

AGREEMENT

voluntary insurance of financial risks associated with material losses due to the delay or cancellation of a trip

Kyiv

August 15, 2023

1. GENERAL TERMS

This Offer is an official proposal of the Additional Liability Company "INSURANCE COMPANY "EKTA" ("Insurer") to enter into a Voluntary Insurance Agreement for financial risks related to material losses due to trip delay or cancellation ("Agreement", "Insurance Agreement") on the terms set out in this Offer.

1.1. This Agreement is concluded on the basis of the Insurer's license to engage in economic activities for the provision of financial services (except for professional activities in the securities market) in the area of voluntary insurance of financial risks, as well as the "Rules for voluntary insurance of financial risks" ("Rules"), in compliance with the requirements of the Laws of Ukraine "On Insurance", "On Electronic Documents and Electronic Document Management", "On Electronic Digital Signature" and "On E-commerce".

1.2. The parties to the Agreement are:

1.2.1. **Insurer** - ALC "IC "EKTA", Location: 03150, Kyiv, 5 Dlova St., building 2, letter B1; identification code 42509958; account number UA 53 300119 00000 26502075502001 at "Bank Alia nz", MFO 300119, telephone: 0-800-305-222; website: <https://ekta.insure/>, email: info@ekta.insure.

1.2.2. **Policyholder** - a capable individual, resident or non-resident of Ukraine, who has entered into an insurance contract with the Insurer.

1.2.3. **Insured person** - an individual aged 2 years and older (as of the date of travel), whose last name, first name, patronymic, and date of birth are indicated in the Electronic policy and for whose benefit the Insurance contract is concluded.

1.3. The subject of insurance is the property interests of the Insured (the insured person) that do not contradict the current legislation of Ukraine and are related to financial (material) losses incurred by the Insured as a result of the occurrence of events specified in the insurance terms, which prevent the timely completion of the trip (journey), if these events occurred during the period and at the place of the Contract's validity.

1.4. The Contract consists of two parts: this Offer and an Electronic Policy, which confirms the conclusion of the Contract.

1.5. In accordance with these Terms and Insurance Rules, the Insurer undertakes to make a payment (premium, insurance payment, insurance premium) stipulated by the Insurance Contract, as a compensation payment according to the terms of the Insurance Contract to the Insured person or another person designated by the Insured in the Insurance Contract (Insured person), as a result of the impossibility to complete the trip (journey) due to reasons defined in the Rules and the Insurance Contract. The Insured person, according to the Contract, is a natural person who actually makes the trip (journey) on the Insured's funds. If the trip consists of several segments (sections) (flights, transfers, etc.), the insurance coverage applies to each segment separately, starting from the date and time of departure of each segment of such trip and ending at the time of arrival at the destination for this segment (section). Regarding the segment of the trip that occurred without any signs of an insurance event, the insurance coverage ceases to apply.

1.6. This Contract is presented in Ukrainian language and translated into English, if the language of the website is not Ukrainian. In case of discrepancies, the version of the contract in Ukrainian language, available by the link https://ekta.insure/wp-content/uploads/documents/terms_insurance_flight_delay_or_cancellation_UA_15.08.2023.pdf, prevails.

2. PROCEDURE FOR CONTRACTING

2.1. To conclude the contract in electronic form, the Insured must, before the start of the trip (except in cases provided for in this Agreement), independently or with the assistance of the Insurance agent, visit the Insurance company's website, fill out an application, provide information about themselves, their mobile phone number, email address, and other necessary information to conclude the contract, and also familiarize themselves with the terms of this Offer, information about the financial service.

2.2. The contract is concluded by the Insured joining the contract, which is posted on the official website of the Insurance company through the link:

https://ekta.insure/wp-content/uploads/documents/terms_insurance_flight_delay_or_cancellation_EN_15.08.2023.pdf

2.3. The Insured by filling in their personal information and paying the insurance premium confirms their acceptance of the terms of the contract and constitutes acceptance within the meaning of Article 642 of the Civil Code of Ukraine.

