

Paid Services Offer Agreement
(including medical services under the terms and conditions of
health-improving and health resort treatment) at LLC Olginka

65, Zarechnaya st., Aksay

“___”_____ 20__.

Limited Liability Company Olginka (Certificate of State Registration of Legal Entity series 61 No. 003478469 issued on May 18, 2005, by the Inspectorate of the Federal Tax Service of Russia for Proletarsky district, Rostov-on-Don), represented by Director Aleksei Mikhailovich Shchupov, acting on the basis of the Charter, hereinafter referred to as the “SERVICE PROVIDER”, on the one hand, and the “CUSTOMER” _____, on the other hand, have entered into this Paid Services Offer Agreement (including medical services under terms and conditions of health-improving treatment) at Chateau by the River, LLC Olginka (hereinafter referred to in the Agreement and Annexes hereto as the “AGREEMENT”) as follows:

GENERAL PROVISIONS

This Agreement is an arrangement between the Service Provider and the Customer on all essential terms of providing services specified in cl. 1.1. hereof drawn up in the form of a public offer, further unconditionally accepted by the Customer in full by way of its acceptance with all annexes hereto. This Agreement is a deal comprised of the accepted public offer and its integral parts represented by rules and regulations posted on the Service Provider's websites as well as an invoice for payment for ordered services.

Any actions performed by the Customer to fulfill the terms and conditions stipulated in this offer (booking and/or payment) shall be deemed as acceptance (cl. 3 Art. 438 of the Civil Code of the Russian Federation). Upon performing any of these actions by the Customer, the Agreement shall be deemed to be concluded. This Agreement may also be concluded by its signing by the Parties.

This offer is intended for physical persons.

This offer is brought to the Customer's notice by posting its current version on the Service Provider's website: <https://spa-shato.ru/en/index.html>.

This offer may be unilaterally changed by the Service Provider at any time. Such changes become effective for the Parties only with regard to subsequent interaction and from the date of publishing the amended version of the offer on the Service Provider's website.

1. SUBJECT OF THE AGREEMENT

1.1. The Customer instructs and the Service Provider undertakes to provide services to the Customer at the Chateau by the River Health Resort located at: 65, Zarechnaya street, Aksay, Rostov region, Russia (hereinafter referred to as the "Health Resort") and the Customer undertakes to accept and pay for the following services pursuant to the terms and conditions hereof (hereinafter referred to as the “Services”):

1.1.1. **health-improving treatment** (treatment aimed to strengthen the body in general which does not involve a course of active medical procedures). Pursuant to sub-cl. 18, cl. 3, Art. 149 of the Tax Code of the Russian Federation, health-improving treatment services are not subject to VAT;

1.1.2. **accommodation services** (not subject to VAT) **and/or meals** (subject to VAT).

1.2. Medical procedures, including those provided under the health-improving and health resort treatment program, are performed by the Service Provider under License No. ЛО-61-01-007385 dated October 03, 2019, series M3 PO JI No 0008333 issued by the Ministry of Healthcare of the Rostov region (address of the Ministry of Healthcare of the Rostov region: 33, 1-y Konnoy Armii st., Rostov-on-Don, 344029, Rostov region, tel. 8 (863) 290-8763). A complete list of works (services) falling under the scope of the Service Provider's medical activities pursuant to the License is given in Annex No. 1 to the License (publicly available on the Service Provider's website: <http://www.spa-shato.ru>), which was read by the Customer prior to entering into this Agreement.

The health-improving and health resort services insofar as it relates to paid medical services are rendered against the Customer's written voluntary informed consent.

With this clause the Service Provider notifies the Customer, prior to entering into this Agreement, that a failure to follow the instructions (recommendations) of the Service Provider (healthcare professional), including the prescribed treatment regimen, may decrease the quality of paid medical service provided, make its timely completion impossible or have a negative impact on the Customer's state of health.

1.3. The value of Services is given in the Service Provider's current price-list posted on website: <https://spa-shato.ru/en/index.html>. The Service Provider notifies the Customer about changes to the price-list by posting the information on its official website - <https://spa-shato.ru/en/index.html>. The services that are not stipulated hereby are provided at extra cost according to the Service Provider's price-list valid as at the date of providing the above-mentioned service. The fact of payment by the Customer (or payer) for the services not mentioned by them during the booking shall be deemed as confirmation of their unconditional acceptance.

