

**PUBLIC AGREEMENT
FOR THE PROVISION OF MEDICAL SERVICES AND
CORD BLOOD BANK SERVICES**

Kyiv

Limited Liability Company "M.T.K. Medical Center" represented by General Director Dmytro Ivanovych Derkach, acting on the basis of the Statute (hereinafter referred to as the "Enterprise"), pursuant to Articles 633, 641, and 644 of the Civil Code of Ukraine, publicly offers an unlimited number of persons the opportunity to receive paid medical services and cord blood bank services under the terms set forth in this Agreement. For this purpose, the Enterprise publishes the terms and conditions for the provision of such services, as outlined in this Agreement, which is a public adhesion contract.

In accordance with Article 641 of the Civil Code of Ukraine, this Agreement, posted on the Internet at the links: <https://www.reocellclinic.com> and <https://www.reocell.com>, constitutes a public offer.

The Client's adherence to this Agreement is effected either by signing a written application for adherence or electronically, following the Client's identification on the relevant website.

1. KEY DEFINITIONS USED IN THE AGREEMENT

- 1.1. **Biological Material** – tissues, cells, biological fluids, secretions, physiological excretions, swabs, scrapings, washes, biopsy material obtained from the Client.
- 1.2. **Cord Blood Bank, Other Human Tissues, and Cells** – a structural unit of the Enterprise that has obtained the relevant license and independently, or with the involvement of third parties, conducts cord blood bank activities.
- 1.3. **Biotechnological Laboratory** – a structural unit that processes biological material, performs labeling (coding), and, if necessary, conducts testing of cord blood products and/or preparations, other human tissues, and cells.
- 1.4. **Cells** – individual/discrete cells or in vitro cell cultures not combined into any tissue (except for reproductive cells).
- 1.5. **Cord Blood, Other Human Tissues, and Cell Products and/or Preparations (Cellular Product)** – a product and/or preparation consisting of unprocessed or variably processed (manipulated) cells/tissues and auxiliary substances, or unprocessed or manipulated cells/tissues combined with pharmacological substances and/or medical devices. Tissues and cells used as autologous transplants within a single surgical procedure and not subjected to preservation or storage are not considered cord blood, other human tissues, or cell products and/or preparations. Cellular products may include preparations of mesenchymal stem cells, fibroblasts, cell lysates, PRP, exosomes, etc.
- 1.6. **Deposit** – frozen (cryopreserved) biological material of the Client, after undergoing a set of testing, processing, preparation for freezing, and cryopreservation procedures, stored in the Enterprise's cryobank and owned by the Client.
- 1.7. **Deposit Creation** – a set of procedures and services for collecting the Client's biological material, its testing, processing, preparation for freezing, and cryopreservation. The Deposit is considered created from the moment of freezing (cryopreservation) of the biological material.
- 1.8. **Processing** – the production of cord blood, other human tissues, and cell products and/or preparations.
- 1.9. **Tissues** – a system of cells and intercellular substances similar in origin, structure, and adapted to perform one or more common functions.
- 1.10. **Client** – under this Agreement, a Client may be any legally capable adult individual who has submitted an application for adherence to this Agreement without any reservations.
- 1.11. *The meaning of other concepts and terms is determined by Ukrainian legislation and specialized dictionaries of concepts and terms of the World Health Organization.*

