Draft agreement on the sale of the seized asset

(yacht) ROYAL ROMANCE, built in 2015 (IMO number: 1012268)

**Agreement No. \_\_\_\_\_\_\_\_\_\_\_\_\_**

Kyiv \_\_\_\_ \_\_\_\_\_\_\_\_\_\_ 2024

**The National Agency of Ukraine for finding, tracing and management of assets derived from corruption and other crimes** (hereinafter referred to as the Customer), represented by **the Head** of National Agency of Ukraine for finding, tracing and management of assets derived from corruption and other crimes, **Olena Duma,** which acts on the basis of the Regulation on National Agency of Ukraine for finding, tracing and management of assets derived from corruption and other crimes, approved by Resolution of the Cabinet of Ministers of Ukraine dated 11.07.2018 No. 613, Decree of the Cabinet of Ministers of Ukraine dated 30.06.2023 No. 579-р On the appointment of Olena Duma as the Head of the National Agency of Ukraine for finding, tracing and management of assets derived from corruption and other crimes", on the one side, and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter - the Organizer), ( (full name of the Organizer)

in person **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

(surname, first name, patronymic of the manager)

which (a) acts on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_, on the other side (hereinafter collectively referred to as the Parties, and each separately as a Party) have entered into this Agreement (hereinafter referred to as the Agreement) on the following.

In this Agreement, the following terms are used in the following meaning:

**assets**: property seized in criminal proceedings, transferred to the ARMA in the form of movable property located abroad (outside the customs territory of Ukraine) for sale without the owner's consent by decision of the investigating judge or court (decision of the investigating judge of the Lychakiv District Court of Lviv dated 16. 03.2022 in case No. 463/1712/22; decision of the investigating judge of the Lychakiv District Court of Lviv dated 11.04.2022 in case No. 463/1712/22; decision of the District Court of Split, Republic of Croatia, dated 23.05.2022 No. Kir-414/2022, decision of the District Court of Split, Republic of Croatia, dated 26.05.2022 No. Kv-II-220/2022);

**electronic auctions** - a method of asset sale, whereby the winner is the bidder who offered the highest price during the auction in the electronic bidding system (hereinafter referred to as the EBS), taking into account the requirements of the legislation of Ukraine, the legislation of the countries in which the property to be sold is located, the terms of this Agreement and the Rules of Electronic Bidding of the Organizer;

**organizer** - a legal entity entitled to conduct electronic bidding in the electronic bidding system, selected in accordance with the Procedure for the selection on a competitive basis of legal entities engaged in the sale of seized assets, approved by the Resolution of the Cabinet of Ministers of Ukraine No. 558 dated 09.08.2017 (as amended by the Resolution of the Cabinet of Ministers of Ukraine No. 1250 dated 14.11.2023), and undertakes to comply with all requirements of the said regulations during the preparation and conduct of bidding for the sale of the seized asset.

**user** - any individual or legal entity registered in the EBS and intending to participate in an electronic auction (potential buyer);

**starting price of the asset** - the value of the asset reflected in the auction announcement;

**asset valuation -** is a valuation of assets (property) by a valuation entity or on the basis of another document reflecting the results of an asset valuation, confirming the valuation of an asset, issued in accordance with the requirements of the legislation of the country in which the property to be sold is located. Type of value of assets (property) to be determined: market value;

**participant** - an individual (including an individual entrepreneur) or a legal entity represented by an authorized representative who has expressed an intention to participate in an electronic auction, paid the registration and guarantee fees, passed the registration procedure for participation in an electronic auction, received the relevant registration confirmation and an individual Participant code;

**asset sale price** - the actual amount of money for which the asset was sold (realized).

Other terms and abbreviations used in the Agreement shall have the meaning defined in the Law of Ukraine "On the National Agency of Ukraine for finding, tracing and management of assets derived from corruption and other crimes" (hereinafter - the Law), Resolution of the Cabinet of Ministers of Ukraine "On Approval of the Procedure for Sale of Seized Assets at Electronic Auctions" dated 27. 09.2017 No. 719 (hereinafter - the Procedure), the Rules of Electronic Bidding, which are determined by the Organizer and are an integral part of the Agreement (Appendix 1), in accordance with the terms of the Agreement concluded between the Organizer and ARMA.