2.4. In accordance with the chosen conditions by the Insured and the data provided by them, after the Insured has paid the insurance premium, an Electronic Policy ("Electronic Policy", "Policy") is generated. The Electronic Policy is proof of the conclusion of the insurance contract and contains a unique number that corresponds to the contract number, the date of conclusion, the term of the insurance contract, and other individual conditions of the insurance contract.

2.5. The parties have agreed that the Insurer provides the Insured with the Policy in English. Upon request from the Insured/Insured person, the Insurer sends the Policy in Ukrainian to the email address provided by the Insured within 2 business days.

2.6. The Parties have agreed that the Agreement may be concluded:

2.6.1. By the Insured signing the Agreement using a one-time identifier (entering a password sent by the Insurer to the Insured's mobile communication device). To sign the Agreement/Electronic policy using a one-time identifier, the Insured is sent such a one-time identifier to the specified mobile phone number. Before signing the Electronic policy, the Insured is obliged to verify the data entered by him/her, the selected insurance terms, and confirm their accuracy. To sign the Electronic policy using a one-time identifier, the Insured enters the received one-time identifier in the designated place on the Internet web page and confirms its entry, or

2.6.2. If the option of signing the Agreement using a one-time identifier is not available on the Insurer's website, the Insured can sign the Agreement by performing actions specified on the Insurer's website (including, but not limited to, filling out an application with identification data, agreeing to the terms of this Agreement, and making payment). Notwithstanding the above, the Insured's payment of insurance premiums shall be deemed to confirm the signing of this Agreement by the Insured.

2.7. The Agreement is considered signed by the authorized representative of the Insurer by affixing a signature and seal on this Offer. When concluding an insurance agreement, the Insurer may use a facsimile reproduction of the signature of the person authorized to sign such agreements, as well as a reproduction of the seal using technical printing devices.

2.8. The policy is sent to the Insured's email address specified during the application process. The Parties have agreed that taking such actions constitutes proper delivery of the insurance contract to the Insured.

2.9. The Parties undertake, if necessary, to reproduce the Agreement (Electronic policy) on paper. At the written request of the Insured, the Agreement shall be prepared in writing within 5 (five) working days from the receipt of such request and shall be signed and stamped. When reproducing the Agreement on paper, the Insurer may use a facsimile reproduction of the signature of the person authorized to sign such agreements, as well as a reproduction of the seal using technical printing devices.

2.10. The Insured has the possibility to refuse to conclude the insurance contract at any time before accepting this Offer.

2.11. The Agreement is considered concluded from the moment the Insured makes the insurance payment (premium).

2.12. The Insurer is not responsible for any damage or loss incurred by any person as a result of misunderstanding/incorrect understanding of the terms of this Agreement. If the Insured finds the terms of this Agreement unclear or not fully understood, before accepting and paying the insurance premiums, he/she may contact the Insurer for clarification.

2.13. By accepting the offer, the Insured confirms that:

- 2.13.1. They have familiarized themselves with the Rules and Agreement, fully understand the content of their provisions, and have received all necessary explanations from the Insurer;
- 2.13.2. They understand the significance of their actions and are not under the influence of any mistake, deceit, violence, threat, etc.;
- 2.13.3. They give their consent and authorize the Insurer indefinitely, in accordance with the law, to receive, collect, process, register, accumulate, store, modify, renew, use, and distribute (disseminate, transmit, including cross-border transfer) information that, according to legal requirements, constitutes the personal data of the Insured for the purpose of complying with legal requirements, this Agreement, and other agreements, including reinsurance, for the exercise of rights granted to the Insurer by law or contract, ensuring the implementation of tax relations, relations in the areas of accounting, auditing, financial services, assistance services, advertising, marketing research, actuarial research, and assessment of service quality. The use and distribution of information constituting the personal data of the Insured are carried out exclusively within the limits necessary to ensure compliance by the Insurer with the conditions of this Agreement and/or protection of their interests. The Insurer is released from the obligation to send the Insured written notification regarding their rights, the purpose of data collection, and the persons to whom the personal data of the Insured are transferred;
- 2.13.4. They give consent to receive informational SMS messages and messages to the email address provided at the time of entering into the Agreement from the Insurer;
- 2.13.5. They confirm that before entering into this Agreement, they were made aware of the information prescribed by Article 12 of the Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets," and they understand the content of the aforementioned information. The provided information is available on the Insurer's website at the link <https://ekta.insure/>;
- 2.13.6. They give consent to the Insurer to record and save the information received from the Insured (including telephone conversations) that were conducted for the purpose of recording messages about an event that has the characteristics of an insurance incident.