2. SUBJECT OF THE AGREEMENT

- 2.1. The Enterprise undertakes to provide the Client with medical services and/or cord blood bank services (works) (hereinafter collectively referred to as the "Services") under the terms of this Agreement, and the Client undertakes to pay for the Services in the manner and within the terms specified in this Agreement.
- 2.2. The Services, depending on their type, are provided only at the locations specified in the Enterprise's relevant licenses, namely: **Kyiv, Protasiv Yar St., 23, and/or Kyiv, Amosova St., 10.**
- 2.3. By adhering to this Agreement, the Client consents to undergoing preliminary diagnostic procedures as determined by the Enterprise's regulations and other standards necessary for the high-quality provision of Services.
- 2.4. The specific types of Services to be provided to the Client by the Enterprise will be determined by the Enterprise's employees following a medical examination of the Client, taking into account diagnostic examination results, the Client's complaints, medical history, general health condition, medical indications for examination and treatment, and the Enterprise's material and technical capabilities.
- 2.5. Based on the Client's complaints, medical history, general health condition, and medical indications for treatment, the Enterprise may require the Client to undergo diagnostic examinations, submit tests, or obtain consultations from specific specialists. For this purpose, the Client may be referred to third parties, the cost of whose services the Client shall pay independently. The results of diagnostic examinations, tests, and consultations serve as the basis for determining the list of proposed Services.
- 2.6. After conducting the Client's examination and receiving diagnostic results, the Enterprise offers the Client possible Service options or refuses to provide any Services. The Client may either choose one of the proposed options or refuse all proposed options.
- 2.7. In case of the Client's agreement to the proposed Service option, the Parties draw up a Service Specification. The name, type, and scope of Services that the Enterprise is obliged to provide to the Client are specified in the Service Specification, which is drawn up after fulfilling the conditions outlined in clauses 2.4–2.6 of this Agreement and becomes an integral part of this Agreement.
- 2.8. Before the commencement of any planned medical interventions, the Client must sign an informed voluntary consent form approved by the Ministry of Health of Ukraine and/or the Enterprise.
- 2.9. In case of refusal of the proposed Services, the Client must provide a reasoned written refusal.
- 2.10. The Client has the right to refuse the proposed Services, paying only for the cost of the Services actually provided, including examinations, laboratory, and instrumental studies, etc.
- 2.11. In cases where, during the provision of Services previously agreed with the Client, it becomes evident that the Client requires other or additional types of Services, a different scope of Services, or the use of other materials and/or preparations, and such changes cannot be agreed upon without causing harm to the Client's life or health (e.g., the Client is in an emergency condition), the Client grants the Enterprise the right to independently make the necessary changes, and the Client undertakes to pay for such unagreed Services at the prices specified in the Enterprise's current price list at the time of their provision.
- 2.12. The Enterprise has the right to engage third parties to fulfill this Agreement, remaining fully responsible to the Client for any breach of the Agreement.
- 2.13. The Parties acknowledge that there are circumstances beyond their good faith that may affect the final result of Services related to deposit creation and processing, including but not limited to: features of the biological material (e.g., the Client's age, insufficient volume of biological material, etc.) or concomitant diseases (including karyotype changes, diabetes,

autoimmune diseases, etc.), which may hinder cell cultivation or the achievement of other results specified in the Service Specification.

- 2.14. In the event that the Enterprise is unable to achieve the planned Service results due to the reasons outlined in clause 2.13 of this Agreement, the Parties jointly decide whether there is a reasonable likelihood of achieving the desired result by taking another sample of the Client's biological material, replacing one type of biological material with another, or whether the planned Services should be abandoned altogether.