1. **Subject of the Agreement**

1.1. The Organizer undertakes to ensure the organization of the sale of the seized asset at electronic bidding and to take measures necessary for the sale of the asset, in particular, to ensure storage, valuation, movement, display, dissemination of information about the asset transferred for sale (hereinafter referred to as the Services), to the extent and on the terms and conditions specified in this Agreement.

Services shall be provided in respect of the asset specified in the Specification (Appendix 2), which is an integral part of the Agreement.

1.2. ARMA's application for transfer of the asset to the Organizer for sale at electronic auction (hereinafter - the Application) is the basis for organizing the sale of the asset at the first, repeated electronic auction, including the implementation of measures necessary for the sale of assets and is submitted to the Organizer.

The first auction shall be held within 15 days from the date of receipt of the Application from the Customer by the Organizer.

A draft asset sale and purchase Agreement between ARMA and the successful bidder shall be attached to the Application (if the legislation of the state in which the electronic auction is held provides for the conclusion of such agreement).

1. **Rights and obligations of the Parties**

**2.1. The customer is obliged to:**

2.1.1. Provide information and documents (if available) about the asset;

2.1.2. Upon completion of the electronic bidding, verify the application for participation in the electronic bidding together with the attached documents and information of the successful bidder and, if one of the grounds provided for in paragraph three of clause 30 of the Procedure is present, make a decision to refuse to sign the protocol on the results of the electronic bidding, the asset sale and purchase agreement, which shall be published on the official ARMA website and in other ways provided for by the Rules of Electronic Bidding no later than the next business day after the date of its adoption;

2.1.3. Upon completion of electronic bidding, sign the protocol on the results of electronic bidding after the winner and the Organizer, but provided that there are no grounds for deciding not to sign the protocol of electronic bidding and if such condition is specified in the Rules of Electronic Bidding;

2.1.4. Sign the asset purchase and sale agreement on the next business day after it is received from the successful bidder, but not before the funds for the purchased asset are transferred to the Customer's account specified in the electronic bidding protocol, after which it is published on the official ARMA website, if such a condition is specified in the Rules of Electronic Bidding;

2.1.5. Upon receipt of funds for the purchased asset to the Customer's account specified in the electronic bidding protocol, within three business days, draw up an act on the sale of assets at electronic bidding, which shall be signed by the head of the independent structural unit responsible for organizing the implementation of the state policy in the field of asset management and the Head of ARMA or his deputy in accordance with the division of responsibilities;

2.1.6. Sign the asset sale and purchase agreement on the next business day after it is received from the successful bidder, but not before the funds for the purchased lot are transferred to the Customer's account specified in the electronic bidding protocol and publish it on the ARMA official website and in other ways provided for by the Rules of Electronic Bidding.

**2.2. The customer has the right to:**

2.2.1. Receive information about the progress of electronic biddings;

2.2.2. Correct the errors/descriptions in the Application before the electronic biddings are held;

2.2.3. To cancel the electronic bidding before it is held in case of receipt of information and documents indicating that the starting price of the asset, determined on the basis of the asset valuation report or a document confirming the valuation of the asset issued in accordance with the requirements of the legislation of the country in which the property to be sold is located, prepared by the order of the Bidding Organizer, does not correspond to the actual market value of the asset, as well as on other grounds determined by law;

2.2.4. Cancel electronic bidding before the bidding is held in case of cancellation of asset seizure or confiscation, special confiscation, or other court decision on their recovery for the state's revenue;

2.2.5. Cancel electronic bidding in cases provided for by the legislation of Ukraine and/or taking into account the requirements of the legislation of the countries in which the property to be sold is located;

2.2.6. Receive information in any form to ensure the organization of the sale of the seized asset at electronic auctions and the implementation of measures necessary for the sale of the asset, including storage, valuation of the asset, movement of the asset, demonstration of the asset, dissemination of information about the asset transferred for sale;

2.2.7. To recommend that the Organizer ensure the dissemination of information about the asset transferred for sale by posting information on ARMA's websites, social media, etc.;

2.2.8. Terminate the Agreement by unilaterally withdrawing from the Agreement in full in case of failure to fulfill the obligations of the Organizer specified in clause 3.3. of this Agreement.

