

PUBLIC OFFER AGREEMENT
(Agreement) on the provision of hotel services

Odesa, October 01, 2022

This public offer (agreement) on the provision of hotel services, hereinafter referred to as the "Agreement", is concluded between the Representatives of the Gagarin Hotel, hereinafter referred to as the "Executor", and all those wishing to receive hotel services, hereinafter referred to as the "Customer" or "Client", and regulates legal relations related to the Executor's provision of hotel services to the Customer (Client) on the terms specified in this Agreement.

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

- 1. Hotel "Gagarin"** (hereinafter - "Hotel") is a complex of premises located at the address: Odesa, street Gagarin plateau, 5 b, where are hotel rooms located, which consist of one or more furnished rooms equipped for temporary accommodation. Also restaurant, lobby bar, fitness halls equipped with exercise machines, sports equipment and other property necessary for fitness classes, hairdresser's, premises for recreation, sanitary, auxiliary and service premises, as well as common areas.
- 2. Hotel Representatives** - are legal entities or natural persons - entrepreneurs who carry out their economic or business activities on the territory of "Gagarin" Hotel and

provide hotel services to the Customer (Clients). Information about the representatives of the Hotel is indicated at the information stand (consumer's corner) in the Gagarin Hotel.

3. Customer - any natural person who orders (reserves) hotel services at the Hotel.

4. The Hotel website is the official web page of the Executor on the Internet at www.gagarinn.com, which is one of the main sources of information for Customers (Clients).

5. The Client is any natural person who personally or for whom the Customer orders (reserves) hotel services and who receives hotel services at the Hotel.

6. A group of clients is a certain number of individuals who personally or for whom the Customer orders (reserves) hotel services, who arrive at the Hotel at the same time and stay in the Hotel.

7. Hotel services are services for temporary accommodation in the Hotel.

8. Hotel room - a separate furnished room consisting of one or more rooms equipped for temporary living (accommodation).

9. Place (bed-place) - part of the area of the room with a bed, bed linen, towels and other equipment, intended and suitable for one person.

10. Booking - the process of ordering hotel services by the Customer from the Executor in a certain amount, with the purpose of using the services in the agreed terms by the Client or Group of clients.

11. Check-in date - the date of arrival of the Client or Group of clients to the Hotel.

12. Check-out date - the date of departure of the Client or Group of clients from the Hotel.

13. Settlement hour - the hour that is set in the Hotel and when the Client or Group of clients must vacate the room/rooms on the day of departure.

14. Check-in time - the time set in the Hotel for check-in without additional payment.

15. Early check-in - check-in of the Client or Group of clients to the Hotel before the check-in time.

16. Late check-out - departure of the Client or Group of clients from the Hotel after the settlement hour.

1. SUBJECT OF THE AGREEMENT

1.1. Under the terms of this Agreement, the Customer makes reservations for rooms (places) in the Hotel for the accommodation of the Client or Group of Clients, and makes payment (guarantees payment) of the reserved rooms (places), and the Executor provides hotel services (temporary accommodation services) to the Clients indicated by the Client, respectively to the terms of this Agreement.

1.2. Reservation of rooms (places) in the Hotel is carried out on the basis of information provided by the Customer.

1.3. The payment procedure and cost of hotel services provided by the Executor are indicated on the Hotel's website.

1.4. Check-in time at the Hotel is after 14:00.

1.5. Check-out time at the Hotel is before 12:00.

2. CONTRACT CONCLUSION PROCEDURE

2.1. According to Article 633 of the Civil Code of Ukraine, this Agreement is a public agreement.

2.2. Placing the text of this Agreement by the Executor on the Hotel's website is the Executor's offer to all those who wish to receive hotel services at the Hotel to enter into an agreement on the terms set forth in the text of this Agreement.

2.3. The Agreement is concluded by the Customer's full, unconditional acceptance of all conditions set forth in the text of this Agreement.

2.4. The moment of conclusion of the Agreement is considered to be the reservation of a room (place) in the Hotel by the Customer, payment of hotel services or direct use of hotel services (accommodation). From this moment, the Customer (Client) is a party to the Public Contract.