1.4. Description of health-improving and health resort treatment programs (including their duration, list of procedures, list of paid medical services included in the program, etc.), conditions of accommodation, meals and treatment are posted on the Service Provider's website - <https://spa-shato.ru/en/index.html>. Exact periods of Services for the Customer, their list and scope shall be mentioned in applications (oral or written, which can also be submitted by telephone, post, facsimile message, e-mail and by means of the Service Provider's website) and agreed upon by the Parties in the invoice for payment.

1.5. The Customer's payment for (and/or booking of) the Services shall mean a complete and unconditional acceptance of the terms and conditions hereof by the Customer and confirm that the Customer has read and consented to the following documents and information, the purport of which are fully understood by the Customer and which the Customer undertakes to follow: this Agreement, Accommodation Rules and Regulations in force at Chateau by the River (hereinafter, the "Accommodation Rules", Annex No. 2 hereto) and Rules for the Provision of Medical Services (hereinafter, the "Informed Voluntary Consent to Medical Interventions", Annex No. 3 hereto) which are an integral part hereof and available on the Service Provider's official website: <https://spa-shato.ru/assets/files/rules-en.pdf> and https://spa-shato.ru/assets/files/medical_interventions_en.pdf and also shall be deemed as the Customer's consent to the provision and use of their personal data, including to the processing and use of the personal data in the course of performing this Agreement under the terms and conditions of Annex No. 1 hereto.

2. VALUE OF SERVICES AND SETTLEMENT PROCEDURE. REGISTRATION OF RESULTS.

2.1. The value of Services is determined in accordance with the Customer's choice on the basis of the Service Provider's price-list valid at the date of payment (booking) and posted on the website. When providing health resort and health-improving services, the value of Services is also indicated in the health resort voucher.

2.2. The Customer shall make a 100% (One hundred percent) prepayment for Services by transferring funds to the Service Provider's settlement account or paying in cash within 3 (Three) calendar days of issuing an invoice, but in any case not later than the date of the Service commencement. From the date of payment (made in time) the value of Services paid shall not subject to any changes.

2.3. The Services shall be deemed to have been paid for by the Customer on the day of arrival of the full amount at the Service Provider's settlement account or payment in cash at the Service Provider's cash desk.

2.4. If the Customer has booked any Services, their provision is guaranteed. In case of untimely cancellation of booking, delay or no-show of the Customer, the Customer will be charged a fee for actual non-occupation of a room amounting to one night's rate.

2.5. The fulfillment of this Agreement shall be confirmed by a service delivery certificate signed by both Parties. If the certificate is not signed and the Customer has no claims with regard to quality and scope of provided Services within 5 (Five) calendar days of the last day of Services to the Customer, the Services shall be deemed to have been properly provided by the Service Provider and accepted by the Customer in full.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Service Provider shall:

- provide all the necessary information about the list and conditions of Services; render paid Services efficiently and in time;
- ensure the safe stay of the Customer provided that the latter complies with cl. 3.3 hereof;
- maintain confidentiality of patient information while providing medical services;
- adhere to the requirements for registration and maintenance of documentation established by the current legislation (at the time of rendering Services).

3.2. The Service Provider is entitled to:

- refuse to provide Services that have not been paid for and suspend Services that have been started if they are not paid for;
- temporarily suspend the provision of Services or not to provide them for technical reasons (equipment failure, reasons beyond the Service Provider's control: power outage, water supply interruptions, etc.);
- refrain from compensation for missed meals, medical procedures, and days of stay by the Customer (for the reasons not related to the Service Provider's fault);
- at the Customer's written request, postpone the arrival date in accordance with the "Accommodation Rules", change the period of stay at the Health Resort if there are vacant rooms and valid reasons (acute illness/injury incompatible with the provision of ordered Services that is confirmed by documents issued by the attending physician, death of relatives);
- refuse in advance to perform the Agreement on a unilateral basis in out-of-court procedure and to sign out the Customer (without refund, subject to the provisions of part 2 of Art. 781 of the Civil Code of the Russian Federation, for unused Services) if they violate the "Accommodation Rules", "Informed Voluntary Consent to Medical Interventions" at the Health Resort, including the consumption of alcoholic beverages or drugs (psychotropic substances), other similar substances; smoking in undesignated areas; causing damage to the Service Provider's property; violation of safety/fire safety rules; committing administrative infractions and criminal offenses; violations of the shared accommodation rules and/or sanitary standards; offense against public morality and decency. Such violations are recorded by the Service Provider's commission (consisting of at least 3 persons) in the form of a report, on the basis of which the Service Provider's Manager makes a decision on early termination of this Agreement and eviction of the Customer.