3. TERMS AND SCOPE OF THE CONTRACT. PROCEDURE FOR AMENDMENTS AND TERMINATION OF THE CONTRACT.

- 3.1. The insurance contract shall be concluded no later than 24 (twenty-four) hours before the start date of the trip and shall come into effect on the day the Insured/Insured Person commences the trip, but in any case only after the payment of the insurance premium.
- 3.2. The fact of conclusion of the insurance contract shall be evidenced by an Electronic Insurance Contract (hereinafter referred to as the **Policy**), which is generated electronically based on the data provided by the Client for the conclusion of the insurance contract.
- 3.3. The insurance contract shall terminate on the day of arrival of the flight at the destination specified in the Policy. In the event of cancellation of the flight specified in the Policy, the contract shall terminate on the day the Insurer fully pays the insurance compensation as provided for in the terms of the insurance contract.
- 3.4. The territory of the insurance contract is **worldwide**.
- 3.5. Exceptions to the territory of the contract are:
 - 3.5.1. Certain areas (administrative-territorial units) of countries in the world where military actions/conflicts occur at the time of the insured event;
 - 3.5.2. Territories of settlements not under effective control of the authorities of Ukraine, territories of military or armed conflict, or any areas controlled by terrorists, illegal armed formations, armed forces of the Russian Federation, territories of settlements where the authorities of Ukraine temporarily do not exercise their powers (the Autonomous Republic of Crimea and the city of Sevastopol).
 - 3.5.3. Territories of Belarus, the Russian Federation.
- 3.6. The contract shall terminate and cease to be effective with the mutual consent of the parties, as well as in the event of:
 - 3.6.1. expiration of the contract term specified in the Policy;
 - 3.6.2. fulfillment by the Insurer of obligations to the Insured Person in full;
 - 3.6.3. liquidation of the Insurer - a legal entity or death of the Insurer - a natural person or loss of their legal capacity, except in cases provided for in Articles 22, 23, and 24 of the Law of Ukraine "On Insurance";
 - 3.6.4. liquidation of the Insurer in the manner established by the legislation of Ukraine;
 - 3.6.5. adoption of a court decision declaring the insurance contract null and void;

3.6.6. in other cases provided for by the current legislation of Ukraine.

3.7. The validity of the insurance contract may be terminated prematurely at the request of the Insurer or the Insured. Any party intending to terminate the insurance contract prematurely shall notify the other party no later than 20 days prior to the termination date of the insurance contract.

3.8. In the event of premature termination of the insurance contract at the request of the Insured, the Insurer shall refund the insurance premiums for the remaining period until the expiration of the contract. In this case, the refund amount is calculated as the difference between the insurance premium for the terminating contract and the value of the contract for the period from the date of the contract conclusion to the date of termination. From the refund amount, administrative expenses for handling the case in the amount of 40%, actual payments of insurance sums and insurance compensations made under this insurance contract (but not exceeding the limits specified in the Insurance Rules) shall be deducted. If the Insured's request is due to the Insurer's breach of the terms of the Insurance Contract, the Insurer shall fully refund the insurance premiums paid by the Insured.

3.9. In the event of premature termination of the insurance contract at the request of the Insurer, the Insured shall be fully refunded the insurance premiums paid by them. If the Insurer's request is due to the Insured's failure to fulfill the terms of the insurance contract, the Insurer shall refund the insurance premiums for the remaining period until the expiration of the contract. In this case, the refund amount is calculated as the difference between the insurance premium for the terminating contract and the value of the contract for the period from the date of the contract conclusion to the date of termination. From the refund amount, administrative expenses for handling the case in the amount of 40%, actual payments of insurance sums and insurance compensations made under this insurance contract (but not exceeding the limits specified in the Insurance Rules) shall be deducted.

