

**PUBLIC CONTRACT  
PROVISION OF MEDICAL SERVICES AND  
CORD BLOOD BANK SERVICES**

Kyiv

**Limited Liability Company "Medical Center "M.T.K."**, represented by the General Director Dmytro Ivanovych Derkach, acting on the basis of the Charter (hereinafter referred to as the "Company"), based on Articles 633, 641, 644 of the Civil Code of Ukraine, publicly offers an unlimited number of persons the opportunity to receive paid medical services and umbilical cord blood bank services, on the terms specified in this Agreement, by publishing the terms and conditions of providing such services, as set forth in this Agreement, which constitutes a public contract of accession.

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

The Client's accession to this agreement is made either by signing a simple written application for accession or in electronic form, after the Client's identification on the respective website.

**1. MAIN DEFINITIONS USED IN THE AGREEMENT.**

- 1.1. **Biological material** - tissues, cells, biological fluids, secretions and products of vital activity, physiological secretions, smears, scrapings, washes, biopsy material obtained from the Client.
- 1.2. **Umbilical cord blood bank, other human tissues and cells** - a structural unit of the Company that has obtained the respective license and independently or with the assistance of third parties, conducts the activity of the umbilical cord blood bank.
- 1.3. **Biotechnological laboratory** - a structural unit that processes (processes) biological material, labels (encodes), and, if necessary, conducts testing (checks) of products and/or preparations of umbilical cord blood, other human tissues, and cells.
- 1.4. **Cells** - individual/discrete cells or in vitro cell cultures not combined into any tissue (except reproductive cells).
- 1.5. **Product and/or preparation of umbilical cord blood, other human tissues, and cells (Cellular Product)** - a product and/or preparation consisting of untreated or differently processed (manipulated) cells/tissues and auxiliary substances or untreated or manipulated cells/tissues and auxiliary substances in combination with pharmacological substances and/or medical devices. Tissues and cells used as autologous transplants within one surgical procedure and not subjected to preservation and storage are not products and/or preparations of umbilical cord blood, other human tissues, and cells. Cellular products may include preparations of mesenchymal stem cells and fibroblasts, cell lysates, PRP, exosomes, etc.
- 1.6. **Deposit** - frozen (cryopreserved) biological material of the Client, after a complex of works and services for testing, processing, preparation for freezing, and freezing (cryopreservation), which is stored in the Company's cryobank and belongs to the Client.

- 1.7. **Creation of a deposit** - a complex of works and services for the selection of the Client's biological material, its testing, processing, preparation for freezing, and freezing (cryopreservation). The deposit is considered created from the moment of freezing (cryopreservation) of the biological material.
- 1.8. **Processing** - manufacturing of products and/or preparations of umbilical cord blood, other human tissues, and cells.
- 1.9. **Tissues** - a system of cells and intercellular substance that are similar in origin, structure, and adapted to perform one or more common functions.
- 1.10. **Client** - under this Agreement, any legally capable adult individual who has submitted an application to join this Agreement without any reservations.
- 1.11. *The meaning of other concepts and terms is determined by the legislation of Ukraine and specialized dictionaries of concepts and terms of the World Health Organization.*

