

PUBLIC OFFER AGREEMENT FOR THE PROVISION OF TEMPORARY ACCOMMODATION SERVICES

Limited Liability Company “Eurohotel” (EDRPOU code 23273232), a VAT payer (certificate No. 100066810), represented by General Director Irena Yevhenivna Mashtaler, acting on the basis of the Charter (hereinafter referred to as the “Contractor”), offers any legal entity, individual entrepreneur, or legally capable individual (hereinafter referred to as the “Customer”), collectively referred to as the “Parties,” to enter into this Public Agreement for the provision of temporary accommodation services (hereinafter referred to as the “Agreement”).

Acceptance of the terms of this Public Offer (Agreement) is considered full and unconditional agreement with its provisions. In case of disagreement with any clause of the Agreement or if there are questions regarding its content, the Customer has the right to contact the Hotel staff for clarification.

Services are provided on the premises of the Eurohotel, located at: 6a Tereshkovtsiv Street, Lviv, 79005, Ukraine (hereinafter referred to as the “Hotel”). The list of services includes:

- temporary accommodation by providing a room (space) for stay;
- catering services;
- conference room rental;
- other additional services in accordance with the terms of this Agreement.

The Hotel operates 24/7.

The Customer’s acceptance of the Hotel’s services serves as confirmation of their consent to all the terms of this Agreement, including the obligations imposed on them under the Agreement. This Agreement defines the rights, obligations, and responsibilities of the Hotel and the Customer and is binding on both Parties.

Terms and Definitions

- **A Public Offer Agreement for the provision of hotel services** is an Agreement under which the Contractor undertakes to provide hotel services to anyone who requests them, subject to the terms established by this Agreement. The terms of this Agreement are the same for all Customers, except for individuals entitled to benefits under applicable legislation. The Contractor may not give preference to one consumer over another within the framework of this Agreement, unless otherwise stipulated by law. The Contractor may not refuse to enter into this Agreement if it is possible to provide the relevant services to the Customer.
- **Acceptance of the Offer** is the Customer’s full and unconditional consent to enter into this Agreement in its entirety, without signing a written copy of the Agreement. Acceptance occurs through the Customer’s payment of the invoice for the provision of hotel services issued by the Contractor.
- **Hotel services** refer to the actions of the Contractor aimed at accommodating the Customer or Guest by providing a room (space) for temporary stay at the hotel, as well as other services related to accommodation and temporary residence at the hotel.
- **Hotel** is the place where hotel services, conference services, and catering services are provided, located at: 6a Tereshkovtsiv Street, Lviv, 79005, Ukraine.
- **Conference services** are services related to the organization of conferences and the rental of halls in the Contractor’s premises at the Hotel, including catering services.
- **Client (Guest)** is an individual who is a representative of the Customer and uses, orders, or intends to purchase the Contractor’s hotel services.
- **Booking (reservation)** is a request for the provision of hotel services, conference services, or catering services.
- **Early check-in** is the arrival of Guests at the Hotel between 06:00 and 14:00 on the check-in date, in accordance with the Customer’s booking confirmed by the Contractor.
- **Late check-out** is the departure of Clients from the Hotel between 12:00 and 22:00 on the check-out date, in accordance with the Customer’s booking confirmed by the Contractor.

- **Rate** is the cost of accommodation services established by the Contractor, which may include additional conditions, discounts, and rules for modifying or canceling a booking. Rates may vary depending on their conditions, included services (e.g., breakfast, transfer), and other characteristics. The Customer selects a rate during booking and agrees to its terms. Information about rates is provided on the Contractor's official website or at the Consumer Corner in the Hotel.
- **Guaranteed booking** is a reservation confirmed by making a prepayment or providing payment card details to guarantee payment.
- **Non-guaranteed booking** is a reservation that is not confirmed by making a prepayment or providing payment card details. The Contractor has the right to cancel such a booking after 18:00 on the check-in date or in accordance with the cancellation policy applicable to the rate selected by the Customer.
- **No-show** is a situation where the Customer does not arrive at the Hotel on the check-in date and fails to cancel the booking within the deadlines specified by the cancellation policy of the selected rate. In the event of a no-show, penalties may apply in accordance with the rate's conditions, including the deduction of charges for the first night's stay or the full cost of the booking.