3. PRICE OF THE AGREEMENT (COST OF SERVICES), PAYMENT PROCEDURE, AND TERMS

- 3.1. Preliminary diagnostic procedures (examinations, tests, etc.) are paid and their cost is determined according to the Enterprise's current price list.
- 3.2. The cost of Services provided under this Agreement is approximately determined based on the scope of ordered Services specified in the Service Specification, at prices determined according to the Enterprise's current price list.
- 3.3. The final cost of Services will be determined at the time of commencement of the specific Service based on the Enterprise's price list in effect at that time, taking into account the cases provided for in clause 2.11 of this Agreement.
- 3.4. The Enterprise has the right to unilaterally change the cost of Services by approving amendments to the price list or issuing a new version thereof. These changes (new version) apply exclusively to Services that have not yet been paid for by the Client at the time of their implementation.
- 3.5. The total amount of this Agreement consists of the total cost of all preliminary diagnostic procedures and provided Services.
- 3.6. Payment for preliminary diagnostic procedures and Services is made by the Client prior to the commencement of the respective preliminary diagnostic procedure or Service in one of the following ways at the Client's choice:
- 3.6.1. By the Client making a cash payment at the Enterprise's cash desk.
- 3.6.2. By the Client making a payment using a payment card through the Enterprise's payment device.
- 3.6.3. By remote payment via Internet telecommunications in the Client's personal account in the relevant section.
- 3.7. If, during the provision of Services, there is a need to adjust them by increasing or decreasing their scope or changing the methods of Service provision (e.g., conducting additional compatibility tests, additional technological process stages, transfusion, etc.), the final cost of Services under the Agreement is adjusted accordingly. Such changes must be agreed upon with the Client, except in cases specified in clause 2.11 of this Agreement.
- 3.8. In cases of early termination of Service provision to the Client on the grounds provided for in clauses 4.1.2 and 4.1.3 of this Agreement, the funds paid by the Client are non-refunded.
- 3.9. In case of the Client's unilateral refusal of Services (or part of Services) not yet provided, the prepayment (or part of the prepayment equal to the cost of the Services not yet provided) is refunded to the Client.
- 3.10. In case of the Client's request for early return of the Deposit, the refund of funds for prepaid cryopreservation is calculated based on storage for one full year, while funds for the years during which storage occurred and the year in which the Agreement is terminated are non-refunded.
- 3.11. In case of the Client's failure to appear for the provision of a Service at the time specified by the Enterprise, the funds paid for such Services are non-refunded. However, the Enterprise is obliged (if technically feasible and considering the technological process) to re-notify the

Client of the need to appear for the provision of the respective Service, indicating a new date and time. In case of the Client's repeated failure to appear for the provision of the respective Service, or if it is not possible to provide the Service again, the Enterprise has the right to unilaterally terminate this Agreement.

- 3.12. In case of unilateral termination of the Agreement at the initiative of the Client or the Enterprise, the cost of Services already provided and paid to the Enterprise is non-refunded. If Services were provided but not paid for, the Client is obliged to pay for them in full.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. 4.1. The Enterprise has the right to:

- 4.1.1. Refuse to provide Services to the Client in cases of detection during examination or testing (e.g., biological material collection) of a pathology that prevents the Enterprise from providing proper Services.
- 4.1.2. Refuse to provide Services to the Client in case of violation of internal regulations.
- 4.1.3. Terminate the provision of Services to the Client who fails to follow the Enterprise's medical prescriptions and instructions.
- 4.1.4. In special cases provided for by current Ukrainian legislation, restrict the provision of medical information to the Client.
- 4.1.5. Postpone the provision of Services (or part thereof), specifying another date and time for their provision, notifying the Client in advance whenever possible. Such notifications may be sent via telecommunications using the contact details provided by the Client at the end of this Agreement.
- 4.1.6. Propose amendments to the agreed Services if such a need arises due to medical indications or other objective reasons.
- 4.1.7. Terminate this Agreement and cease providing Services if, due to medical indications or other objective factors, it is impossible to continue providing the agreed Services, and the Client refuses to agree to the recommended changes.
- 4.1.8. Terminate this Agreement and cease providing Services if the Client refuses to sign the informed voluntary consent for medical intervention.
- 4.1.9. In situations where the Client requires urgent (emergency) care and it is objectively impossible to obtain the Client's or their legal representative's consent, independently determine the scope of examinations, medical interventions, and medications necessary to provide urgent (emergency) care.
- 4.1.10. In case of the Client's indebtedness, suspend the provision of Services until the debt is fully repaid, which does not relieve the Client of the obligation to pay the debt and liability for late payment of Services. In such cases, the Enterprise is not liable for any complications experienced by the Client, loss of biological material, or any other adverse consequences resulting from the suspension of agreed Services due to indebtedness.
- 4.1.11. Refuse to provide Services to the Client in cases of:
 - 4.1.11.1. Detection during examination (testing) of a pathology requiring referral of the Client to another healthcare institution.
 - 4.1.11.2. The Client's refusal of proposed changes to the agreed Service methods if such refusal may harm the Client's health.
 - 4.1.11.3. The Client providing false information about their health condition.
 - 4.1.11.4. The Client providing false information about medications they are taking.
- 4.1.12. In cases where, as a result of processing (including cultivation) of the Client's biological material, the amount of cellular product obtained exceeds the amount specified in the Service Specification, such excess becomes the property of the Enterprise, with the right to dispose of it at its discretion, including:

- 4.1.12.1. Using it for the treatment of other patients.
- 4.1.12.2. Using it for scientific experiments and research.
- 4.1.12.3. Selling it to other persons for treatment or scientific experiments and research.