## 2. SUBJECT OF THE AGREEMENT.

- 2.1. Under the terms of this Agreement, the Company undertakes to provide the Client with medical services and/or services (perform works) of umbilical cord blood bank (hereinafter together - Services), and the Client undertakes to pay for the Services in accordance with the terms and conditions specified in this Agreement.
- 2.2. Place of Service Provision: Kyiv, 10 Mykoly Amosova Street.
- 2.3. By joining this Agreement, the Client consents to undergo preliminary diagnostic procedures determined by the regulations of the Company and other standards necessary for the quality provision of Services.
- 2.4. The specific types of Services that the Company must provide to the Client will be determined by the Company's employees after a medical examination of the Patient, taking into account the diagnostic examinations, Client's complaints, medical history, general health status of the Client, medical indications for examination and treatment, considering the material and technical capabilities of the Company.
- 2.5. Taking into account the complaints, medical history, general health status of the Client, medical indications for treatment, the Company has the right to require the Client to undergo diagnostic examinations, submit analyses, receive consultations from certain specialists, etc. For this purpose, the Client may be referred to third parties, the cost of services of which he/she pays independently. The results of diagnostic examinations, analyses, consultations are the basis for justifying the list of proposed Services.
- 2.6. After examining the Client and obtaining diagnostic results, the Company offers the Client possible options for Services or refuses to provide any Services. The Client has the right to choose one of the proposed options or refuse all proposed options.
- 2.7. In case the Client agrees to the proposed option of Services by the Company, the Parties shall draw up a Service Specification. The name, type, and scope of Services that the Company will be obliged to provide to the Client are determined in the Service Specification, which is drawn up after fulfilling the conditions specified in paragraphs 2.4-2.6 of this Agreement and becomes an integral part of this Agreement.
- 2.8. Before commencing any planned medical interventions, the Client must sign an informed voluntary consent form approved by the Ministry of Health of Ukraine and/or the Company.
- 2.9. In case of refusal of the proposed Services, the Client must submit 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 the event that during the provision of Services, previously agreed upon with the Client, it is found that the Client requires other or additional types of Services, or the provision of Services in a different scope, or the use of other materials and/or preparations is necessary, and it is impossible to agree on such changes without causing harm to the life or health of the Client (for example: the Client is in an emergency condition), the Client authorizes the Company to make the necessary changes independently and undertakes to pay for such previously unapproved Services at the prices, according to the current price list of the Company at the time of provision of these Services.
- 2.12. The Company has the right to involve third parties in the performance of this Agreement, remaining fully responsible to the Client for the breach of the agreement.
- 2.13. The Parties understand that there are circumstances that, regardless of the good faith of the parties, affect the final result of Services for the creation of a deposit, processing (processing), including, but not limited to: the characteristics of the biomaterial (for example, the age of the Client, too small volume of biomaterial, etc.) or concomitant diseases (including changes in karyotype, diabetes, autoimmune diseases, etc.), which may interfere with cell cultivation and achieve other results specified in the Service Specification.
- 2.14. In the event that the Company cannot achieve the planned result of Services for reasons set forth in paragraph 2.13 of this Agreement, the Parties jointly decide whether there is a reasonable probability of achieving the required result after taking another biomaterial sample from the Client or replacing samples of one type of biomaterial with another, or whether it is advisable to abandon the planned Services altogether.

### **3. PRICE OF THE AGREEMENT (COST OF SERVICES), TERMS AND CONDITIONS OF PAYMENT.**

- 3.1. Preliminary diagnostic procedures (examinations, tests, etc.) are subject to a fee, the cost of which is determined in accordance with the current price list of the Enterprise.
- 3.2. The cost of the services provided under this Agreement is approximately determined based on the scope of the ordered Services specified in the Specification, at prices defined according to the current price list of the Enterprise.
- 3.3. The final cost of the Services will be determined at the time of commencement of the specific Service provision based on the price list of the Enterprise effective at that time, taking into account the cases provided for in clauses 2.11 of this Agreement.
- 3.4. The Company reserves the right to unilaterally change the cost of Services by approving changes to the Company's price list or its new edition. These changes (new edition) apply exclusively to those Services that have not yet been paid for by the Client at the time of their introduction.
- 3.5. The total amount of this Agreement consists of the total cost of all previous diagnostic procedures and Services provided.
- 3.6. Payment for previous diagnostic procedures and Services is made by the Client before the start of the respective preliminary diagnostic procedure or Service by one of the following methods chosen by the Client:
  - 3.6.1. by making payment in cash to the Company's cash desk by the Client.

- 3.6.2. by making payment by the Client using a payment card with the use of the Company's payment terminal.
- 3.6.3. by remote payment, using internet-telecommunication connection in the Client's personal account in the respective department.
- 3.7. If there is a need to adjust the Services during their provision in terms of increasing or decreasing volumes, or changing the methods of providing the Services (conducting additional compatibility tests, additional stages of the technological process, transfusion procedures, etc.), then the final cost of the Services under the Agreement is subject to corresponding adjustment. The Company must coordinate such changes with the Client, except in cases specified in clause 2.11 of this Agreement.
- 3.8. In cases of early termination of Services provision to the Client on grounds provided for in clauses 4.1.2, 4.1.3 of this Agreement, the funds paid by the Client are non-refundable.
- 3.9. In the event of unilateral refusal by the Client from Services not yet provided (part of the Services), the prepaid amount (part of the prepayment equal to the cost of the remaining part of the Services not yet provided) is refunded to the Client.
- 3.10. Upon the Client's demand for early return of the deposit, the refund for the prepayment for cryopreservation of the deposit is made on the basis of storage for one full year. Money for the years during which storage occurred and the year in which the Agreement is terminated is not subject to refund.
- 3.11. In the event of the Client's failure to appear for the provision of the Service at the time specified by the Company, the funds paid for such Services are non-refundable. In this case, the Company is obliged (if technically feasible and considering the technological process) to notify the Client again of the need to arrive for the provision of the respective Service, specifying a new date and time. In the event of the Client's repeated failure to appear for the provision of the respective Service, or in the event of impossibility to provide the Service again, the Company has the right to unilaterally terminate this Agreement.
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- 3.12. In the event of unilateral termination of the contract at the initiative of the Client or the Company, the cost of already provided Services paid to the Company is non-refundable. If the Services have been provided but not paid for, the Client is obliged to pay for them in full.