3.10. Changes and amendments to the insurance contract can only be made by agreement of the parties, which shall be formalized by an additional agreement to such contract and shall be an integral part thereof.

4. INSURED AMOUNT, INSURANCE TARIFF, INSURANCE PAYMENT AND TERMS OF PAYMENT, DEDUCTIBLE

4.1. The insurance program, the amount of insurance coverage, and additional options are chosen by the Insured when accepting the Offer and are specified in the Policy. The Insured may enter into an insurance contract under the following programs:

Tariff Name	Flight/Travel delay from 2 to 4 hours	Flight/Travel delay from 4 to 8 hours	Flight/Travel delay more than 8 hours or its cancellation
Insurance Amount	100\$	200\$	500\$
Insurance Tariff	5,00\$	12,5\$	25,00\$
Services covered by the insurance amount	<ul style="list-style-type: none"> □ Reimbursement of expenses for staying in the airport lounge; □ Reimbursement of taxi expenses in case of flight delay. Uber promo code \$10. 	<ul style="list-style-type: none"> □ Reimbursement of expenses for staying in the airport lounge; □ Reimbursement of taxi expenses in case of flight delay. Uber promo code \$10; □ Compensation for the cost of hotel accommodation (1 night). 	<ul style="list-style-type: none"> □ Reimbursement of expenses for staying in the airport lounge; □ Reimbursement of taxi expenses in case of flight delay. Uber promo code \$10; □ Compensation for the cost of hotel accommodation (1 night); □ Reissue of business trip for acquiring new travel documents.
Exceptions	The insurance contract does not apply to charter flights		

4.2. The insurance payment (premium) is paid by the Insured to the account of the Insurer or Insurance Agent, in case the Insured expresses the desire to join this Contract. The amount of the insurance payment depends on the tariff chosen by the Insured and is reflected on the Insurer's website after the Insured selects the insurance tariff and additional options.

4.3. The parties agreed that the specific amount of the insurance tariff, insurance coverage, and franchise will be determined in the Policy.

4.4. If the paid Insurance indemnity turns out to be less than the amount of the Insurance coverage determined by the insurance tariff in the event of an Insurance case, then after the payment, the Insurance contract continues to be in effect and the Insurance coverage decreases by the amount of the insurance indemnity paid.

5. INSURANCE CASES

5.1. Insured cases under this Contract and Insurance Rules shall include the impossibility for the Insured to timely undertake a trip or journey due to a sudden, unintentional, and independent event that occurs after the conclusion of the Insurance Contract and less than 24 hours before the start of the trip or journey, namely as a result of:

5.1.1. Trip or journey delay for a period of 2 to 4 hours;

5.1.2. Trip or journey delay for a period of 4 to 8 hours;

5.1.3. Trip or journey delay for more than 8 hours or trip cancellation. However:

- Changes made by the carrier to the departure date/time, if such a decision was made by the Carrier earlier than 24 hours before the flight departure time, do not fall under the term "Trip or journey delay". If the Carrier has decided to reschedule the trip to another time/date as stated in the Policy, the Insured has the right, at their discretion, to either terminate the Insurance Contract prematurely and receive the insurance payment in full or insure the rescheduled trip for the new time/date. Termination of the Insurance Contract in such a case is possible no later than 12 (twelve) hours before the specified travel time stated in the Policy
- The term "Flight cancellation" does not include flight cancellation by the Carrier earlier than 24 hours before the scheduled departure time. In the event of flight cancellation by the Carrier earlier than 24 hours before the scheduled departure time, the Insured shall be refunded the insurance payment in full.

