

PUBLIC OFFER AGREEMENT

for provision of information and consulting services for ordering medical services

1. GENERAL PROVISIONS

1.1. This Public offer agreement for provision of information and consulting services for ordering medical services is an official proposal (public offer) of the Limited Liability Company “SKYAP AIRLINES”, hereinafter the “Airlines”, to all individuals who make an order for medical services on a paid basis from the list of Laboratories posted on the Airlines’ website at _____, hereinafter referred to as the “Customer/Customers”, hereinafter collectively referred to as the “Parties”, and individually as the “Party”, and meets the requirements of Art. 633, 641 of the Civil Code of Ukraine.

1.2. Making an order for medical services of the Airlines indicates that the Customer accepts all the terms and conditions of this offer and this Agreement. Conclusive evidence of acceptance of this offer is the payment to the Airlines’ account and receipt of the relevant document confirming payment.

1.3. The Parties shall guarantee that each Party has the necessary legal capacity, all rights and powers required and sufficient for execution and performance of this Agreement in accordance with its terms.

1.4. In case of making an order for medical services on behalf of a third party, the Customer shall confirm that he acts for the benefit of a third party and has obtained the consent thereto. If a third party has diminished legal capacity, or is limited in capacity, the pre-order for medical services can be made only by a legal representative/guardian.

1.5. The Airlines is an intermediary between the Laboratory and the Customer and is not responsible for the quality and conformance of medical services provided by the Laboratories, does not give explanations on the practice and procedures for receiving medical services, their results, etc.

2. DEFINITION OF TERMS

2.1. The Customer – an individual with full legal capacity, a consumer of medical services, who has made an order for medical services on the Airlines’ website in his own name or on behalf of a third party according to the procedure set forth in para. 1.4.

2.2. Medical services – body tissue sampling, its laboratory testing for Coronavirus SARS-CoV-2 (scraping, qualitative determination, Real-time) using PCR method and rapid testing for COVID 19 antigen (chromatographic immunoassay), and delivering results of the medical testing, in particular via “Act at Home” application; The list of medical services is available on the Airlines’ website;

2.3. Laboratory – a Provider of medical services listed on the Airlines’ website;

2.4. Information and consulting services – agency business of the Airlines to arrange making orders on the Airlines’ website, to the Customers of medical services of the Laboratory; posting information about the list of Laboratories and medical services on the Airlines’ website.

2.5. Order – a duly executed request of the Customer on the Airlines’ website, which defines the Laboratory and medical service from the list on the Airlines’ website.

3. SUBJECT OF THE AGREEMENT

3.1. Under this Agreement, the Airlines shall undertake to provide information and consulting services to the Customer, and the Customer shall also undertake to pay for and accept such services according to the terms of this Agreement.

3.2. Making the Order is a confirmation that the Customer has read the terms of this Agreement and gives its voluntary consent to fulfill its terms.

3.3. The Customer shall confirm that in accordance with the procedure and under the terms provided by current Ukrainian legislation he gives his consent to the personal data processing on the Airlines' website according to the approved purpose of processing, whose personal data are provided and/or will be provided to the Airlines for performance of this Agreement.

The Airlines does not receive or deliver customer data related to the results of medical services.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Airlines shall be entitled to:

4.1.1. Amend the list of Laboratories and medical services provided by Laboratories and posted on the Airlines' website.

4.1.2. Conduct promotions, provide discounts and additional benefits for ordering medical services.

4.1.3. Accept payment for information and consulting services and medical services via bank transfer and make further transfer of funds for medical services to the account of the relevant Laboratory.

4.1.4. Terminate this Agreement in its sole discretion. In this case, all payments received for information and consulting services from the Customer shall not be refundable.

4.2. Rights of the Customer:

4.2.1. To make orders for medical services from the list of Laboratories and list of medical services available on the Airlines' website in its sole discretion.

4.2.2. Receive complete and accurate information from the Airlines on the:

List of Laboratories, location of Laboratories, list of medical services with indication of their cost.

4.2.3. To cancel ordering of medical services; to amend the order of medical services (change the date) in its sole discretion. However, in case of cancellation of the order of medical services, the cost of information and consulting services shall not be refundable.

4.3. The Customer shall:

4.3.1. Pay the cost of information, consulting and medical services in accordance with the terms of Section 5 of this Agreement.

4.3.2. Apply directly to the relevant Laboratory for information on the procedure for receiving medical services, conditions of refund for not provided medical services and other information related to medical services.

5. PRICE AND PAYMENT TERMS

5.1. List of Laboratories and medical services provided by such Laboratories, price of medical services, including the cost of information and consulting services, is stated on the Airlines' website, which is valid on the date of payment for medical services and can be amended by the Airlines in its sole discretion.

5.2. Cost of information and consulting services is 23% of the cost of medical services for which the order is made.

5.3. The Customer shall transfer funds for medical services to the Airlines' account, and such pass-through funds are subject to transfer to the account of the relevant Laboratory, with simultaneous payment for the information and consulting service of the Airlines upon making an order for relevant medical services, in a manner suggested on the Airlines' website.