## **4. RIGHTS AND OBLIGATIONS OF THE PARTIES.**

### **4.1. The Company has the right to:**

- 4.1.1. Refuse the Client in providing Services in cases of detecting during examination or investigation (collection of biological material, etc.) pathology that prevents the Company 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 does not follow medical prescriptions and instructions of the Company.
- 4.1.4. In special cases provided for by current legislation of Ukraine, restrict the provision of medical information to the Client.
- 4.1.5. Reschedule the provision of Services (part of Services), indicating another date and time for the provision of such Services, notifying the Client in advance, if possible. Such notifications may be sent via means of telecommunication using the details provided by the Client at the end of this Agreement.

- 4.1.6. Propose changes to the agreed Services to the Client, if necessary due to medical indications or other objective reasons.
- 4.1.7. Terminate this Agreement and cease the provision of Services if, due to medical indications or other objective factors, it is not possible to continue providing the Services previously agreed with the Client, and the Client refuses to agree to the recommended changes.
- 4.1.8. Refuse this Agreement and terminate the provision of Services if the Client does not sign an informed voluntary consent for medical intervention.
- 4.1.9. In situations where urgent assistance is needed for the Client, and it is impossible for objective reasons to obtain consent from the Client or their legal representative, or for the Client to independently determine the scope of research, medical interventions, and medicines necessary for the provision of urgent assistance.
- 4.1.10. In case of Client's indebtedness, the Company reserves the right to suspend the provision of Services until the full repayment of the debt, which does not exempt the Client from the obligation to repay the debt and from liability for untimely payment for the Services. In this case, the Company is not responsible for any complications that may arise for the Client, loss of biological material, or any other harmful consequences arising from suspension of the provision of agreed Services due to indebtedness.
- 4.1.11. Refuse to provide Services to the Client in the following cases:
  - 4.1.11.1. detection of pathology during examination (investigation) requiring referral of the Client to another healthcare institution.
  - 4.1.11.2. if the Client refuses proposed changes to the agreed methods of providing Services, and this refusal may harm the Client's health.
  - 4.1.11.3. providing the Client with inaccurate information about their health condition.
  - 4.1.11.4. providing the Client with inaccurate information about the medications they take.
- 4.1.12. In case, as a result of processing (processing), including cultivation of the Client's biological material, the amount of the obtained cellular product exceeds the amount specified in the Specification, such excess is the property of the Company to dispose of at its own discretion, including:
  - 4.1.12.1. use for the treatment of other patients.
  - 4.1.12.2. use for conducting scientific experiments and research.
  - 4.1.12.3. to sell to other persons for treatment, or for scientific experiments or research.

## **4.2. Client's Rights:**

- 4.2.1. To receive comprehensive and accurate information in an accessible form about: the cost of Services, the terms of their provision by the Company, the purpose of the examinations and research proposed by the Company's medical personnel (or invited specialists), the expected outcomes following the provision of Services, including the presence of risks to life and health, possible complications that may arise in case of non-provision of Services. In special cases provided by the current legislation of Ukraine, such information may be limited by the Company.
- 4.2.2. To pay for the Services in installments, subject to written agreement with the Company regarding this circumstance. In this case, the Parties sign an additional agreement to this Agreement, or indicate this circumstance in the Service Specification.
- 4.2.3. To refuse services (works) of cord blood bank only before their provision (performance). If the Client declares a refusal from the services (works) of the cord blood bank after their provision (performance) has begun, the Client must pay the full cost of such services (works).

