to the Bank during processing of the Payment Order.
- 5.1.6. Establish limits for the allowed amounts of the Funds Transfers, as well as establish other restrictions in respect of Funds Transfers and Payers according to various criteria in accordance with the Ukrainian legislation.
- 5.1.7. Refuse the Payer to execute the Payment Order or suspend the Funds Transfer in the following cases:
 - provided for in the legislation on prevention and counteraction of money laundering, terrorist financing and the financing of the proliferation of weapons of mass destruction;
 - suspicion that the Funds Transfer contains signs of a suspicious transaction according to the regulations of the National Bank of Ukraine or may bear reputational risks for the Bank;
 - suspicion that the Funds Transfer is made in violation of the requirements of the Ukrainian legislation, rules of payment system operators, contains signs of a fraudulent transaction or signs of committing a criminal offense as defined by the Criminal Code of Ukraine;
 - inclusion of the Payer and/or receiver in the list of persons involved in terrorist activities and/or the list of persons against whom international sanctions have been imposed and/or the list of persons against whom special economic and other restrictive measures (sanctions) have been imposed under Article 5 of the Law of Ukraine "On Sanctions";
 - failure by the Payer to provide the information necessary to make the Funds Transfer;
 - incorrect filling in EPI's details by the Payer necessary to initiate the Payment Order;
 - insufficient funds in the Payer's account to make the Funds Transfer and pay the Fee for the Funds Transfer.

5.2. The Bank shall:

- 5.2.1. Provide the Payer with the opportunity to acquaint himself/herself with the terms of the Agreement prior to accepting the Agreement.
- 5.2.2. Process the Payment Order within the time limits specified in the Agreement.
- 5.2.3. Comply with the requirements of Ukrainian legislation, including legislation in the field of consumer protection, prevention and combating money laundering, terrorism financing, and financing of the proliferation of weapons of mass destruction.

- 5.2.4. Keep banking secrecy regarding the Funds Transfers and information about the Payer. The Bank may provide information about the Funds Transfers and the Payer data to third parties in the cases provided for in the current Ukrainian legislation. Disclosure of information that constitutes banking secrecy or information with restricted access is not considered unauthorized disclosure if it is made in accordance with the requirements of the current Ukrainian legislation or upon the presentation of a legal requirement by a competent authority of any jurisdiction, supervisory, control or other regulatory authority, any state or other competent authority, or auditors.
- 5.2.5. Provide the Payer with a document confirming the Funds Transfer.
- 5.2.6. Consider the Payer's applications arising from the performance of the Agreement.

5.3. The Payer has the right to:

- 5.3.1. Familiarize himself/herself with the terms of the Agreement.
- 5.3.2. Complete the Payment Order in accordance with the terms of the Agreement and the requirements of the Ukrainian legislation.
- 5.3.3. Submit a notice to the Bank regarding the processing quality of the Payment Order within a period of not more than 30 (thirty) calendar days from the date of its initiation.
- 5.3.4. Withdraw the Payment Order from the processing before the Funds Transfer becomes irrevocable.
- 5.3.5. Refuse from the Agreement before Funds Transfer becomes irrevocable.

5.4. The Payer shall:

- 5.4.1. In a timely manner (before Acceptance of the Agreement) and in full, familiarize himself/herself with the terms of the Agreement, including the Fee size.
- 5.4.2. Provide reliable identification data for the execution of the Funds Transfer in the cases specified by the Law of Ukraine "On Prevention and Counteraction of Legalisation (Laundering) of Proceeds from Crime, Terrorist Financing and Financing of Proliferation of Weapons of Mass Destruction".
- 5.4.3. Provide documents and information that the Bank requests for analysis and identification of the Funds Transfers subject to financial monitoring in order to fulfil the requirements of the legislation governing prevention of legalization (laundering), financing of terrorism and financing the proliferation of weapons of mass destruction.
- 5.4.4. Pay the Fee for the Funds Transfer.
- 5.4.5. Not make the Funds Transfers related to money laundering, containing signs of suspicious transactions according to the regulations of the National Bank of Ukraine, or may pose reputational risks to the Bank.
- 5.4.6. Check the correctness of the Payment Order, in particular the amount of the Funds Transfer and the receiver's details, purpose of payment.