**2.3. The organizer is obliged to:**

2.3.1. Immediately consider the ARMA Application and ensure the organization of the sale of the seized asset at an electronic bidding and the implementation of measures necessary for the sale of the asset, including storage, valuation of assets, movement of the asset, demonstration of the asset, dissemination of information about the asset transferred for sale;

2.3.2. Prepare organizational and methodological materials for participants;

2.3.3. Conduct an asset appraisal to determine the starting price of the asset;

2.3.4. Ensure independent assessment of the market value of the asset and review of the asset valuation report;

2.3.5. Organize the sale of the seized asset at electronic bidding (first, repeated electronic bidding) in accordance with the terms of the Agreement, taking into account the peculiarities of the Procedure and taking into account the requirements of the legislation of the country in which the property to be sold is located, the Rules of Electronic Bidding;

2.3.6. Independently and free of charge publish in the electronic bidding system the announcement of the bidding (entering information about the asset), which shall contain the provisions specified in clause 7 of the Procedure, based on the received Application from the Customer and the Rules of Electronic Bidding;

2.3.7. Ensure equal access to information on electronic bidding for all users on a free of charge basis, including the ability to monitor the course of bidding in real-time interactive mode;

2.3.8. Ensure distribution of the bidding announcement in Ukraine and abroad by posting it on its own website, in the media or social networks, as well as on specialized websites for the sale of property, etc. according to the list agreed with the Customer. The expediency of taking the measures specified in this clause shall be determined by the Organizer with the obligatory notification of the Customer;

2.3.9. Not to demand from the potential buyer other documents and information than those provided for by the Procedure, namely, the documents specified in clause 11 of the Procedure shall be attached to the application for participation in the electronic bidding;

2.3.10. Post instructions in the EBS with detailed information on the use of the EBS, description of the registration conditions and the mechanism for uploading documents for participation in electronic bidding. The instructions shall be posted in Ukrainian and duplicated in English or other languages;

2.3.11. Ensure acceptance of applications for participation in electronic bidding, other applications required by law, and electronic copies of documents from persons intending to participate in the electronic auction;

2.3.12. Upon completion of the electronic bidding, verify the application for participation in the electronic bidding together with the attached documents and information of the successful bidder and, in case of one of the grounds provided for in paragraph three of clause 30 of the Procedure, make a decision, upon agreement with the Customer, to refuse to sign the protocol on the results of the electronic bidding, the asset purchase and sale Agreement, which shall be published on the official ARMA website and in other ways provided for by the Rules no later than the next business day after the date of its adoption;

2.3.13. to agree on the costs with the Customer, which are specified in clause 3.3. of this Agreement;

2.3.14. After the Customer signs the asset sale and purchase agreement, ensure the transfer of the asset to the successful bidder;

2.3.15. Provide the Customer with an asset appraisal report or a document confirming the asset appraisal issued in accordance with the requirements of the legislation of the country in which the property to be sold is located and/or in accordance with the legislation of the countries with the best international practices in the field of yacht sales under the act of acceptance - transfer;

2.3.16. Hold the first bidding within 15 days from the date of receipt of the Application from the Customer.

**2.4. The Organizer has the right to:**

2.4.1. Receive comprehensive and reliable information from the Customer about the assets transferred for sale at the electronic auction and/or obtain it from the sources available to the Organizer;

2.4.2. Take additional measures to disseminate the announcement (in particular, publish announcements about the bidding in other sources of information, including in the media or on specialized websites for the sale of property, etc;);

2.4.3. To cancel the electronic auction before the auction solely on the basis of the relevant decision of the Organizer of the auction, in agreement with the Customer, or the Customer. After the electronic auction is held, the Organizer shall be entitled to cancel the electronic auction only in case of termination of the statutory grounds for the asset sale based on the respective decision of the Customer;

2.4.4. For the remuneration paid by the winner of the electronic auction.

**3. The amount of the Organizer's remuneration,**

**expenses for the implementation of measures necessary for the sale of assets**

3.1. The Organizer's remuneration ranges from 0.1 percent to 15 percent of the asset's sale price (including value added tax).

The Organizer's remuneration shall be set as a percentage of the actual sale price of the asset determined by the results of the electronic auction and shall not be offset against the funds that the winner of the electronic auction shall transfer for the purchased asset to the Customer's account.

