

ACCESSION AGREEMENT TO THE eDOPOMOGA PROJECT

Kyiv

June 6, 2023

SILPO-FOOD Limited Liability Company, hereinafter referred to as the "Seller," represented by Director Lesko Y. A., acting in accordance with the Charter and guided by the legislation of Ukraine, hereby publicly offers **individuals, individual entrepreneurs, and legal entities (hereinafter referred to as "Donor")** to participate in the eDopomoga project under the conditions set forth in this Accession Agreement.

1. DEFINITION AND INTERPRETATION OF TERMS USED IN THE AGREEMENT

For the purposes of this Agreement, the following terms are used with the following meanings:

- 1.1. The eDopomoga project is a collaborative initiative between the Ministry of Social Policy of Ukraine and the State Enterprise "Information and Computing Center of the Ministry of Social Policy of Ukraine" (EDRPOU code 03562649) (hereinafter referred to as the "State Enterprise"), with the participation of SILPO-FOOD LLC. Under this project, the Donor selects, on the eDopomoga platform (web resource: <https://edopomoga.gov.ua/>), which is administered by the State Enterprise, an application for assistance submitted by the Recipient. The Donor makes an advance payment to the Seller for the goods, in an amount sufficient to fulfill the chosen application, taking into account the available denominations. Once the acquiring bank confirms the Donor's payment, the Seller generates a code that confirms the advance payment for the goods and provides it to the State Enterprise. The State Enterprise then transfers the code to the Recipient, which serves as confirmation of the advance payment for the goods. The Recipient can use this code to receive the goods at Silpo, Le Silpo, Fora, THRASH!, and FOZZY stores, in accordance with the eDopomoga Prepaid Usage Rules, which are attached to this agreement.
- 1.2. The Recipient refers to a natural person in need of assistance, who has submitted an application for assistance on the eDopomoga platform.
- 1.3. The eDopomoga Prepayment refers to the advance payment made for a product, with payment confirmation provided by a code.
- 1.4. The Donor refers to a resident or non-resident of Ukraine, including individuals, individual entrepreneurs, or legal entities that provide funds to the Seller as part of the eDopomoga project, for fulfilling applications from individuals in need of assistance.
- 1.5. Acceptance of the public offer signifies the Donor's agreement to the terms of the Seller's offer, as specified in this Agreement, expressed through the payment of funds by the Donor to the Seller's account.

2. SUBJECT OF THE AGREEMENT. CONTRACT EXECUTION PROCEDURE

- 2.1. The Donor agrees to make an advance payment to the Seller for the goods within the eDopomoga project, and the Seller agrees to transfer to the State Enterprise a code confirming the Donor's advance payment for the goods, according to the terms of this Agreement. The eDopomoga Prepayment can be used by the Recipient to obtain goods from Silpo, Le Silpo, Fora, THRASH!, and FOZZY stores within Ukraine, considering the requirements stated in the eDopomoga Prepayment Usage Rules.
- 2.2. The Donor selects the application for assistance submitted by the Recipient on the State Enterprise-operated platform at <https://edopomoga.gov.ua/>. Then, the Donor chooses an available

denomination and makes an advance payment for the goods to satisfy the assistance application. The available denominations are 5 USD (200 UAH), 14 USD (500 UAH), and 27 USD (1000 UAH). The Donor pays the Seller the chosen denomination as an advance payment for the goods.

2.2.1. If the Donor pays using a Mastercard® payment card within the specified period mentioned in section 2.2.1.1 of this Agreement, the Donor automatically participates in a promotion called "the Promotion," which increases the amount of the advance payment for assistance. The conditions of the promotion are outlined on the platform at <https://edopomoga.gov.ua/>.

2.2.1.1. The promotion is valid from June 7, 2023, until December 31, 2023, inclusive. The details of the promotion can be found on the platform at <https://edopomoga.gov.ua/>.

2.2.1.2. When the Donor makes an advance payment with a Mastercard® card, the Seller adds the following amounts to the face value of the advance payment using funds received from the Company "ADSAPIENCE" s.r.o.:

For a payment of 5 USD (200 UAH), an additional advance payment of 1.25 USD (50 UAH) is added to the face value.

For a payment of 14 USD (500 UAH), an additional advance payment of 2.1 USD (75 UAH) is added to the face value.

For a payment of 27 USD (1000 UAH), an additional advance payment of 2.7 USD (100 UAH) is added to the face value.

Examples of codes confirming the payment of an advance payment for the product with a Mastercard® card are provided in Annex №2 of this Agreement.

2.3. Upon successful payment by the Donor, the Seller generates a code that confirms the advance payment for the product.

2.4. Once the Seller receives a notification from the acquiring bank regarding the Donor's payment through electronic communication, the Seller transfers the code confirming the advance payment for the goods to the State Enterprise for subsequent transfer to the Recipient.

2.5. The State Enterprise transfers the code confirming the advance payment to the person in need of assistance by sending it to the Recipient's electronic account on the platform at <https://edopomoga.gov.ua/> and/or to their mobile phone number as an SMS message.