4.2. The Client has the right to:

- 4.2.1. Receive complete and accurate information in an accessible form about: the cost of Services, the conditions of their provision by the Enterprise, the purpose of examinations and tests proposed by the Enterprise's medical staff (or invited specialists), the anticipated outcome of the Services, including risks to life and health, possible complications, and potential consequences of not receiving the Services. In special cases provided for by Ukrainian legislation, such information may be restricted by the Enterprise.
- 4.2.2. Pay for Services in installments, subject to written agreement with the Enterprise. In this case, the Parties sign an additional agreement to this Agreement or specify this circumstance in the Service Specification.
- 4.2.3. Refuse cord blood bank services (works) only before their provision (execution) begins. If the Client declares a refusal of cord blood bank services (works) after their provision (execution) has begun, the Client must pay the full cost of such services (works).
- 4.2.4. Request in writing from the Enterprise the receipt or early receipt of the Deposit or its part for further use in other healthcare institutions. In case of the Client's indebtedness, despite their request for the Deposit, the Enterprise has the right to apply the conditions of clauses 5.12 and 5.13 of this Agreement.

4.3. The Enterprise is obliged to:

- 4.3.1. Propose amendments to the agreed Services if necessary, except in cases provided for in clause 2.11 of this Agreement.
- 4.3.2. Provide the agreed Services in full, in compliance with current Ukrainian legislation and the Enterprise's internal regulations, in the manner and within the terms specified in this Agreement and the Enterprise's internal regulations.
- 4.3.3. Coordinate the timing of Service provision with the Client before the commencement of Services, unless otherwise dictated by the nature of the planned Services or the Enterprise's internal regulations.
- 4.3.4. In case of staged Service provision, coordinate with the Client the timing of the respective stages, unless otherwise dictated by the nature of the planned Services or the Enterprise's internal regulations.
- 4.3.5. Before the commencement of a specific stage of Services and upon its completion, provide the Client with written medical (physician) prescriptions and recommendations for mandatory compliance.
- 4.3.6. Ensure the provision of all Services stipulated in this Agreement and its annexes, except in cases provided for by this Agreement.
- 4.3.7. Maintain medical confidentiality, except in cases provided for by legislation.
- 4.3.8. Provide the Client with medical information within the scope and manner prescribed by current Ukrainian legislation.

4.4. The Client is obliged to:

- 4.4.1. Pay for the Enterprise's Services in full, in the manner and within the terms specified in this Agreement, in accordance with the prices set in the Enterprise's price list.
- 4.4.2. Attend scheduled visits at the designated times and comply with all requirements and recommendations of the Enterprise's staff.

- 4.4.3. Adhere to the Enterprise's internal regulations, with which the Client is familiarized at the time of signing this Agreement (posted on the notice board in the Consumer Corner and on the Enterprise's websites: www.reocellclinic.com and www.reocell.com).
- 4.4.4. In the event of complications arising after the provision of Services that do not require emergency medical care, immediately contact the Enterprise without seeking assistance from other medical institutions or physicians.
- 4.4.5. Provide accurate information during the collection of medical history and during the provision of Services, including promptly informing the Enterprise of any side effects or complications arising during or after the provision of Services.
- 4.4.6. If necessary, undergo additional examinations, obtain consultations from specialists not available at the Enterprise, or undergo additional tests by third parties, the Client is obliged to complete such examinations, consultations, or tests within the deadlines set by the Enterprise, paying for them at their own expense according to the price lists of the respective healthcare institutions. In such cases, the location of additional examinations, tests, or consultations must be agreed upon with the Enterprise.