*\** the amount of the Organizer's remuneration is indicated in accordance with the proposed price offer for the amount of the participant's remuneration for organizing the sale of assets, which is determined as a percentage of the value of the assets to be sold and the selected winner of the competition (organizer) in accordance with the Procedure for selecting legal entities that carry out the sale of seized assets on a competitive basis, approved by the Resolution of the Cabinet of Ministers of Ukraine dated 09.08.2017 No. 558

3.2. The amount of the Organizer's remuneration may not include the costs of taking measures necessary to prepare for the electronic bidding for the sale of the relevant assets. In this case, such expenses shall be additionally reimbursed by the successful bidder, taking into account the requirements of the legislation of the state in which the relevant assets are located, upon prior approval of the Customer.

3.3. In order to ensure the fulfillment of obligations under this Agreement, the Organizer, in case of necessity to access the asset and/or organize the sale of the seized asset at electronic auctions, shall ensure obtaining a certificate of the right to sail under the State Flag, a certificate of minimum safe crew composition, etc. By agreement of the Parties, the Customer shall perform the necessary actions provided for in this clause, providing access to the asset and making the necessary payments by the Organizer.

 The costs specified in clause 3.3. of this Agreement shall be subject to prior approval by the Customer and the Organizer shall be additionally reimbursed by the successful bidder.

3.4. Electronic bidding is conducted with a reserve price below which the asset cannot be sold, in particular, determined not less than the insured amount of the asset and/or the appraised value made by the Organizer.

3.5. In case of failure to sell the asset based on the results of the first, repeated electronic auction within three months, the electronic auction shall be deemed to have failed, and the asset shall be returned to the Customer. In this case, the Organizer's expenses for taking measures necessary for the asset realization shall not be compensated.

3.6. Expenses related to the storage and forwarding of things and documents shall be paid by the State Budget of Ukraine in accordance with the procedure established by the Cabinet of Ministers of Ukraine.

**4. Term of the Agreement, amendments and termination of the Agreement**

4.1. Issues related to conducting electronic auctions for the sale of assets that are not regulated by this Procedure shall be regulated by the Rules of Electronic Bidding, which shall be determined by the organizer in accordance with the terms of the agreement concluded between the Organizer and the Customer.

4.2. The terms and conditions of the service agreement specified in the Organizer's application for participation in the competition for the selection of legal entities to carry out the sale of the asset shall be valid in the part agreed by the Customer.

4.3. The Agreement shall enter into force from the date of signing by the Parties and shall be valid for three months from the date of the results of the first, repeated electronic bidding, and in terms of the obligations that remain unfulfilled, until their full fulfillment by the Parties.

4.4. The expiration of the Agreement shall not relieve the Parties from liability for its violation that occurred during the term of the Agreement.

**5. Responsibility of the Parties and dispute settlement procedure**

5.1. The Parties undertake to resolve any dispute through negotiations and in a pre-trial procedure.

5.2. In case of impossibility to resolve the dispute through negotiations and pre-trial proceedings, the dispute may be referred to the courts of Ukraine for resolution in a judicial procedure and jurisdiction.

5.3. The content of this Agreement (the transaction as a whole) shall be governed by the law of Ukraine, which is chosen by the Parties by agreement.

5.4. The Parties have agreed that the interpretation of norms and concepts shall be carried out in accordance with the law of Ukraine.

5.5. On all matters not provided for in the Agreement, the Parties shall be governed by the laws of Ukraine and the laws of Ukraine shall apply to this Agreement.

 **6.** **Force majeure (circumstances of insuperable force)**

6.1. A Party shall be released from liability for breach of an obligation (non-performance or improper performance of an obligation under the Agreement) if the Party to the Agreement proves that such breach occurred as a result of force majeure (circumstances of insuperable force).