2.6. The Donor agrees to adhere to the terms of this Agreement and the eDopomoga Prepayment Usage Rules listed in Annex №1, which are an integral part of this Agreement.

2.7. The State Enterprise provides the Donor with data from the receipt, which was fully or partially paid using the eDopomoga Prepayment, without revealing any information that could identify the Recipient. This information is made available to the Donor through their electronic account on the platform at <https://edopomoga.gov.ua/>.

3. PROPERTIES OF THE CODE CONFIRMING THE PREPAYMENT OF THE GOODS

3.1. The code confirming the Advance Payment for the product has an expiration date. Codes generated up to and including 05/03/22 are valid for 90 calendar days from the date of activation. Codes generated on or after 05/04/22 are valid for 30 calendar days from the date of activation.

3.2. The code confirming the advance payment for the goods is activated immediately upon generation, on the day the Seller receives a notification from the acquiring bank about the Donor's payment, in accordance with the terms of the Agreement.

3.3. If the code confirming the Advance Payment for the product expires, the State Enterprise informs the Seller within 24 hours after the expiration of the validity period. The Seller reissues the code, confirming the Advance Payment for the product, within 24 hours of receiving the notification from the State Enterprise about the expiration. The new code is then transferred to the State Enterprise. The validity period of the reissued code, confirming the payment of the Advance Payment for the product, is 30 calendar days from the day of its generation (reissuance). The State Enterprise sends a message to the Donor within 24 hours of receiving the code, informing them that the code confirming the payment for the product has been reissued. The Donor has 20 calendar days from the date of the reissued code's generation to choose another Recipient's application. If the

Donor selects another Recipient's application within the specified period, the State Enterprise transfers the reissued code to that Recipient within 24 hours from the date of selection.

3.4. If the first reissued code confirming the Advance Payment for the product expires, the State Enterprise notifies the Seller within 24 hours after the expiration of the validity period. The Seller carries out a second reissuance of the code, confirming the payment of the Advance Payment for the goods, in accordance with the provisions in clause 3.3 of this Agreement. The actions specified in clause 3.3 of this Agreement apply.

3.5. If the second reissued code confirming the Advance Payment for the product expires, the State Enterprise notifies the Seller within 24 hours after the expiration date. The Seller performs the third reissuance of the code, confirming the payment of the Advance Payment for the product, within 24 hours of receiving the notification from the State Enterprise about the expiration. The new code is then transferred to the State Enterprise. The validity period of the third reissued code, which ensures the payment of the Advance Payment for the product, is 30 calendar days from the day of its generation (reissuance). In this case, the State Enterprise transfers the third reissued code, confirming the payment of the Advance Payment for the product, to another Recipient chosen by them.

3.6. If the third reissued code confirming the payment of the Advance Payment for the product expires, the Seller is released from the obligation to transfer the product to the Recipient and to refund the funds paid by the Donor.

3.6.1. For codes confirming the Advance Payment for the product, where the first issuance occurred on or after 20/12/22: if the third reissued code confirming the payment of the Advance Payment for the product expires, the Seller is released from the obligation to transfer the product to the Recipient. In this case, the Seller pays the funds paid by the Donor, after deducting the applicable taxes, to the account of the State Enterprise designated for receiving charitable assistance by the 15th of the month following the expiration of the third reissued code that confirms the payment of the Advance Payment for the product.

3.7. If the Recipient on the eDopomoga platform refuses the eDopomoga Prepayment, the State Enterprise notifies the Seller within 24 hours of receiving the refusal. In this case, the Seller reissues the code confirming the subscription for the product within 24 hours of receiving the notification from the State Enterprise regarding the Recipient's refusal. The new code is then transferred to the State Enterprise. The actions specified in clauses 3.3-3.5 of this Agreement are executed accordingly.

3.8. Other properties of the code confirming the Advance Payment for the product, as agreed upon by the Parties, are indicated in Annex №1, which is an integral part of this Agreement.

3.9. Examples of the appearance of the codes confirming the payment of a subscription for the product are provided in Annex №2 to the Agreement, which is an integral part of this Agreement.

4. CONTRACT PRICE AND CALCULATION PROCEDURE

4.1. The total price of the Agreement is the sum of funds paid by the Donor for its execution.

5. LIABILITY OF THE PARTIES

5.1. In the event of non-fulfillment or improper fulfillment of obligations under this Agreement, the party at fault shall compensate the other party for all damages caused by such non-fulfillment or improper fulfillment of the terms of this Agreement, unless otherwise provided by the current legislation of Ukraine or the terms of this Agreement.