5. LIABILITY OF THE PARTIES

- 5.1. For failure to perform or improper performance of obligations under this Agreement, the Parties shall be liable in accordance with current Ukrainian legislation and the terms of this Agreement.
- 5.2. The Enterprise shall be liable to the Client for failure to perform or improper performance of duties by the Enterprise's medical staff, failure to comply with requirements for the methods of Service provision permitted in Ukraine in accordance with current legislation.
- 5.3. The Enterprise shall not be liable for harm caused to the Client's health as a result of:
 - 5.3.1. The Client's failure to attend or untimely attendance at scheduled visits or follow-up medical examinations.
 - 5.3.2. Suspension of Service provision on the grounds specified in this Agreement.
 - 5.3.3. Early termination of the Agreement at the initiative of the Client or the Enterprise.
 - 5.3.4. The Client concealing information about their health condition or providing false information about their health condition.
 - 5.3.5. The Client's failure to comply with the Enterprise's prescriptions and recommendations.
 - 5.3.6. Other violations by the Client of the regime established by the Enterprise.
 - 5.3.7. Inability to provide Services due to prohibitions imposed during quarantine or other restrictive measures.
 - 5.3.8. Refusal to provide Services in cases specified in this Agreement and/or legislation.
 - 5.3.9. The Client's refusal to sign informed voluntary consent.
 - 5.3.10. Other cases provided for by this Agreement or legislation.
- 5.4. The Parties shall not be liable for failure to perform or improper performance of the terms of this Agreement in the event of extraordinary circumstances (force majeure) beyond the Parties' control, which they could not foresee and which prevent the Parties from fulfilling their obligations under this Agreement.
- 5.5. Force majeure circumstances include: natural disasters (storms, cyclones, floods, earthquakes, and other natural and climatic phenomena); war and military actions, riots, blockades, mass disturbances, strikes, disorders, and other unlawful actions; technological factors (lack of electricity, equipment damage, accidents, fires, etc.); actions, inaction, or acts of state authorities, executive bodies, or local self-government bodies aimed at suspending or terminating actions under this Agreement, which hinder the normal activities of the Parties, including changes in the regulatory and legislative framework governing the legal relations of the Parties under this Agreement.

- 5.6. The Party unable to fulfill its contractual obligations due to the circumstances specified in clause 5.5 of this Agreement must promptly notify the other Party in writing by any means, but no later than 10 calendar days from the date of their occurrence, and duly confirm this fact. The notification must specify the period for fulfilling the obligations under the Agreement.
- 5.7. If force majeure circumstances persist for more than six months, either Party may terminate the Agreement. In such cases, neither Party may demand compensation for possible losses from the other Party.
- 5.8. For violation of payment terms under this Agreement, the Client shall pay the Enterprise a penalty of 0.1% of the overdue amount for each day of delay.
- 5.9. The Enterprise shall not be liable to the Client for the quality of biological material and/or processing (processing) results after their transfer to the Client for use outside the Enterprise.
- 5.10. If invasive treatment methods based on the use of biological material and/or processing (processing) results of stem cells and their derivatives are applied to the Client, the quality of such Services is assessed after 180 calendar days from the date of provision of such Services, due to the specifics of the body's recovery and the mechanism of action of the applied methods.
 - 5.10.1. Dissatisfaction of the Client (or their legal representative) with the aesthetic result of invasive treatment methods, the absence of visible results, failure to achieve ideal results, or the occurrence of complications about which the Client was previously informed shall not be considered deficiencies in the invasive treatment methods, provided there was no violation of the methods and standards for providing such Services.
 - 5.10.2. Dissatisfaction with the aesthetic result of invasive methods is most often due to the Client's misperception of their new appearance, erroneous expectations regarding the aesthetic results of invasive methods before their application, and/or an unpredictable reaction of the body to such intervention, which is beyond the control of the physician or the Enterprise. Therefore, it is not considered a violation of quality standards by the Enterprise and cannot serve as grounds for satisfying claims.
- 5.11. In case of the Client's dissatisfaction with the result of invasive treatment methods, the Parties, after the complete recovery of the body (i.e., after 180 calendar days from the date of completion of Service provision), may additionally agree on other Services to improve the result, which the Client shall pay for on general terms.
- 5.12. By adhering to this Agreement, the Client agrees that, pursuant to Part 2 of Article 546 of the Civil Code of Ukraine, a contractual form of securing the Client's obligation to pay for deposit storage is established. In case of the Client's indebtedness for deposit storage, the Enterprise has the right to unilaterally terminate this Agreement and acquire ownership of the Client's Deposit, with the right to dispose of it at its discretion, including:
 - 5.12.1. Using the Deposit for the treatment of other patients.
 - 5.12.2. Using the Deposit for scientific experiments and research.
 - 5.12.3. Selling the Deposit to other persons for treatment or scientific experiments and research.
- 5.13. In continuation of clause 5.12 of this Agreement, the Client agrees that the transfer of ownership of the Deposit extinguishes the Client's debt to the Enterprise for deposit storage, including any penalties, and covers any possible losses. If the Enterprise receives income from the disposal of the Deposit that exceeds the Client's debt for deposit storage, including any penalties and possible losses, the entire difference remains the property of the Enterprise and is not subject to refund to the Client. If the Enterprise receives income from the disposal of the Deposit that is less than the Client's debt for deposit storage, including any penalties and possible losses, the Enterprise has no additional claims against the Client.
- 5.14. The Enterprise shall not be liable to the Client for the inability to provide Services of proper quality, including obtaining a cellular product in the quantity specified in the Service