5.2. The following events are not considered insured cases under the terms of the Insurance Contract:

5.2.1. Cancellation of the trip or journey at the initiative of the Insured Person;

5.2.2. The Insured Person is late for a plane, train, ship, or bus regardless of the reasons for such delay;

5.2.3. Trip cancellation due to the bankruptcy or insolvency of the airline.

6. RIGHTS AND OBLIGATIONS OF PARTIES

6.1. Obligations of the Insurer:

6.1.1. Familiarize the Policyholder with the Insurance Rules and Terms by providing free access to them, specifically by posting them on the Insurer's website at:

https://ekta.insure/wp-content/uploads/documents/terms_insurance_flight_delay_or_cancellation_EN_15.08.2023.pdf;

6.1.2. Within 5 (five) business days from the receipt of the Policyholder's claim for insurance compensation, take measures to complete all necessary documents for timely payment of the insurance compensation;

6.1.3. Make the insurance payment in accordance with the terms of the Insurance Agreement and within the specified timeframe in the event of an insurance event. The Insurer shall bear financial liability for untimely payment of the insurance compensation by paying the Policyholder a penalty of 0.01% of the amount due for each day of delay, but not exceeding 10% of the insurance compensation amount;

6.1.4. If there are justified reasons, notify the Policyholder in writing of the refusal to make the insurance payment within 5 business days after making the decision.

6.2. Obligations of the Insured:

6.2.1. Timely pay the insurance premium;

6.2.2. When concluding this Agreement, provide the Insurer with information on all known circumstances that are significant for assessing the insurance risk, and subsequently inform them of any changes to the insurance risk. Before entering into the Insurance Agreement, provide the Insurer with a copy of the purchased ticket upon their request;

6.2.3. Notify the Insurer of any other existing insurance agreements regarding the subject of insurance under this Agreement;

6.2.4. Take measures to prevent and reduce losses caused by the occurrence of an insured event;

6.2.5. Inform the Insurer of the occurrence of an insured event within the deadlines and procedures provided in the Rules and this Insurance Agreement;

6.2.6. To resolve the issue of making an insurance payment, provide the Insurer with the documents specified in clause 7.3 of the Insurance Agreement. The obligations of the Insured under the Insurance Agreement, in addition to the obligation to pay the insurance premium, also apply to the Insured Person. Failure by the Insured Person to fulfill

these obligations has the same consequences as failure by the Insured themselves.

6.3. The insurer has the right to:

- 6.3.1. Request the Insured to provide necessary information that is significant for assessing the extent of the insurance risk. When entering into an insurance contract, request the Insured to provide a copy of the reservation (ticket) confirming the intention to travel and the expenses incurred in purchasing the said ticket. The insurer has the right to refuse to accept the travel insurance without explaining the reasons and to refund the full payment received from the Insured within two calendar days, excluding working days, but no later than 2 (two) days before the start of the trip;
- 6.3.2. If necessary, make inquiries about information related to the insurance event to law enforcement agencies, banks, medical institutions, and other enterprises, institutions, and organizations that possess information about the circumstances of the insurance event, as well as independently establish the causes and circumstances of the insurance event - conduct an investigation into the causes and circumstances of the event falling under the characteristics of an insurance event.
- 6.3.3. Verify the information provided by the Insured.
- 6.3.4. Refuse to make an insurance payment in cases provided for in section 8 of the Insurance contract.
- 6.3.5. Request the Insured to refund the insurance payment if circumstances specified in section 8 of the Insurance contract become known after the payment has been made.
- 6.3.6. Terminate the Insurance contract ahead of schedule in the manner provided for in the Insurance contract.
- 6.3.7. In case there are reasons to doubt the reasonableness (legality) of making an insurance payment, postpone it until confirmation or refutation of these reasons by the relevant authorities for a period not exceeding 3 (three) months.
- 6.3.8. Postpone the payment of insurance compensation if a criminal case is being conducted or a judicial process has been initiated regarding the factual circumstance that caused the insurance event. The payment of insurance compensation is postponed until the completion of the investigation and court proceedings or establishment of the innocence of the Insured (Insured Person).

6.4. The policyholder has the right to:

- 6.4.1. Terminate the insurance contract in advance in the manner provided by its conditions;
- 6.4.2. Enter into insurance contracts for third parties (insured persons) with the consent of the insurer;
- 6.4.3. Challenge the insurer's refusal to make an insurance payment in court;
- 6.4.4. Demand that the insurer make an insurance payment in the manner and amount provided by the terms of the insurance contract in the event of an insurance event;
- 6.4.5. Obtain a duplicate of the insurance contract in case of its loss during the term of the contract, and submit a written request to the insurer for the issuance of such duplicate.