2.5. The public contract is concluded and thus has legal force in accordance with Art. 642 of the Civil Code of Ukraine and is equivalent to a contract personally signed by the Customer (Client) and the Executor.

2.6. The Customer (Client) declares that he is of healthy mind and clear memory, acts voluntarily, consciously and intelligently, without the influence of deception, without any coercion, both physical and psychological, understands the meaning of his actions and his legal and factual consequences and is aware and confirms that the fact of concluding this Agreement by him means that the Customer certifies.

I agree to all the terms of the Agreement.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The executor is obliged to:

3.1.1. After the Customer has booked a room (place) in the Hotel, send a confirmation of booking a room (place) in the Hotel to the e-mail address specified by the Customer.

3.1.2. To provide the Client/s, specified by the Customer, with high-quality and full hotel services, in accordance with the type of accommodation chosen by the Customer.

3.1.3. Inform Clients about additional services provided at the Hotel and the form and procedure for their payment.

3.1.4. Children under the age of 10 can be accommodated in the Hotel free of charge without providing them with a separate place. Children aged 10 and over are accommodated in the Hotel with a separate place, which is paid in full. Persons under the age of 18 may be accommodated in the Hotel only if they are accompanied by their parents or other persons who, in accordance with the current legislation of Ukraine, are authorized to accompany the above-mentioned persons.

3.1.5. To promptly take measures to eliminate breakdowns and accidents in the Hotel rooms in the shortest possible time, and in case of impossibility to eliminate the accident or breakdown in the room in the shortest possible time, to provide the Client with a different category room not lower than the one that was agreed upon on the day of check-in.

3.2. The executor has the right to:

3.2.1. Require the Customer (Client) to comply with all the requirements of this Agreement and the Rules for staying at the Hotel, which are posted on the Hotel's website and in the Hotel's rooms.

3.2.2. Refuse to provide hotel services to the Client/s in case if they do not have identity documents, as well as in the presence of incorrectly issued or invalid documents, in the absence of payment for the room in the prescribed manner and in the required amount, as well as if the Client is in an intoxicated state, behaves inappropriately or aggressively.

3.2.3. To enter the Client's room for cleaning, changing linen, checking water supply systems, air conditioning or eliminating deficiencies in their functioning, as well as in case of violation by the Client of the Rules of staying at the Hotel and the provisions of this Agreement.

3.2.4. To prematurely terminate this Agreement and evict the Client from the Hotel, if the Client repeatedly violates the Rules of staying at the Hotel, which leads or may lead to material losses or creates inconvenience for other Clients. In this case, after deducting the cost of the services provided, as well as the cost of material damage caused by the Client or his guest, the balance of the previously paid payment is returned to the Client.

3.2.5. Demand compensation from the Client for material damage caused by him or his guest to the Executor or the Hotel.

3.2.6. Limit the use of any premises of the Hotel for preventive or repairing works.

3.2.7. To carry out video surveillance in the premises of the Hotel (with the exception of rooms and toilets), common areas and the adjacent territory, as well as video and audio recording of the actions of employees, Customers (Clients), without additional consent of the latter (taking into account the norms of morality and ethics). Video surveillance is

carried out for the purpose of the safety of the Clients, their property, and the property of the Hotel. The results of video and audio recording are used by the Executor in accordance with the current legislation of Ukraine (including as evidence in any disputed issues).

3.2.8. Unilaterally, at any time, at your discretion, make changes to this Agreement and the Rules for staying at the Hotel. Such changes enter into force from the moment of posting the changed text on the Hotel's website.

3.3. The Customer (Client) is obliged to:

3.3.1. Unreservedly comply with the terms and conditions of this Agreement and the requirements of the Hotel Accommodation Rules, which are posted on the Hotel website and in the Hotel rooms.

3.3.2. To pay for the booked rooms (places) on time and in full in accordance with the terms of this Agreement.

3.3.3. While on the territory of the Hotel, behave in accordance with the rules of public order, do not disturb other Clients of the Hotel and do not create inconvenience for their stay, observe moral and ethical norms and rules of communication culture, and do not create uncomfortable conditions for other Clients and employees of the Executor.

3.3.4. While staying on the territory of the Hotel, observe cleanliness, rules of hygiene and sanitation, rules of fire safety and rational (economical) use of electrical appliances and Hotel equipment.