6. RESPONSIBILITY OF THE PARTIES

- 6.1. The Bank shall be liable for the failure to perform or improper performance of the Agreement in accordance with the Ukrainian legislation.
- 6.2. The Bank shall not be liable:
- 6.2.1. for the functioning, availability, content, temporary unavailability, etc. of the Website/Mobile app through which the Funds Transfer is made;
 - 6.2.2. for the non-execution or untimely execution of the Funds Transfer if the Payment Order is provided by the Payer with errors;
 - 6.2.3. for the non-execution or untimely execution of the Funds Transfer that is a consequence of the Bank's compliance with the requirements of sanctions legislation;
 - 6.2.4. for the non-execution or untimely execution of a Funds Transfer due to the inoperability of the electronic payment system of the National Bank of Ukraine (hereinafter – SEP), restrictions in the operation of the SEP, non-execution of transfers through the SEP in favor of individual recipients, particularly those related to the end of the reporting year;
 - 6.2.5. for incorrectly specified details provided by the Payer. All issues arising in connection with the incorrect preparation of the Payment Order by the Payer, namely: incorrectly specified details of the Funds Transfer, receiver data, purpose of payment, etc., shall be resolved between the receiver of the funds and the Payer independently without the participation of the Bank;
 - 6.2.6. to the legitimate EPI holder if the Funds Transfer was initiated another person who gained access to the EPI/EPI details, in particular using social engineering tools, phishing, etc.;
 - 6.2.7. for refusal to execute the Funds Transfer if the EPI issuer refused to make such a Funds Transfer.
 - 6.2.8. for the relationship between the Payer and the receiver and shall not be liable under the obligations of the receiver to the Payer and for the provision of services by the recipient to the Payer.
- 6.3. The Payer shall be liable for errors made during the preparation of the Payment Order, which led to the transfer of an incorrect amount of the Funds Transfer or to incorrect details, purpose of payment. In these cases, the Payment Order of the Payer shall be considered to have been processed by the Bank properly and as fully complying with the terms of the Agreement. The Payer shall independently make further settlements with the receiver to whose account the funds were credited as a result of the processing of the Payment Order.
- 6.4. The Party that has violated an obligation shall be relieved of liability for the breach of the obligation if it proves that the breach occurred as a result of a case or force majeure circumstances (circumstances of irresistible force), certified by the Ukrainian Chamber of Commerce and Industry and its authorized regional chambers of commerce and industry.

7. SETTLEMENT OF DISPUTES

- 7.1. All disputes and disagreements arising in connection with this Agreement with the Payer shall be resolved through negotiations based on the Payer's application. Contact details for

receiving applications (including complaints) from Payers are specified in Section 9 of the Agreement.

7.2. The procedure for reviewing Payer's complaints by the Bank's is available at the following link: https://www.ukrgasbank.com/about/q_service

7.3. If the disputes or disagreements arising out of this Agreement are not resolved through a pre-trial settlement procedure, any of the Parties has the right to refer the dispute to a court in accordance with the applicable Ukrainian legislation.

7.4. Out-of-court review of complaints of Payers is carried out by the National Bank of Ukraine.

Contact information of the the National Bank of Ukraine, the body that regulates the activities of the Bank:

- legal address: 9, Instytutska St., 01601 Kyiv
- hotline: 0 800 505 240 or +380 44 298 65 55
- website: <https://bank.gov.ua>
- for electronic applications: nbu@bank.gov.ua

The Payer's right to appeal to court in accordance with the Ukrainian legislation shall not be affected by filing a complaint with the Bank or the National Bank of Ukraine.

8. MISCELLANEOUS

8.1. In everything that is not set forth in the Agreement, the Parties shall be guided by Ukrainian legislation.

8.2. The Bank's tariffs, set out in Appendix 1 to the Agreement, are an integral part of the Agreement.

8.3. In case of incompliance of any part of the Agreement with the Ukrainian legislation, this Agreement will be valid only in the part that does not contradict Ukrainian legislation.

9. BANK DETAILS

PUBLIC JOINT-STOCK COMPANY JOINT STOCK BANK "UKRGASBANK"

Legal address: 1 Yerevanska Street, 03087 Kyiv, Ukraine

Postal address: 19, 21, 23 Staronavodnytska Street, 01015 Kyiv, Ukraine,

EDRPOU Code: 23697280

IBAN UA843000010000032000106201026

VAT Taxpayer Code: 236972826658

Phone: 098 620 20 20, 099 620 20 20, 073 620 20 20

Website: <https://www.ukrgasbank.com>

Deputy Chairman of the Board

Oleksandr SHCHERBAKHA

The Fee size for the Funds Transfer

Tariff	The Fee size (in UAH, without VAT)*	Recovery procedure
1. The Fee for the acceptance of Funds Transfers using electronic payment instruments/their details issued by residents for the benefit of charitable organizations	not charged	-
2. The Fee for the acceptance of Funds Transfers using electronic payment instruments/their details issued by non-residents for the benefit of charitable organizations	2,2% from the amount of each Funds Transfer	The fee is deducted from the amount of each Funds Transfer made on the website, or paid by the Payer separately (depending on the Payer's choice).
3. The Fee for the acceptance of Funds Transfers using electronic payment instruments/their details for the purchase of domestic government bonds	not charged	-
4. The Fee for the acceptance of Funds Transfers using electronic payment instruments/their details for the payment of administrative services, administrative offenses fines**, taxes	1,40% from the amount of each Funds Transfer min 1 UAH	Paid by the Payer separately

*Transactions related to payment services are not subject to VAT, as provided for in paragraph 196.1.5 of Article 196 of the Tax Code of Ukraine.

** There is an additional fee of 1.44 UAH (including VAT) for each payment made to a third party to get information about an administrative offense from the relevant government database.