7. PROCEDURE OF INSURANCE COMPENSATION PAYMENT

7.1. In the event of an occurrence that meets the criteria of an insurance case, the Insured or the Insured Person must inform the Insurer of the occurrence of the insurance case within 24 (twenty-four) hours from the moment of its occurrence, using any convenient method.

7.2. Within 5 (five) calendar days from the occurrence of an event that meets the criteria of an insurance case, the Insured must notify the Insurer in writing by submitting a statement about the occurrence of the insurance case. The statement should indicate the nature and circumstances of the event that meets the criteria of an insurance case. The submission of a written statement is not obligatory if the Insurer settles the event and makes an insurance payment before the expiration of 5 (five) calendar days from the occurrence of the event, and the amount of the payment is not disputed by the Insured.

7.3. The following documents must be attached to the application for insurance compensation, depending on the circumstances of the insurance case:

- 7.3.1. This Agreement (at the request of the Insurer);
- 7.3.2. A document identifying the recipient of the insurance compensation (at the request of the Insurer);
- 7.3.3. A copy or scanned version of the ticket;

7.3.4. Statements (certificates) from a bank, financial institution, or carrier regarding the amount of money refunded due to trip cancellation, or a letter from the carrier refusing to refund the money;

7.3.5. A copy of the inheritance certificate (for the Insured's heir);

7.3.6. Other documents upon a reasonable written request of the Insurer regarding the fact, circumstances, causes of the insurance case, the extent of the damage caused, and the property interest of the person receiving the insurance compensation.

7.4. If the insurance case occurred abroad, certificates from competent authorities must be translated into Ukrainian or English and the translation must be legalized.

7.5. In the event of an insurance case, the insurance compensation is paid in the amounts specified in clause 4.1 of the Insurance Agreement, based on the insurance rate selected by the Insured.

7.6. If the insurance amount specified in clause 4.1 of the Insurance Agreement exceeds the actual value of the insured trip, the actual value of the insured trip is taken into account when calculating the insurance compensation. In this case, any insurance payment exceeding the actual value of the insured trip shall not be subject to refund.

7.7. The Insurer, within 5 (five) working days from the receipt of the application for insurance compensation and the documents provided for in clause 7.3 of the Insurance Agreement, makes a decision to provide or refuse to provide the insurance compensation, which is formalized by an Insurance Act.

7.8. In case of a decision to provide insurance compensation, it is paid by the Insurer to the Insured/Insured Person within 3 (three) banking days from the moment of formalizing the insurance act. The insurance compensation is paid to the account specified in the application for the payment of the insurance compensation. If the Insured Person is a minor, the insurance compensation is paid to their legal representatives (guardians).

7.9. After making a 100% insurance payment, this Agreement terminates from the moment the specified amount is debited from the Insurer's settlement account.

7.10. After the payment of the insurance compensation, the Insurer acquires the right of claim within the scope of the actual payment, which the Insured has against the person responsible for the incurred loss.

8. GROUNDS FOR REFUSAL OF INSURANCE PAYMENT

8.1. The grounds for the insurer to refuse the insurance payment are:

8.1.1. Intentional actions of the policyholder or the person for whose benefit this Agreement is concluded, aimed at causing an insured event. This provision does not apply to actions related to the performance of their civil or official duty in a state of necessary defense (without exceeding its limits) or the protection of property, life, health, honor, dignity, and business reputation. The qualification of the actions of the policyholder or the person for whose benefit this Agreement is concluded is determined in accordance with the current legislation of Ukraine;

8.1.2. Cancellation of a trip (journey) at the initiative of the policyholder/insured person;

8.1.3. The policyholder/insured person is late to the airport, regardless of the reasons for being late.

8.1.4. Commission by the policyholder-physical person or another person for whose benefit the insurance contract is concluded, of an intentional crime that led to an insured event.