5.4. If the Customer has intention to cancel the formal order or such an order has been canceled by the Laboratory, the Customer applies directly to the Laboratory to obtain a refund. The Customer shall directly apply to the relevant Laboratory to learn about all refund conditions and conditions for making requests for refunds, with indication of the order number and other identification data required by the Laboratory. The Airlines does not provide explanations on the refund for medical services.

The Airlines does not accept the Customers' claims for a refund for medical services.

5.5. Information and consulting services shall be deemed provided to the Customer in full from the moment of making the Order and its payment. Funds received for information and consulting services under this Agreement shall not be returned to Customers.

6. PROCEDURE FOR MAKING AN ORDER FOR MEDICAL SERVICE

6.1. To make an order for medical services, the Customer shall fill in a special form on the Airlines' website, choose the Laboratory and necessary medical service in his sole discretion, read and agree with the terms of this Agreement, give consent to the personal data processing and make payment.

6.1.1. Making and payment for the order shall mean that the Customer has agreed and accepted the terms of this Agreement.

6.2. The cost of making an order is final and is not subject to change after confirmation of the order.

6.3. The Customer may initiate cancellation of the order made on the Airlines' website by directly contacting the relevant Laboratory.

7. AMENDMENT OF THE AGREEMENT

7.1. The Airlines shall be entitled to amend text of this Agreement in its sole discretion and without prior notice to the Customer.

7.2. Amendments to the Agreement shall come into force upon their publication on the Airlines' website and shall be applied to the formal order for medical services after publication of the Agreement.

7.3. The Customer is deemed to be notified on the amendments to the Agreement upon publication of these amendments on the Airlines' website.

8. TERM OF THE AGREEMENT

8.1. This Agreement shall enter into force on the date of its public publication and shall remain valid until the Parties fulfill their obligations under the Agreement.

8.2. The confidentiality provisions set forth in this Agreement shall remain in force indefinitely.

9. MISCELLANEOUS

9.1. Each Party shall ensure strict confidentiality of information received from the other Party while concluding and fulfilling the terms of this Agreement. Transfer of this information to third parties, its publication or disclosure in any other way may happen only with the written approval of both Parties, regardless of the reasons and date of termination of the Agreement, except as provided by current legislation of Ukraine.

9.2. The Airlines shall make every effort to ensure that information available on this site is relevant and useful at the time of its publication, and shall accept no responsibility related to the use of this information as a result of possible inconsistencies, errors and omissions.

9.3. The Airlines is not financially liable and may not incur other sanctions for deliberate or accidental damage that may result from the use of information available on the Airlines' website, which may cease to be relevant, may be incomplete, and may contain technical or grammatical irregularities.

9.4. The Airlines shall be entitled to amend the services of the Laboratories and other information on the Airlines' website without prior notice. Site visitors may follow the hyperlinks to external information resources and/or websites. Hyperlinks do not imply a link between the Airlines and external resources. The Airlines is not responsible for the content, accuracy, validity and reliability of information posted on external resources.

10. DISPUTES RESOLUTION

10.1. All disputes that may arise during provision of information and consulting services of the Airlines in connection with the acceptance, implementation and/or violation of the provisions of this Agreement shall be settled through negotiations between the Parties.

10.2. The Airlines shall not accept the Customers' claims regarding the quality, conformance of medical services, their results and claims for refunds for medical services. The Customer shall send such claims directly to the relevant Laboratory.

11. LIABILITY

11.1. The Airlines shall not be liable for the actions of the Laboratory, including quality and conformance of the medical services.

11.2. The Customer shall be held solely liable for the relationship with the Laboratories.

11.3. In case of failure to reach an agreement between the Parties through negotiations and impossibility of extrajudicial dispute resolution, all disputes shall be settled in court at the location of the Airlines.

11.4. Provisions of the legislation of Ukraine shall be applied to the relations of the Parties arising from conclusion and performance of this Agreement.

12. FORCE MAJEURE

12.1. The Parties shall be relieved of liability for partial or complete non-fulfillment or improper fulfillment of their obligations under this Agreement, if this non-fulfillment arises from

force majeure circumstances (natural disasters, epidemics, military actions, strikes, decisions of the competent authorities, technical failures, Internet disconnection, etc.) preventing fulfillment of obligations under this Agreement.

13. FINAL PROVISIONS

13.1. This Agreement is a public offer. The absence of a copy of the Agreement signed by the Parties in paper form with the signatures of both Parties in case of actual payment under this Agreement by the Customer, or direct provision of the Service to the Customer shall not be cause to consider this Agreement not concluded

13.2. The Contractor shall confirm that he is an income tax payer on general grounds at the rate provided by the Tax Code of Ukraine

13. ADDRESS AND BANK DETAILS OF THE AIRLINES

LLC "SKYUP AIRLINES"

Address: 02121, Kyiv city, Kharkivske highway 201-203, Letter 2A

EDRPOU 41403314

IPN: 414033126513

PJSC «BANK ALLIANCE», Kyiv

Account

UA563001190000026003026447001

MFO 300119

This version is valid as of 29 October 2021.

General Director: Sieroukhov D.

The Customer agrees with the terms of the Public agreement for provision of medical services.