6.2. Force majeure circumstances (circumstances of insuperable force) are extraordinary and unavoidable circumstances that objectively make it impossible to fulfill the obligations stipulated by the terms of the Agreement, obligations under legislative and other regulations, namely Threat of war, armed conflict or serious threat of such conflict, including but not limited to enemy attacks, blockades, military embargoes, actions of a foreign enemy, general military mobilization, military actions, declared and undeclared war, acts of public enemy, riots, acts of terrorism, sabotage, piracy, riots, invasion, blockade, revolution, insurrection, rebellion, fire, explosion, as well as those caused by exceptional weather conditions and natural disasters, namely hurricane, tornado, storm, flood, snow accumulation, ice, hail, frost, freezing of the sea, straits, ports, passes, earthquake, lightning, fire, drought, subsidence and landslide, other natural disasters, etc.

Extraordinary circumstances are those circumstances that the Parties do not expect to occur in the ordinary course of business. Extraordinary circumstances may be understood as those circumstances that a bona fide and reasonable party to the legal relationship could not have expected and foreseen if he or she had exercised a sufficient degree of care.

Unavoidable are circumstances that a party to a legal relationship could not have prevented, and could not have prevented the consequences of such circumstances even if it had exercised due diligence and taken reasonable measures to prevent such consequences. The key point is that force majeure makes it impossible to fulfill an obligation in principle, regardless of the efforts and material costs that the Party has incurred or could have incurred, and not only that it causes difficulties or is economically unprofitable.

There must be a causal link between the force majeure circumstances and the impossibility of proper performance of the obligation. In other words, the impossibility of fulfilling an obligation must be caused by a force majeure event, and not by circumstances whose risk of occurrence is borne by a party to the legal relationship.

6.3. A certificate of force majeure shall be a proof of force majeure and its duration.

The force majeure (force majeure) shall be certified by issuing a certificate of force majeure and shall be issued by the Ukrainian Chamber of Commerce and Industry and its authorized regional chambers of commerce and industry.

Force majeure circumstances (circumstances of insuperable force) are not prejudicial, and upon their occurrence, the Party invoking them as a ground for the impossibility of fulfilling the obligation must prove the existence of such circumstances not only in themselves, but also that these circumstances were force majeure for this particular case of fulfillment of the obligation.

The burden of proof of force majeure (circumstances of insuperable force) lies with the person who has breached the obligation; it is the person who must submit the relevant evidence in the event of a dispute.

6.4. The Party in respect of which force majeure (force majeure circumstances) has occurred shall apply to the authorized Chamber of Commerce and Industry for a certificate of force majeure and shall notify the other Parties in writing within five calendar days from the date of their occurrence with the obligatory provision of a certificate of such circumstances within ten business days from the date of occurrence of force majeure.

6.5. Failure to notify or untimely notification of force majeure (force majeure circumstances) shall deprive the Party that has breached this obligation of the right to refer to these circumstances as a ground for exemption from liability.

6.6. If force majeure circumstances (force majeure circumstances) and (or) their consequences temporarily prevent the full or partial fulfillment of the obligations under the Agreement, the time for fulfillment of obligations shall be extended for the duration of such force majeure circumstances or elimination of their consequences.

6.7. If the period of force majeure (force majeure circumstances) lasts more than 14 calendar days, the Party to the Agreement that considers it necessary to amend or terminate the Agreement shall send a proposal to the other Parties to the Agreement. The Party to the Agreement that has received a proposal to amend or terminate the Agreement shall, within twenty days after receipt of the proposal, notify the other Parties of the results of its consideration.

The term of the Agreement and the term for fulfillment of obligations due to force majeure (force majeure) or other circumstances may be extended only if the Parties have entered into an Additional Agreement to this effect by mutual agreement of the Parties after the occurrence of such circumstances.

6.8. At the same time, the Parties shall remain liable for the obligations actually fulfilled under the Agreement, which were fulfilled before the date of force majeure.

6.9. The Organizer, by signing the Agreement, understands and realizes that at the time of the conclusion of the Agreement, martial law was introduced in Ukraine, declared by the Decree of the President of Ukraine dated 24.02. 2022 No. 64/2022 "On the introduction of martial law in Ukraine", agreed on all the essential and necessary terms of the Agreement; the Organizer, as a legal entity that carries out its economic activities at its own risk, concluding the Agreement with the Customer, realized that the provision of the Service will be during the period of martial law, and therefore realizes and understands this circumstance, taking into account the type of its activity and the possibility of fulfilling the obligations under this Agreement.