8.1.5. Submission by the policyholder of knowingly false information about the subject of the insurance contract or the occurrence of an insured event.

8.1.6. Obstruction by the insurer in determining the circumstances, nature, and amount of damage.

8.1.7. Failure of the policyholder (insured person) to provide the documents specified in clause 7.3 of this Agreement upon the insurer's demand;

8.1.8. Postponement of a trip (journey) to another time without changing the direction of travel and/or the cost of the trip within the terms specified in clause 5.1 of the Agreement;

8.1.9. Other cases provided by the legislation of Ukraine.

8.2. The following events resulting in losses suffered by the policyholder/insured person are not recognized as insured cases which took place:

8.2.1. Before the effective date of the insurance contract;

8.2.2. After the termination of the insurance contract;

8.2.3. As a result of the insured person's commission or attempted commission of illegal actions;

8.2.4. As a result of suicide or attempted suicide by the insured person.

9. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION PROCEDURE

9.1 Disputes arising between the parties shall be resolved through negotiations, and in the event of failure to reach an agreement - in accordance with the legislation.

9.2 In case of non-performance or improper performance of obligations under this Agreement, the Parties shall be held liable in accordance with the law.

9.3 The insurer shall bear financial liability for delayed payment of insurance compensation by paying the Insured a penalty (fine) amounting to 0.01% for each day of delay, but not exceeding 10% of the amount of insurance payment.

9.4 The Parties have agreed that in the event of a judicial dispute between them regarding the refusal to pay insurance compensation and/or recognition of the event as an insurance case and/or the amount of insurance compensation and/or the deadlines for the Insurer to make a decision regarding the claimed event (in case the lawsuit is filed before the Insurer's decision on the claimed event has been made and became legally binding), no penalties or other sanctions provided by the current legislation of Ukraine (inflation adjustments, fines, 3% per annum, etc.) shall be charged for improper performance of obligations during the period from the date of receipt of the lawsuit to the entry into force of the court decision.

9.5 The Parties have agreed that exclusively the penalty provided for in the terms of this Agreement shall be applied to legal relations under this Agreement, and no penalty provided for by the Law of Ukraine "On Consumer Rights Protection" or other laws shall be applied.

10. FORCE MAJEURE CIRCUMSTANCES

10.1. The parties shall be released from liability for full or partial non-performance of their obligations under this Agreement if such non-performance is a result of force majeure circumstances that occurred during the term of this Agreement.

10.2. For the purposes of this Agreement, the term 'force majeure circumstances' refers to extraordinary events or circumstances that could not have been foreseen and/or prevented by the parties using available means, including but not limited to the threat of war, armed conflict or serious threat of such conflict, including but not limited to hostile attacks, blockades, military embargoes, actions of foreign enemies, general military mobilization, military actions, declared and undeclared war, actions of a public enemy, riots, acts of terrorism, sabotage, piracy, disorder, invasion, blockade, revolution, coup d'état, rebellion, mass unrest, curfew, expropriation, forced eviction, seizure of enterprises, requisition, public demonstrations, blockade, strike, accident, unlawful acts of third parties, epidemics, quarantine, fire, explosion, prolonged interruptions in transportation, as regulated by the terms of respective decisions and acts of state authorities, closure of sea straits, embargoes, prohibitions (restrictions) on export/import, any prohibition or restriction on monetary transactions by the National Bank of Ukraine, as well as extraordinary weather conditions and natural disasters, including but not limited to severe storms, cyclones, hurricanes, tornadoes, thunderstorms, floods, snow accumulation, ice, hail, freezing of the sea, straits, ports, passes, earthquakes, lightning, fire, drought, subsidence and landslides, and other natural disasters.

10.3. A party that is unable to properly perform its obligations under this Agreement due to force majeure circumstances must promptly, but no later than 3 (three) business days after becoming aware of the impact of such force majeure circumstances and their consequences, notify the other party in writing about the force majeure circumstances and their impact on the performance of the obligations under the Agreement. The Insurer/Insured Person's notification of the occurrence or termination of force majeure circumstances on the Insurer's website <https://ekta.insure/> shall be considered proper notification.