3.3. The Customer undertakes to:

- read the Annexes to this Agreement prior to its conclusion;
- pay for the Services and arrive at the Health Resort within the established time;
- observe the "Accommodation Rules", "Informed Voluntary Consent to Medical Interventions", safety regulations, terms and time of Services provided. The Customer represents and warrants to the Service Provider that they will follow the "Accommodation Rules", "Informed Voluntary Consent to Medical Interventions" at the Health Resort, comply with the prohibition to consume alcoholic beverages or drugs (psychotropic substances), other similar substances and the ban to smoke in undesignated areas; treat the Service Provider's property with due care; comply with the shared accommodation rules and sanitary standards; follow fire safety/accident prevention regulations. If the violation of these representations and warranties is an obstacle to the proper performance of the Services by the Service Provider (including the risk to the life/health/property of the Customer/Service Provider/third parties), the Service Provider is entitled to cancel the Agreement pursuant to part 2 Article 781 of the Civil Code of the Russian Federation and demand the Customer to leave the Health Resort urgently.

3.4. The Customer is entitled to:

- get complete and accurate information about the Services received;
- study the documents and obtain statements and certificates concerning their stay at the Service Provider as the law permits.

4. LIABILITY OF THE PARTIES. REPUDIATION OF THE AGREEMENT

4.1. In case of failure to provide the Services through the Customer's fault (including the lack of necessary medical clearance certificates and documents; if the Customer refuses to provide reliable information or provides false information about their health or previous diseases to the physician when the latter prescribes any medical procedures or treatment methods; in other cases when the Customer is in breach of their representations and warranties listed in cl. 3.3. hereof), the Services shall be paid for

in full. In this case, the Service Provider is entitled to cancel this Agreement pursuant to part 2 Article 781 of the Civil Code of the Russian Federation.

4.2. If the impossibility of performance occurred due to circumstances beyond the responsibility of either Party, the Customer shall compensate the Service Provider for the actual costs incurred.

4.3. The Customer is entitled to repudiate the Paid Service Agreement, provided that the Customer has compensated the Service Provider for the actual costs incurred.

4.4. The Service Provider may refuse to fulfill its obligations under the Paid Service Agreement only if the Customer is fully compensated for the losses incurred.

4.5. If the Customer arrives at the Health Resort late, the established period of the Customer's stay at the Health Resort shall not be extended for a number of missed days.

4.6. The Service Provider disclaims all liability if, prior to a medical treatment, the Customer has failed to inform the physician about the previous diseases, allergic reactions and contraindications, and when the inefficiency of the medical service provided or the harm caused was due to the fact that the physician was unaware of such information.

5. FINAL PROVISIONS

5.1. This Agreement comes into force from the date of its acceptance by the Customer (or from the moment of its signing by the Parties) and is valid until the Parties fulfill their obligations in full.

5.2. In all other matters that are not provided for in this Agreement, the Parties shall be governed by the current legislation.

5.3. The Parties shall obligatory follow the pre-trial procedure for settlement of disputes and 10 calendar days are provided for this purpose.

5.4. Annexes hereto:

Annex No. 1: Consent to Personal Data Processing and Transfer of Confidential Medical Information;

Annex No. 2: Accommodation Rules and Regulations in force at Chateau by the River, <https://spa-shato.ru/assets/files/rules-en.pdf>.

Annex No. 3: Informed Voluntary Consent to Medical Interventions while receiving a package of services under the health improving/health resort treatment and/or receiving certain types of medical services at Chateau by the River, https://spa-shato.ru/assets/files/medical_interventions_en.pdf.

SERVICE PROVIDER:

LLC Olginka
INN (Tax Identification Number) 6167080910
KPP (Registration Reason Code) 616701001
Registered address: 8, Tolstogo sq., floor 3, room 28, Rostov-on-Don, the city of Rostov-on-Don Urban District, Rostov region, 344037, Russia
Settlement account 40702810452090036027
South-Western Bank of Sberbank of Russia
BIC (Bank Identification Code) 046015602
Corr. account 30101810600000000602

Director

_____/A.M. Shchupov/

l.s.

CUSTOMER:

Full name _____
Passport series _____ No . _____
Issued on: __ _____
by _____
Residing at: _____
Tel. _____ e-mail _____
Date _____

Signature _____