6.10. The non-performing Party shall notify the other Party of the occurrence of the obstacle and its impact on the ability to perform the obligation. If the notice is not received by the other Party within a reasonable time after the non-performing Party has learned or could have learned of the obstacle, it shall be liable for damages resulting from the failure to receive the notice. The non-performing Party shall ensure that notice of the impediment and its effect on performance is received by the other Parties within a reasonable time after the non-performing Party has learned or should have learned of the impediment. The other Party shall be entitled to compensation for damages incurred as a result of the failure to receive such notice.

**7. Assurances and other terms of the Agreement**

7.1. The Organizer declares that it has not been, is not and cannot be a person against whom sanctions may be imposed in accordance with the Law of Ukraine "On Sanctions" and/or is in any way connected with the activities, including financing or logistical support of the activities of the aggressor state related to the armed aggression against Ukraine or the occupation/annexation of its territories.

The list of assurances provided by the Organizer, namely the Organizer

is not subject to the Law of Ukraine "On Sanctions" and no decision has been made to impose sanctions on the Organizer in Ukraine;

does not have an unexpunged and/or canceled criminal record;

is not included in the list of persons associated with terrorist activities or subject to international sanctions.

7.2. The Parties understand that in order to ensure the implementation of civil law relations arising from the Agreement, each Party may from time to time and/or transfer to the other Party as a third party in accordance with the Law of Ukraine "On Personal Data Protection" personal data of its employees and/or officials involved in the fulfillment of the terms of this Agreement. The Parties warrant that the acceptance and transfer of personal data, other possible actions with such data in connection with the execution of this Agreement will be carried out by the Parties in full compliance with the legislation of Ukraine on personal data protection, including the Law of Ukraine "On Personal Data Protection".

7.3. Documents and notifications shall be sent in the manner most acceptable to the Parties, including by hand, by postal mail, courier delivery service or in electronic form.

7.4. The Parties agree that in case of amendments to the legislation, in particular the Law or the Procedure, the Parties shall conclude an Additional Agreement to the Agreement with the amendments. The Customer shall send to the Organizer two signed copies of the Supplemental Agreement to the Agreement, which the Organizer undertakes to sign within ten calendar days from the date of receipt.

7.5. In cases not provided for in this Agreement, the Parties shall be governed by the legislation of Ukraine.

**8. Ensuring confidentiality**

8.1. Each of the Parties shall ensure confidentiality of the information received in the course of fulfillment of the obligations under this Agreement in accordance with the terms of the Agreement.

Restricted information shall be confidential, secret and proprietary information.

Confidential information is information, access to which is restricted to an individual or legal entity, except for public authorities, and which may be disseminated in the manner determined by them at their request in accordance with the conditions stipulated by them.

Secret information means information access to which is restricted in accordance with part two of Article 6 of the Law of Ukraine "On Access to Public Information", the disclosure of which may cause harm to an individual, society and the state. Information containing state, professional, banking, intelligence, pre-trial investigation secrets and other secrets provided for by law is considered secret.

The official information may include the following information

contained in documents of public authorities that constitute intra-agency official correspondence, memos, recommendations, if they are related to the development of the institution's activities or the exercise of control, supervisory functions by public authorities, the decision-making process and precede public discussion and/or decision-making;

collected in the course of operational and investigative, counterintelligence activities, in the field of national defense, which is not classified as a state secret.

Official information may include information contained in documents of public authorities that constitute intra-agency official correspondence. At the same time, the latter should be understood as any document, regardless of its name and details, prepared by any person (employee) within the authority and addressed to another person or structural unit of this authority.

Access is restricted to information, not to a document. If a document contains information with restricted access, information with unrestricted access is provided for review.

8.2. The Organizer shall ensure the confidentiality of the information received in the course of fulfillment of the Agreement. If the Organizer has received from the Customer information about new solutions and technical knowledge, including those not protected by law, as well as restricted information, information or data that are not subject to disclosure (publication) and may be considered confidential, the Organizer shall not disclose them to other persons without the consent of the Customer.

**9. Anti-corruption provisions**

9.1. The Parties undertake to comply with the requirements of anti-corruption legislation.

9.2. In the course of fulfilling their obligations under the Agreement, the Parties, their affiliates, employees or intermediaries shall not pay, offer to pay or authorize the payment of any funds or transfer of valuables directly or indirectly to any persons to influence the actions or decisions of such persons in order to obtain unlawful advantages or for other unlawful purposes.