3.3.5. Treat the property of the Executor and the Hotel carefully.

3.3.6. Independently monitor your belongings and do not leave them unattended.

3.3.7. Be responsible for the damage caused to the property of the Executor, the Hotel, the property of third parties, as well as be responsible for your actions and the actions of your guests during their visit to the Hotel.

3.4. The Customer (Client) has the right to:

3.4.1. Cancel reserved hotel services or reduce the number of reserved rooms (places) without penalty no later than 2 (two) days before the date of the Client's arrival at the Hotel.

3.4.2. Use hotel services and additional services in the manner specified in this Agreement and in the Rules of accommodation in the Hotel.

3.4.3. To receive complete and reliable information about the main hotel services and additional services provided in the Hotel.

3.4.4. Contact the Executor's employees regarding the quality of hotel services, submit your complaints, feedback and suggestions.

3.4.5. To demand from the Executor high-quality and full execution of their duties under this Agreement.

4. COST OF SERVICES AND PROCEDURE OF CALCULATIONS

4.1. The Executor provides the Client/s with basic services that are included in the price of accommodation and additional services that are provided for a separate fee. The services provided by the Executor and their cost are indicated on the Hotel's website, at the reception and in the Hotel's rooms.

4.2. Payment for the Executor's services is made in hryvnia both in non-cash form, by transferring funds to the Executor's bank account, and in cash.

4.3. The Executor's services can be paid both by the Customer when making a reservation and by the Client/s when settling in the Hotel.

4.4. When the Client/s check-in to the Hotel before 06:00 (sixth) in the morning, only if there are free rooms of the requested category, early check-in is paid additionally, in the amount of 100% of the confirmed tariff, after 06:00 (sixth) in the morning, it is paid additionally in the amount of 50% of confirmed tariff.

4.5. When the Client/s leave the Hotel before 18.00 (eighteenth) hour, if there are free rooms of the requested category, late check-out is paid additionally, in the amount of 50% of the confirmed tariff, after 18.00. (eighteenth) hour is paid additionally, in the amount of 100% of the confirmed tariff.

4.6. In case of cancellation of hotel services booked by the Customer, no later than 2 (two) days before the date of arrival of the Client/s at the Hotel, the Executor shall return to the Customer the full cost of the hotel services paid by the Customer, by transferring funds to the Customer's bank account, within 5 working days from at the time of booking cancellation.

4.7. In case of cancellation of hotel services booked by the Customer, later than 2 (two) days before the date of arrival of the Client/s at the Hotel, the Executor shall return to the Customer the cost of the hotel services paid by the Customer, taking into account the collection of fines in the

amount of the daily cost of the booked hotel services. After fines have been collected, the balance of money from hotel services paid by the Customer is returned to the Customer by transferring money to the Customer's bank account within 5 working days from the moment of cancellation of the application.

5. RESERVATION OF HOTEL SERVICES

5.1. Hotel services are booked by the Customer on the Hotel website (www.gagarinn.com), by phone (+38) 093-17-04-465, (048) 774-44-73, by e-mail sales@gagarinn.com or by other sites for booking hotel services.

5.2. After the Customer has booked a room (place) in the Hotel, the Executor sends a confirmation of the reservation of a room (place) in the Hotel to the e-mail address specified by the Customer.

5.3. Booking options:

- guaranteed reservation — payment of 100% of the cost for the entire period of stay upon reservation;
- non-guaranteed reservation – payment of the cost of accommodation upon check-in at the Hotel.

In the case of a non-guaranteed reservation, the Executor has the right to refuse the Client accommodation if there are no available rooms in the Hotel on the date of the Client's accommodation.

5.4. Free cancellation of the reservation or change of the number of reserved rooms (places) is possible no later than 2 (two) days before the date of the scheduled check-in, otherwise a fine in the amount of the daily cost of the reserved hotel services will be paid.

5.5. If the Client, with a guaranteed reservation, does not use the accommodation service on the specified day of arrival, and does not cancel the reservation 2 (two) days before the expected day of arrival, a fine in the amount of the daily price of the booked room will be charged.

5.6. Early check-in or late check-out is possible only upon prior agreement with the Hotel administration and for an additional fee.