5.2. The parties to the Agreement shall be exempt from liability in the event of force majeure. Force majeure circumstances are extraordinary and unavoidable events that objectively affect the fulfillment of the obligations stipulated in the terms of the Agreement, and the impact of which could not have been predicted, making their fulfillment impossible within a certain period of time. These circumstances may include exceptional weather conditions and natural disasters (epidemic, severe storm, earthquake, cyclone, hurricane, tornado, flood, snow accumulation, ice, hail, frost, fire, etc.)

as well as unforeseen events that occur regardless of the will and desire of the party (threat of war, armed conflict, or serious threat of such conflict, actions of a foreign enemy, general military mobilization, military operations, declared or undeclared war, acts of terrorism, sabotage, blockade, revolution, mutiny, rebellion, mass riots, etc.).

5.3. In the event of the occurrence of force majeure circumstances, the parties must notify each other in writing within three business days from the date of their occurrence. The party invoking the circumstances as stated in clause 5.1 of the Agreement must provide the other party with the aforementioned notification, supported by a certificate from the Chamber of Commerce and Industry of Ukraine or the regional Chamber of Commerce and Industry, within 10 (ten) calendar days of the Agreement.

5.4. If the circumstances specified in clause 5.1 of the Agreement and their consequences persist for more than 30 (thirty) calendar days, the parties shall promptly engage in negotiations to identify the most acceptable alternative ways to fulfill this Agreement and reach relevant agreements. In such a case, the parties have the right to terminate this Agreement prematurely by concluding an additional agreement.

6. RESOLUTION OF DISPUTES

6.1. Any disputes and disagreements that arise between the Parties during the execution of the Agreement shall be resolved through negotiations. In the event that an agreement cannot be reached, all disputes and disagreements shall be subject to resolution by the commercial court in accordance with the rules of jurisdiction as per the current legislation of Ukraine.

7. DURATION OF THE AGREEMENT

7.1. This Agreement is considered concluded and enters into force from the moment the Seller receives the funds paid by the Donor for the implementation of this Agreement.

7.2. Payment of funds for the implementation of this Agreement is only possible after the Donor has marked their agreement with the terms of this Agreement on the <https://edopomoga.gov.ua/> platform. By making the payment, the Donor confirms their agreement with the terms of this Agreement.

7.3. The term of this Agreement begins at the moment specified in paragraph 7.1 of this Agreement and remains valid until the Parties have fully fulfilled their obligations.

7.4. The expiration of the term of this Agreement does not release the Parties from their responsibility for any violations that occurred during the validity of this Agreement.

8. OTHER TERMS OF THE AGREEMENT

8.1. This Agreement consists of two parts: a public offer for entering into an adherence agreement, signed by the Seller, bearing the Seller's seal, and posted on the platform <https://edopomoga.gov.ua/> and/or on the official website of the Seller silpo.ua, and the Acceptance of the public offer.

8.2. This Agreement remains valid until its termination is notified by posting such information on the platform <https://edopomoga.gov.ua/> and/or on the official website of the Seller silpo.ua.

8.3. The Seller has the right to independently modify the terms of the Agreement, with mandatory notification to the Donor by posting the relevant changes or the updated version of this Agreement on the platform <https://edopomoga.gov.ua/> and/or on the official website of the Seller silpo.ua. If the Donor disagrees with the changes made to the Agreement, they have the right to terminate the Agreement by notifying the Seller in writing within 7 (seven) calendar days from the day they became aware of, or could have become aware of, the changes made to the Agreement. The Donor's failure to notify the termination of the Agreement within the specified period and their continued interaction with the Seller under this Agreement indicates the Donor's agreement to the changes made. Whenever changes are made to this Agreement, the Seller posts the updated version of the Agreement, incorporating the changes, on the platform <https://edopomoga.gov.ua/> and/or on the official website of the Seller silpo.ua. In the event of changes to the terms of the offer, the changes

shall become effective from the moment of their introduction (updating the Agreement version on the platform <https://edopomoga.gov.ua/> and/or on the official website of the Seller silpo.ua), unless the Seller determines another timeframe. The Seller guarantees and confirms that the current version of this Agreement's text posted on the Seller's official website, silpo.ua, is valid.

8.4. The parties undertake not to disclose any information received in connection with the conclusion and fulfillment of the terms of this Agreement to third parties.

8.5. Neither of the Parties has the right to transfer its rights under this Agreement or the rights that are contingent upon the existence of this Agreement, including pledging rights, transferring the right of claim, or entering into agreements for the transfer of debt with third parties, suretyship agreements, or entering into other agreements that could result in the replacement of the creditor or debtor under this contract without the prior written consent of the other Party. In the event of a violation of these conditions, the contracts entered into are deemed invalid, and the Parties are not obligated to fulfill them.

8.6. The following Appendices are an integral part of this Agreement:

Annex №1 - Rules for the use of the eDopomoga Prepayment.

Annex №2 - Examples of codes confirming the payment of a subscription for a product.

9. DETAILS AND SIGNATURE OF THE SELLER

Seller SILPO-FOOD LLC

Address: 02090, Kyiv, str. Butlerova, 1

EDRPOU code: 40720198

Taxpayer Identification Number (IPN):

407201926538

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The director



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