1. Subject of the Agreement

1.1. Under this Agreement, the Contractor undertakes to provide the Customer with hotel services, including: temporary accommodation and stay in specially equipped rooms, as well as catering services and conference room rental for the Customer or third parties (Guests) specified by the Customer in accordance with the booking request submitted to the Hotel.

2. Procedure for Booking, Reserving the Contractor's Services, and Their Provision

2.1. Booking (reservation) of the Contractor's services is carried out by the Customer submitting an oral or written request specifying the selected rate, period of stay, check-in and check-out dates and times, number of places and rooms, room category, the Customer's or Guests' surname and initials, the number of children and their ages, and the need for additional beds, among other details.

2.2. Upon receiving the booking request for a guaranteed booking, the Contractor sends the Customer an invoice for payment via email, indicating the cost of the reserved services.

2.3. For a guaranteed booking, the Customer is obliged to pay the amount specified in the invoice in full or in an agreed-upon amount within 3 (three) days of receiving the invoice from the Contractor, by cash, payment cards, or non-cash bank transfer.

2.4. A booking that is not confirmed by a prepayment or the provision of payment card details to guarantee payment is considered non-guaranteed. The Contractor has the right to cancel such a booking after 18:00 on the check-in date or in accordance with the booking and cancellation policy applicable to the rate selected by the Customer.

2.5. After the funds are credited to the Contractor's current account or paid in cash at the Contractor's cashier, the Contractor provides the Customer with a booking confirmation.

2.6. If the Customer or Guest, after confirmation of a guaranteed booking, does not use the accommodation service on the check-in date (no-show), fails to cancel the booking at least 1 (one) day prior to the check-in date, or cancels it later, the prepayment for accommodation in the amount of 100% of the cost of 1 (one) night for the canceled rooms is non-refundable and is credited as a penalty for non-compliance with the terms of this Agreement, unless otherwise specified by the selected rate.

2.7. The funds and/or prepayment specified in clause 2.3 of this Agreement are refunded to the Customer if the booking is canceled no later than 1 (one) day prior to the check-in date, unless otherwise specified by the selected rate. In such a case, the booking is canceled without any penalties.

2.8. Guaranteed early check-in and/or late check-out are possible only subject to prior agreement with the Contractor and 100% prepayment for the respective service. Otherwise, the service is not guaranteed and may be provided only if rooms are available at the time of check-in or check-out.

2.9. Prices for services booked and fully paid by the Customer are not subject to change.

2.10. Extension of the Customer's or Guest's stay beyond the period specified in the booking request, regardless of the reason, as well as accommodation of Guests arriving without prior booking or for early check-in, is subject to the availability of vacant rooms and is payable to the Contractor at the time of such extension or check-in. The service fee is determined at the time of check-in. Check-out time from the Hotel is 12:00, and check-in time is 14:00.

2.11. The Contractor reserves the right to change its pricing policy and apply dynamic pricing without prior notice or the Customer's consent. However, invoices issued by the Contractor and fully paid by the Customer cannot be modified.

2.12. When paying for the Contractor's services using a payment (bank) card, an additional processing fee may be charged.

2.13. In cases provided for by law, a tourist tax is additionally charged. The tax rate is set for each day of temporary accommodation in living quarters (overnight stay) and amounts to 1% of the minimum wage established by law as of January 1 of the reporting (tax) year, applicable to domestic and inbound tourism, per person per day.

3. Rights and Obligations of the Parties

In the event of a breach of their obligations under this Agreement, the Parties shall bear liability in accordance with the current legislation of Ukraine. A breach of an obligation is defined as its non-fulfillment or improper fulfillment, meaning fulfillment in violation of the conditions specified by the scope of the obligation.

3.1. The Customer is obliged to:

3.1.1. Timely pay for the booked services within the deadlines and in the manner specified by this Agreement and the rate selected by the Customer.

3.1.2. Not demand a refund of the prepayment for booked rooms in case of late cancellation of the booking (later than 1 (one) day prior to the check-in date or in other cases stipulated by the conditions of the selected rate), as well as in case of a no-show at the Hotel. Refrain from attempting to cancel, modify, or change the booking if such actions are prohibited by the terms of this Agreement.

3.1.3. Pay a penalty in the amount of the prepayment for 1 (one) night's stay in case of late cancellation of the booking, a no-show at the Hotel, or an attempt to modify the booking terms in violation of the conditions of this Agreement. The transfer of the Customer's or Guest's payment card details (including cardholder name, card number, expiration date, CVC, etc.) to the Contractor or any third party for blocking, debiting, or collecting funds, as well as independent payment through online payment services, shall be carried out solely in accordance with the terms of this Agreement.