Specification, due to the reasons outlined in clauses 2.13 and 2.14 of this Agreement or other objective reasons beyond the Enterprise's control.

6. TERM OF THE AGREEMENT

- 6.1. This Agreement enters into force from the moment of its publication on the Enterprise's official websites: www.reocellclinic.com and www.reocell.com.
- 6.2. The term of this Agreement is unlimited.
- 6.3. Amendments and additions to this Agreement are made unilaterally by the Enterprise.
- 6.4. Amendments to this Agreement take effect from the date of their publication on the Enterprise's official websites: www.reocellclinic.com and www.reocell.com.
- 6.5. Amendments to this Agreement apply only to Services provided after the respective amendments take effect.
- 6.6. The Enterprise may unilaterally terminate this Agreement at any time.
- 6.7. This Agreement is considered terminated from the date of publication of the respective decision by the Enterprise on its official websites: www.reocellclinic.com and www.reocell.com.
- 6.8. From the date of publication of the Enterprise's decision to terminate this Agreement, the Agreement continues to apply only to those Clients who, as of the date of such publication, have adhered to the Agreement and are still receiving agreed Services.
- 6.9. Grounds for unilateral termination of the Agreement at the Enterprise's request include the occurrence of circumstances specified in clauses 4.1.1, 4.1.2, 4.1.3, 4.1.7, 4.1.8, and 4.1.11 of this Agreement, as well as other cases specified in the terms of this Agreement and legislation.

7. DISPUTE RESOLUTION PROCEDURE

- 7.1. In case of detection of deficiencies in the provided Service, the Client has the right to file claims directly during the receipt of such Service, or, if it is objectively impossible to detect deficiencies at the time of receipt, within seven calendar days from the date of actual provision of the specific Service.
- 7.2. In case of detection of significant deficiencies in the provided Service, the Client has the right to file claims within fourteen calendar days from the date of actual provision of the specific Service.
- 7.3. Significant deficiencies are understood as deficiencies that make the result of the Service impossible or unacceptable, reoccur after correction, but are solely due to the actions of the Enterprise's staff and not due to the Client's individual physiological characteristics, the development of a disease (emergence of new diseases), objective shortcomings of the diagnostic, preventive, or treatment methods agreed with the Client, deficiencies in the method of Service provision, or the state of scientific knowledge and technology.
- 7.4. Risks of failure to achieve the planned Service results, including risks of complications about which the Client was informed prior to the provision of the Service and which occurred due to reasons beyond the Enterprise's control, do not constitute grounds for filing or satisfying claims.
- 7.5. The Enterprise shall not be liable for deficiencies resulting from the Client's failure to comply with the terms of this Agreement, physician's recommendations, the objective development of a disease, the emergence of new diseases in the Client, the Client's individual physiological characteristics, etc.
- 7.6. All disputes arising during the performance of this Agreement shall be resolved through negotiations between the Parties.
- 7.7. In case of claims regarding the quality of provided Services, the Client must submit a written claim to the Enterprise within the deadlines specified in this Agreement. Oral claims will not be considered.