In the course of fulfilling their obligations under the Agreement, the Parties, their affiliates, employees or intermediaries shall not perform actions qualified by the legislation of Ukraine as bribery, commercial bribery, as well as actions that violate the requirements of the legislation of Ukraine and international acts on combating the legalization (laundering) of the proceeds of crime.

Each of the Parties shall refuse to stimulate the employees of the other Party in any way, including by providing funds, gifts, free performance of works (services) for them and other methods not specified in this clause, which makes the employee dependent and aimed at ensuring that this employee performs any actions in favor of the stimulating Party.

The actions of the employee in favor of the incentivizing Party shall be understood as:

providing unjustified advantages in comparison with other users;

providing any guarantees;

acceleration of existing procedures;

other actions performed by the employee within the scope of his/her duties, but contrary to the principles of transparency and openness of relations between the Parties.

9.3. In case a Party suspects that a violation of any anti-corruption conditions has occurred or may occur, the Party undertakes to notify the other Party in writing. Upon written notification, the respective Party shall have the right to suspend the performance of its obligations under the Agreement until it receives confirmation that the violation has not occurred or will not occur.

In the written notice, the Party shall indicate the facts or provide materials that reliably confirm or give reason to assume that a violation of any provisions of the anti-corruption terms has occurred or may occur by the Parties, their affiliates, employees or intermediaries, which is expressed in actions that are qualified by the legislation of Ukraine as bribery, commercial bribery, as well as in actions that violate the requirements of the legislation of Ukraine and international acts on combating the legalization (laundering) of proceeds of crime.

9.4. The Parties recognize the implementation of procedures for the prevention of corruption and monitor their compliance. The Parties shall make efforts to minimize the risks of business relations with users who may be involved in corrupt activities, as well as assist each other in order to prevent corruption. The Parties shall ensure the implementation of inspection procedures to prevent the risks of involvement of the Parties in corruption.

9.5. The Parties shall guarantee proper consideration of the facts presented in the framework of the Agreement in compliance with the principles of confidentiality and the application of effective measures to eliminate difficulties and prevent possible conflicts.

9.6. The Parties shall guarantee complete confidentiality in the course of fulfillment of the anti-corruption provisions of the Agreement, as well as the absence of negative consequences for the Party as a whole and for specific employees of the Party who reported the facts of violations.

9.7. The anti-corruption clause referred to in this section is an essential condition of the Agreement in accordance with part one of Article 638 of the Civil Code of Ukraine.

**10. Procedure for amending and terminating of the Agreement**

10.1. The essential terms of the Agreement may not be changed after its signing until the Parties have fulfilled their obligations in full, except in the case of improving the quality of the Services, provided that such improvement does not lead to an increase in the amounts specified in the Agreement.

10.2. In case the winner of the competition is a non-resident legal entity and in case there is a need to harmonize the terms of the draft service agreement, which was published in the competition announcement, with the legislation of the state of location of such legal entity, the winner of the competition initiates negotiations with ARMA and submits relevant proposals to the draft agreement within five working days from the date of receipt of the notification of the competition results.

The term for agreeing on the terms and signing a service agreement with a non-resident legal entity is no more than 15 business days from the date of receipt of the notice of the competition results.

10.3. The terms of the Agreement shall be amended by changing or supplementing its terms at the initiative of either Party on the basis of the Supplemental Agreement. The Supplemental Agreement shall be an integral part of the Agreement. If the change in the terms of the Agreement is due to circumstances that depend on the activities of one of the Parties, and the other Party incurs losses as a result, it shall be entitled to reimbursement in accordance with the established procedure.

10.4. The Customer has the right to terminate the Agreement by unilaterally withdrawing from the Agreement in full. Grounds for termination of the Agreement:

adoption by the court of a resolution declaring the Organizer bankrupt;

in case of violation of the requirements of anti-corruption legislation, which is considered a material breach of the Agreement;

failure to fulfill or improper fulfillment by the Organizer of its obligations under the Agreement;

cancellation of the seizure of assets or their confiscation, special confiscation, or other court decision on their recovery to the state;

in the event of termination of the grounds for realization of the asset specified by the Law;

failure to fulfill the obligations of the Organizer specified in clause 3.3. of this Agreement;

of a reasoned decision of the Customer.