4.2.4. The Client has the right to apply to the Company with a written demand for the receipt or early receipt of the deposit, its part, for further use in other healthcare institutions. In case of the Client's indebtedness, despite his demand for the receipt of the deposit, the Company has the right to apply the conditions of clauses 5.10, 5.11 of this Agreement.

#### **4.3. The Company is obliged to:**

- 4.3.1. In case of necessity, propose changes to the agreed Services to the Client, except as provided in clause 2.11 of this Agreement.
- 4.3.2. Provide the agreed Services in full compliance with the norms of the current legislation of Ukraine and the internal regulations of the Company, in the manner and within the timeframes defined by this Agreement and the internal regulations of the Company.
- 4.3.3. Before commencing the provision of Services, agree on the deadlines for the provision of such Services with the Client, unless otherwise indicated by the nature of the planned Services or the internal regulations of the Company.
- 4.3.4. In case of providing staged Services, agree with the Client on the time allocated for conducting the respective stages, unless otherwise indicated by the nature of the planned Services or the internal regulations of the Company.
- 4.3.5. Before commencing a specific stage of the Services, as well as after the completion of such stage, provide the Client with medical (prescriptions) and recommendations in writing for their strict adherence.
- 4.3.6. Ensure the provision to the Client of all Services provided by this Agreement and its annexes, except as provided in this Agreement.
- 4.3.7. Not disclose medical secrets, except as provided by law.
- 4.3.8. Provide the Client with medical information within the limits and in the manner determined by the current legislation of Ukraine.

#### **4.4. The Client is obligated to:**

- 4.4.1. Pay for the Company's Services in full, in accordance with the terms and deadlines specified in this Agreement, at prices determined by the Company's price list.
- 4.4.2. Attend scheduled visits at the designated time and comply with all requirements and recommendations of the Company's staff.
- 4.4.3. Adhere to the internal regulations of the Company, which the Client has reviewed at the time of signing this agreement (posted on the notice board in the Customer Corner and on the Company's website: <https://www.reocell.com>).
- 4.4.4. In the event of any complications arising after the provision of Services that do not require emergency medical assistance, immediately contact the Company 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 Company of all side effects and complications that may arise during and after the provision of Services.
- 4.4.6. If necessary, undergo additional examination or seek consultation from a specialist not available at the Company, or undergo additional tests with third parties, the Client is obligated to undergo such examination, consultation, or testing within the timelines established by the Company, paying for these examinations, consultations, and tests at the rates of the respective healthcare

institutions at their own cost. In this case, the location for undergoing additional examination, testing, or obtaining the relevant specialist consultation must be agreed upon with the Company.

## 5. RESPONSIBILITY OF THE PARTIES.

- 5.1. The Parties shall bear liability for non-performance or improper performance of obligations under this Agreement in accordance with the current legislation of Ukraine and the terms of this Agreement.
- 5.2. The Company shall be responsible to the Client for non-performance or improper performance of duties by the medical staff of the Company, non-compliance with the requirements for the methods of providing Services permitted in Ukraine in accordance with the current legislation of Ukraine.
- 5.3. The Company shall not be liable for damages to the Client's health as a result of:
- 5.3.1. client's absence or untimely arrival for scheduled visits or follow-up medical examinations;
  - 5.3.2. suspension of Services provision on grounds specified in this Agreement;
  - 5.3.3. early termination of the Agreement at the initiative of the Client or the Company;
  - 5.3.4. client's concealment of information about their health status or provision of false information about their health status;
  - 5.3.5. client's failure to comply with the prescriptions and recommendations of the Company;
  - 5.3.6. other violations by the Client of the regimen established by the Company;
  - 5.3.7. inability to provide Services due to restrictions imposed during quarantine or other restrictive measures;
  - 5.3.8. refusal to provide Services in cases specified in this Agreement and/or by law;
  - 5.3.9. patient's refusal to sign informed voluntary consent;
  - 5.3.10. in other cases provided by this agreement or by law.
- 5.4. The Parties shall not be liable for non-performance or improper performance of the terms of this Agreement in the event of occurrence of exceptional circumstances due to objective reasons (force majeure circumstances) that the Parties could not foresee and that prevent the Parties from performing their obligations under this Agreement.
- 5.5. Force majeure circumstances shall include: natural disasters (storms, cyclones, floods, earthquakes, and other natural and climatic phenomena); war and military actions, coups, blockades, mass unrest, strikes, riots, and other unlawful actions; technological factors (lack of electricity, equipment damage, accidents, fires, etc.); actions, inaction, or acts of state authorities, executive authorities, and local self-government bodies aimed at termination or suspension of actions under this Agreement, which impede the normal activities of the Parties, including changes in the regulatory and legislative framework regulating the legal relations of the Parties under this Agreement.
- 5.6. The Party unable to fulfill its contractual obligations due to circumstances specified in clause 5.5. of the Agreement shall promptly notify the other Party thereof in writing by any means, but no later than 10 calendar days from the date of their occurrence, and duly confirm this fact. This notification shall specify the deadline for fulfilling the obligations under the Agreement.
- 5.7. If force majeure circumstances persist for more than six months, each of the Parties may terminate the Agreement. In this case, neither Party shall have the right to claim compensation for possible damages from the other party.