- 7.8. The Client's written claim shall be reviewed within thirty calendar days. If an expert examination is required, the review period is extended for the duration of the examination.
- 7.9. If, during the review of the Client's claims, it becomes necessary to determine the causes of deficiencies (significant deficiencies) in the provided Services, the Enterprise has the right to organize an expert examination. The examination is conducted at the Enterprise's expense. If the examination concludes that the deficiencies arose without the fault of the Enterprise or persons for whose actions the Enterprise is responsible, the Client's claims shall not be satisfied, and the Client shall be obliged to reimburse the Enterprise for all examination costs.
- 7.10. The Client may not evade participation in an examination organized by the Enterprise, including providing all medical and other documents in their possession and, at the request of the Enterprise or the expert, undergoing examinations, diagnostic tests, providing biological samples or materials for analysis, etc.
- 7.11. If the Client evades participation in the examination, their claims are considered entirely baseless and not subject to satisfaction. The Client who evades participation in the examination is obliged to reimburse the Enterprise for all costs incurred in organizing the examination.
- 7.12. If a dispute cannot be resolved through negotiations, it shall be resolved in court in accordance with current Ukrainian legislation.

8. FINAL PROVISIONS

- 8.1. The collection, processing, and storage of the Client's information are carried out by the Enterprise in accordance with the requirements of the Law of Ukraine "On Personal Data Protection."
- 8.2. By adhering to this Agreement, the Client consents to the storage, processing, and use of their personal data provided to the Enterprise's authorized representative for the purposes of providing Services, creating medical documentation, and other matters related to the performance of this Agreement.
- 8.3. The Enterprise may not disclose information about the Client that became known to the Enterprise in connection with the performance of this Agreement to third parties, except in cases provided for by Ukrainian legislation and other agreements, including voluntary medical insurance (continuous health insurance).
- 8.4. Within five days of any change in personal data, including the actual address of residence/location, phone numbers, or email address, the Client is obliged to notify the Enterprise in writing of the new information. In case of failure to provide or untimely provision of such information, any notifications sent to the previously provided details are considered duly made, and the Enterprise is relieved of any liability for consequences related to the Client's untimely receipt of such notifications.
- 8.5. By adhering to this Agreement, the Client consents to receiving notifications from the Enterprise via Internet telecommunications regarding the Enterprise's activities and/or information arising from this Agreement.
- 8.6. By adhering to this Agreement, the Client confirms that they have been informed by the Enterprise of the risk that, due to the individual characteristics of the biological material, it may not be possible to obtain a sufficient quantity of cells for use by the Client and/or third parties. Understanding that this risk is beyond the Enterprise's control, the Client accepts this risk and acknowledges that its occurrence does not indicate poor-quality Services and/or grounds for a refund or any other form of compensation.
- 8.7. By adhering to this Agreement, the Client confirms that they have been informed by the Enterprise that, for the purpose of enhancing public safety during the provision of Services, the Enterprise conducts video surveillance, specifically recording all events occurring in the Enterprise's premises using technical means.

- 8.8. Information obtained during video surveillance is confidential and protected by law, with restricted access.
- 8.9. By adhering to this Agreement, the Client consents to video surveillance.
- 8.10. By adhering to this Agreement, the Client consents to the maintenance of a video protocol of medical interventions in cases provided for by the Enterprise's rules for providing the respective Services.
- 8.11. Pursuant to Article 307 of the Civil Code of Ukraine, the Client provides their gratuitous consent to photo and video recording. The obtained photo and video materials depicting the Client may be used free of charge, if necessary, to establish the quality of provided Services, prove improper behavior by the Client, and in other cases in the event of disputes between the Parties.