If the decision is made to terminate the Agreement, the Client shall send a notice of termination in paper form to the Organizer, stating the grounds for termination, and/or the Client shall publish a notice of termination on the official ARMA website (https://arma.gov.ua/). In this case, the Agreement shall be terminated on the day of publication of the notice of termination on the official ARMA website.

The Customer shall send a notice of termination of the Agreement to the Organizer by mail in paper form to the postal address specified in the Organizer's details (Section 11 of the Agreement), namely a mailing with declared value with a description of the attachment, indicating the mailing number.

The moment of termination of the Agreement shall be the day following the receipt by the Organizer of the notice of termination of the Agreement.

In case the Organizer does not receive the notice of termination of the Agreement and returns it to the Customer, the Customer shall publish the notice of termination of the Agreement on the official ARMA website (https://arma.gov.ua/). In this case, the Agreement shall be terminated on the day of publication of the notice of termination on the official ARMA website.

10.5. The Customer shall not reimburse the Organizer for the costs in case of termination of the Agreement.

10.6. The Rules of Electronic Bidding (Appendix 1) shall be an integral part of the Agreement.

**11. Location and details of the Parties**

|  |  |
| --- | --- |
| **CUSTOMER****The National Agency of Ukraine for finding, tracing and management of assets derived from corruption and other crimes** USREOU 41037901St. 1 Borys Grinchenko St., Kyiv, 01001IBAN: UA843226690000026001304763421in the State Treasury Serviceof Ukraine, Kyive-mail: info@arma.gov.uatel.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(position)\_\_\_\_\_\_\_\_\_\_ (name, patronymic, surname)(signature) | **ORGANIZER****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(full name of the organizer)Unified state register \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_location \_\_\_\_\_\_\_\_\_\_\_\_\_\_IBAN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(IBAN consists of 29 alphanumeric characters: country code, check digit, bank code and account number)in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of the bank)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(location of the bank)tel.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(position)\_\_\_\_\_\_\_\_\_\_ (name, patronymic, surname) (signature) |

Appendix 1

to the Agreement

from \_\_\_\_\_\_\_ 2024 No. \_\_\_\_

**Rules of Electronic Bidding \***

*\*The rules of electronic bidding proposed by the participant must comply with the Procedure for the sale of seized assets at electronic bidding for the sale of assets provided for in paragraph 3 of clause 3 of the Procedure and shall be filled in by the Parties after the selection of the winner of the competition (Organizer), which is selected by ARMA in the Procedure for the selection on a competitive basis of legal entities engaged in the sale of seized assets, approved by the Resolution of the Cabinet of Ministers of Ukraine No. 558 dated 09.08.2017.*

*In case the winner of the competition is a non-resident legal entity and in case there is a need to harmonize the terms of the draft service agreement, which was published in the competition announcement, with the legislation of the state of location of such legal entity, the winner of the competition initiates negotiations with ARMA and submits relevant proposals to the draft agreement within five business days from the date of receipt of the notice of the results of the competition.*

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| --- | --- |
| **CUSTOMER****The National Agency of Ukraine for finding, tracing and management of assets derived from corruption and other crimes**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(position)\_\_\_\_\_\_\_\_\_\_ (name, patronymic, surname)(signature) | **ORGANIZER****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(full name of the organizer)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(position)\_\_\_\_\_\_\_ (name, patronymic, surname)(signature) |

Appendix 2

to the Agreement

from \_\_\_\_\_\_\_ 2024 No. \_\_\_

**Specification**

|  |  |  |
| --- | --- | --- |
| №  | List and characteristics of the assets | Location (if available) |
|  |  |  |
|  |  |  |

|  |  |
| --- | --- |
| **CUSTOMER****The National Agency of Ukraine for finding, tracing and management of assets derived from corruption and other crimes**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(position)\_\_\_\_\_\_\_\_\_\_ (name, patronymic, surname)(signature) | **ORGANIZER****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(full name of the organizer)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(position)\_\_\_\_\_\_\_ (name, patronymic, surname)(signature) |