- 5.8. For violation of payment terms under this Agreement, the Client shall pay the Company a penalty in the amount of 0.1% of the overdue amount for each day of delay.
- 5.9. The Company shall not be liable to the Client for the quality in case of withdrawal of biological material and/or processing results (processing) after transferring such materials to the Client for use outside the Company's premises.
- 5.10. By entering into 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 storage services is established, namely, in case of the Client's arrears in payment for storage of the deposit, the Company has the right to unilaterally terminate this Agreement and acquire ownership rights to the Client's deposit with the right to dispose of the deposit at its discretion, including:
- 5.10.1. use the deposit for the treatment of other patients;
  - 5.10.2. use the deposit for conducting scientific experiments and research;
  - 5.10.3. sell the deposit to other persons for treatment purposes or for conducting scientific experiments or research.
- 5.11. In continuation of the provisions of clause 5.10 of this Agreement, the Client agrees that the transfer of ownership rights to the deposit extinguishes the Client's indebtedness to the Company for storage of the deposit, including any penalty sanctions and covers any possible losses. In case the Company receives income from the disposal of the deposit that exceeds the Client's indebtedness to the Company for storage of the deposit, including any penalty sanctions and possible losses, the entire difference amount remains the property of the Company and is not subject to return to the Client. In case the Company receives income from the disposal of the deposit that is less than the Client's indebtedness to the Company for storage of the deposit, including any penalty sanctions and possible losses, the Company has no additional claim against the Client.
- 5.12. The Company shall not be liable to the Client in case of impossibility to provide Services of proper quality, including obtaining a cellular product in the quantity specified in the Specification, on grounds set forth in clauses 2.13, 2.14 of this agreement, or due to other objective reasons beyond the control of the Company.

## 6. TERMS OF THE AGREEMENT.

- 6.1. This Agreement shall enter into force upon its publication on the official website of the Company: <https://www.reocell.com>.
- 6.2. The term of this Agreement is indefinite.
- 6.3. Amendments to this Agreement shall be made by the Company unilaterally.
- 6.4. Changes to this Agreement shall take effect from the date of their publication on the official website of the Company: <https://www.reocell.com>.
- 6.5. Changes to this Agreement shall apply only to Services provided after the entry into force of the relevant changes.
- 6.6. The Company may unilaterally terminate this Agreement at any time.
- 6.7. This agreement shall be considered terminated from the date of publication of the respective decision of the Company on its official website: <https://www.reocell.com>.
- 6.8. From the date of publication of the respective decision of the Company to terminate this Agreement, this Agreement shall continue to be valid exclusively for those Clients who joined

the Agreement on the date of publication of such decision and to whom agreed Services are still provided.

- 6.9. The Company may unilaterally terminate the agreement based on the 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 outlined herein and by applicable legislation.