5.7. With a non-guaranteed (without payment) confirmed reservation, if the Customer does not specify the exact time of arrival, the reservation may be canceled at the discretion of the Executor at 18:00 local time on the date of arrival.

6. RESPONSIBILITY OF THE PARTIES

6.1. For violation of the terms of this Agreement, the Parties bear the responsibility established by this Agreement and the current legislation of Ukraine.

6.2. Clients bear full responsibility for material damage caused by them to the Executor, the Hotel, and/or third parties and undertake to compensate it in full. In the event of loss or damage due to the Client's fault to property (including towels, bathrobes, dishes, furniture, various equipment, etc.) located on the territory of the Hotel, the Client is obliged to vacate the Hotel within 3 calendar days, but no later to compensate the damage, the amount of which is determined: according to the prices indicated on the information stands, in the consumer corner, menus, price tags, prices, other information documentation of the Hotel and/or on the Hotel website, and in the absence of

such prices, according to the market value of the lost or damaged property.

6.3. If the Executor is unable to provide the Client with canceled hotel services with a guaranteed reservation (except in cases of force majeure), the Executor is obliged to accommodate the Client in another hotel located in the given area, which provides services of equal or higher quality. Additional costs incurred in connection with this are covered by the Executor.

6.4. The client, upon detection of deficiencies in the provided service, inconsistency of the service, has the right to demand the elimination of deficiencies free of charge and within the time limit determined by the Parties.

6.5. The Executor must take measures to eliminate the shortcomings of the provided service as soon as possible from the moment the Client submits the corresponding request.

6.6. The Executor is not responsible for deficiencies in the provided services, if he proves that they arose due to the fault of the Client (the Client's guest) or as a result of force majeure.

6.7. The Executor is responsible for the safety of the Client's belongings in the room provided for accommodation, except for valuables (money, jewelry, securities, electronic gadgets, etc.).

6.8. The Executor is not responsible for money, jewelry, securities, electronic gadgets, etc., that were left in the room, lost on the territory of the Hotel, or their disappearance for any reason.

6.9. In case of loss or damage of an item, the Client must immediately notify the Hotel administration. If the Client has not notified the Hotel administration of the loss or damage of an item before the end of the stay, it is considered that his items were not lost or damaged.

6.10. In case of discovery of things forgotten by the Client, the Executor is obliged to immediately notify the owner of the things, if he is known. Forgotten things are stored in the Hotel for 6 months, after which they are disposed of (destroyed), and an act is drawn up.

6.11. In the event of significant material damage to the Hotel due to the fault or negligence of the Clients and/or their guests, an act must be drawn up without fail. In such a case, in addition to compensation for damage, the Client must voluntarily or in a court of law compensate the Executor for the costs associated with the downtime of the room during repairs, replacement of furniture, etc. cases (for example, when flooded with water).

7. DURATION OF THE AGREEMENT

7.1. This Agreement enters into force from the moment the Customer reserves a room (place) in the Hotel, pays for hotel services or starts using hotel services (accommodation) and is valid until the Customer leaves the Hotel.

7.2. The contract may be terminated unilaterally at the initiative of the Executor in the following cases:

7.2.1. If the Client violates the Rules of staying at the Hotel, which has led or may lead to material losses or creates inconvenience for the stay of other Clients.

7.2.2. Committing illegal actions by the Client in relation to property belonging to the Executor, the Hotel or other Clients.

8. DISPUTE RESOLUTION PROCEDURE

8.1. All disputes that may arise in connection with the implementation of this Agreement or related to it, are resolved through negotiations between the Parties.

8.2. If the dispute cannot be resolved through negotiations, it is resolved in court, in accordance with the current legislation of Ukraine.

9. FINAL PROVISIONS

9.1. The relations of the Parties, not regulated by this Agreement, are regulated by the current legislation of Ukraine.

9.2. All changes and additions to the Agreement are executed by posting the new text of the Agreement on the Hotel's website.

9.3. The information is considered to be brought to the attention of the Customer (Client) if it is posted on the Hotel's website.

9.4. This Agreement is concluded by the Parties with full understanding of its terms and terminology in the Ukrainian language.