10.4. In the event that such notification is not provided, the party that failed to perform its obligations shall be fully responsible for the damages caused to the other party.

10.5. After the termination of force majeure circumstances, the party that was unable to properly perform its obligations under the Agreement due to such circumstances shall notify the other party of the termination of the force majeure circumstances.

10.6. Proof of the existence of force majeure circumstances and their duration shall be provided by appropriate documents issued by the Chamber of Commerce and Industry of Ukraine.

10.7. In the event of the occurrence of force majeure circumstances, the performance of the parties' obligations under this Agreement shall be suspended for the period of existence of such circumstances.

10.8. If force majeure circumstances continue for more than 30 (thirty) calendar days, each party shall have the unilateral right to terminate the Agreement by notifying the other party in writing at least 10 (ten) days prior to the termination date.

11. FINAL PROVISIONS

11.1. This contract is concluded in two (2) copies in the Ukrainian language, both having equal legal force, one copy for each Party. Prior to signing the Agreement, the Insured has familiarized themselves with and agreed to its terms and Conditions. All notifications shall be deemed properly made if they are sent by registered mail, facsimile with delivery confirmation, or couriered.

11.2. The Insured confirms that the address stated in the Agreement is correct and that all correspondence sent by the Insurer to such address shall be deemed received by the Insured. The Insured is obligated to notify any change of address (location) within 3 (three) business days from the date of such change during the term of the Agreement.

11.3. By signing the Agreement, the Insured provides consent to the Insurer for the fixation and recording of information received from the Insured (Lessee) (including telephone conversations) that was provided for the purpose of fulfilling obligations under the Agreement, as well as its use by either Party to resolve disputes or as evidence in courts or by state supervisory or law enforcement authorities.

11.4. By signing this Agreement, the Insured confirms:

- 11.5.1. receipt of notification regarding the inclusion of their personal data in the Insurer's personal database "CLIENTS."
- 11.5.2. consent to the processing by the Insurer (collection, registration, accumulation, storage, adaptation, modification, renewal, use, dissemination, distribution, implementation, transmission), depersonalization, and destruction of their personal data for the purpose of ensuring the fulfillment of obligations arising from the concluded Agreement, for the purpose of compiling statistical data, as well as for the purpose of organizing postal mailings, SMS and Viber messages, and emailings to the address of the Insured for the purpose of providing information about the fulfillment of the Agreement, for marketing purposes, and the transmission of informational and promotional messages about the services of the Insurer.
- 11.5.3. receipt of notification of the rights of the data subject according to the Law of Ukraine "On Personal Data Protection."
- 11.5.4. receipt of written consent from the Beneficiary regarding the processing of their personal data by the Insurer and notifying the Beneficiary about the scope and purpose for which personal data will be processed, individuals to whom such data will be transferred, and the rights defined by the Law of Ukraine "On Personal Data Protection."
- 11.5.5. acceptance of all the terms of the Agreement (general part) and confirms that they have familiarized themselves with this part of the Agreement.

11.5. By signing this insurance Agreement, the Insured confirms that they were provided with additional information by the Insurer as stipulated in Article 12 of the Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets" before concluding this insurance Agreement.

11.6. According to Articles 6, 207, and 627 of the Civil Code of Ukraine, when entering into an insurance agreement, the Insurer and the Insured may use a facsimile reproduction of the signature of the person authorized to sign such agreements, as well as a reproduction of the seal made by technical printing devices.

11.7. The Agreement/Terms of insurance have been read by the Parties, correspond to their intentions and achieved agreements, which is confirmed by the signatures of the authorized representatives of the Parties acting in full compliance with the powers granted to them and with a full understanding of the content of the Agreement/Terms of insurance.

11.8. By signing the individual part of the Agreement, the Insured confirms that they have been acquainted with and agree to the Terms of the insurance Agreement and Rules.

11.9. Insurance terms not indicated in the Agreement are regulated by the Rules and Law. In case of discrepancies between the Rules and the terms of the Agreement, the terms stated in the Agreement shall have priority.

APPROVED

Director
ALC "IC "EKTA"




V.V. Spazhuk