## **7. DISPUTE RESOLUTION PROCEDURE.**

- 7.1. In case of defects in the provided Service, the Client has the right to submit claims directly at the time of receiving such Service, and in case of objectively impossible detection of defects at the time of acceptance - within seven calendar days from the actual provision of the specific service.
- 7.2. In case of significant defects in the provided service, the Client has the right to submit claims within fourteen calendar days from the actual provision of the specific Service.
- 7.3. Significant defects are understood to be those defects that make the result of the Service impossible or unacceptable, reappear after correction, but depend entirely on the actions of the employees of the Company, rather than on the individual characteristics of the Client's body or the development of diseases (emergence of new diseases) or objective shortcomings in the agreed methods of diagnosis, prevention or treatment with the Client, or shortcomings in the method of providing Services, or the state of development of scientific knowledge and technologies.
- 7.4. Risks of failure to achieve the planned results of the Services, including risks of complications, about which the Client was warned before the provision of the Services and which occurred due to reasons independent of the Company, are not grounds for submission and/or satisfaction of claims.
- 7.5. The Company shall not be liable for defects arising from the Client's failure to comply with the terms of this Agreement, the doctor's recommendations, the objective development of the disease, the appearance of new diseases in the Client, individual characteristics of the Client's body, etc.
- 7.6. All disputes arising from the performance of this agreement are resolved through negotiations between the Parties.
- 7.7. In case of claims regarding the quality of the provided Services, the Client must submit a claim to the Company in writing within the deadlines specified in this agreement. Oral claims will not be considered.
- 7.8. The written claim of the Client is considered within thirty calendar days. In case of expert examination, the period for considering the claim is extended for the duration of the examination.
- 7.9. If it becomes necessary to determine the causes of defects (significant defects) in the provided Services during the consideration of the Client's claims, the Company has the right to organize the conduct of the relevant expertise. The expertise is carried out at the expense of the Company. If the conclusions of the expertise prove that the defects arose without the fault of the Company or persons for whose actions the Company is responsible, the Client's claims are not satisfied, and the Client is obliged to reimburse the Company for all expenses incurred for the expertise.
- 7.10. The Client has no right to evade participation in the expertise organized by the Company, including providing all medical and other documents available to him, and, at the request of the Company or the expert, undergo examination and/or diagnostic tests, submit analyses, provide any biological samples and materials for research, etc.
- 7.11. If the Client refuses to participate in the expertise, it is considered that his claims are entirely groundless and not subject to satisfaction. The Client who evades participation in the expertise is obliged to reimburse the Company for all expenses incurred in organizing the expertise.

- 7.12. If the dispute cannot be resolved through negotiations, it shall be resolved in court in accordance with the current legislation of Ukraine.

## 8. CONCLUDING PROVISIONS.

- 8.1. The receipt, processing, and storage of Client's information are carried out by the Company in accordance with the requirements of the Law of Ukraine "On Protection of Personal Data".
- 8.2. By accepting this Agreement, the Client consents to the storage, processing, and use of their personal data provided to the authorized person of the Company for the purpose of providing Services, creating medical documentation, and for other matters related to the execution of this Agreement.
- 8.3. The Company is not entitled to disclose information about the Client to third parties, which became known to the Company in connection with the execution of this Agreement, except in cases provided by the legislation of Ukraine and other agreements, including voluntary medical insurance (continuous health insurance).
- 8.4. Within a 5-day period from the date of any changes in personal data, including the actual address of location/residence, telephone numbers, email addresses, the Client is obliged to inform the Company in writing about the new data. In case of failure to provide or untimely provision of such information, any notifications sent to the previously provided data shall be considered properly made, releasing the Company from any liability for consequences associated with the Client's failure to timely receive the relevant notification.
- 8.5. By entering into this Agreement, the Client consents to receive messages from the Company via internet-telecommunication means regarding the activities of the Company and/or information arising from this agreement.
- 8.6. By entering into this Agreement, the Client acknowledges being informed by the Company about the risk that, due to the individual characteristics of biological material, there is a possibility of not obtaining a sufficient dose of cells from such material for use by the Client and/or third parties. Understanding that this risk is not dependent on the Company, the Client assumes such risk and understands that the occurrence of this risk is not evidence of poorly provided Services and/or grounds for a refund or payment of any other form of compensation.
- 8.7. By entering into this Agreement, the Client confirms being informed by the Company that, for the purpose of enhancing public safety during the provision of Services, video surveillance is conducted by the Company, namely, the recording of all events occurring within the premises of the Company using technical means.
- 8.8. Information obtained through video surveillance is confidential and protected by law, with restricted access.
- 8.9. By entering into this agreement, the Client consents to video surveillance being conducted.
- 8.10. By entering into this agreement, the Client consents to the recording of a video protocol of medical intervention, in cases provided for by the rules of the Enterprise for the provision of the respective Services.
- 8.11. In accordance with Article 307 of the Civil Code of Ukraine, the Client provides their free consent to their photo and video recording. The obtained photo and video materials featuring the Client may be used free of charge, if necessary, to establish the quality of the provided Services, prove improper conduct of the Client, and in other cases where disputes arise between the parties.