3.1.4. Observe quiet hours from 23:00 to 07:00, adhere to moral and ethical standards, and refrain from consuming alcoholic beverages, tobacco products, or using offensive language in the public areas of the Hotel.

3.1.5. Comply with the Hotel's accommodation rules, the rules for using the Hotel's infrastructure facilities, and the access regulations for such facilities. Information about these rules is available at the reception.

3.1.6. Preserve the Hotel's property. In the event of loss or damage to the Hotel's property due to the fault of the Customer or Guest (including towels, bathrobes, dishes, furniture, safes, equipment, etc.), the Customer or Guest is obliged to compensate for the damage no later than the check-out date from the Hotel. The amount of compensation is determined based on the prices specified in the Hotel's price lists or other informational documentation. In the absence of such prices, the compensation amount is determined by a special committee consisting of an administrator, a reception staff member, and another Hotel employee, based on the market value of the lost or damaged property.

3.1.7. Adhere to fire safety rules and use the Hotel's electrical appliances and equipment responsibly and economically.

3.2. The Customer has the right to:

- 3.2.1. Settle payments with the Contractor early at their own initiative.
- 3.2.2. Refuse the Contractor's hotel services by canceling the booking in a timely manner, no later than 1 (one) day prior to the check-in date, unless otherwise specified by the conditions of the rate selected by the Customer.

3.3. The Contractor is obliged to:

- 3.3.1. Provide necessary and accurate information about hotel services, their types, features, and prices by publishing it on the Hotel's official website at <https://eurohotel.lviv.ua/>. Additionally, upon request from the Customer or Guest, provide other services related to hotel operations and familiarize them with the Hotel's Accommodation Rules.
- 3.3.2. Accept, process, and confirm received booking requests for hotel services within a period not exceeding 24 hours from the time of receipt, provided the relevant services can be provided.
- 3.3.3. Bear responsibility for the quality of the services provided in accordance with the terms of this Agreement and the current legislation of Ukraine.
- 3.3.4. When providing services to the Customer or Guest, adhere to the conditions specified in the booking request submitted by the Customer.
- 3.3.5. In the event of failure to provide booked and timely paid hotel services due to the fault of the Contractor, the Contractor is obliged to pay the Customer a penalty equal to 100% of the booking cost.
- 3.3.6. In the event of failure to provide booked and timely paid hotel services due to the fault of the Contractor, the Contractor, upon written demand from the Customer, is obliged to arrange accommodation for the Customer or Guest in another hotel located in the same area, offering services of equivalent or higher quality.

3.4. The Contractor has the right to:

- 3.4.1. Charge the Customer penalties in accordance with the cases and amounts specified in Section 3 of this Agreement.
- 3.4.2. Refuse accommodation to the Customer or Guest, or terminate the Agreement (resulting in eviction), in cases provided for by the Accommodation Rules, as well as when the Customer or Guest repeatedly violates internal accommodation rules, which causes or may cause material damage or inconvenience to other visitors.
- 3.4.3. Access to the Hotel room for cleaning, changing linens, inspecting water supply and air conditioning systems, and addressing any malfunctions in their operation may also be carried out in the event of the Customer violating the terms of this Public Offer.
- 3.4.4. If the Customer's agreed and fully paid stay at the Hotel, coordinated with the reception, has ended, and/or if the Customer is absent from the temporary accommodation for more than 2 hours without payment, the Hotel has the right to independently remove the Customer's personal belongings from the room, compile an inventory of the property left in the room by the Customer, and take necessary measures to ensure the safety of such property.
- 3.4.5. In the event of the Customer violating generally accepted standards of behavior more than twice, the Hotel has the right to involve internal affairs authorities to investigate the circumstances and establish the facts of such violations.
- 3.4.6. The Hotel has the right to terminate the Agreement for the provision of temporary accommodation services early, without refunding the funds paid by the Customer for temporary stay, and to enforce eviction from the Hotel premises in the following cases:
- The Customer is in a state of severe alcoholic, narcotic, or toxic intoxication, or under the influence of psychotropic substances;
 - Smoking in the rooms or on the Hotel premises;
 - Storing or bringing weapons, explosives, flammable, corrosive, poisonous, narcotic substances, or other dangerous items and substances without prior approval from the reception and without proper permits;
 - Keeping animals and/or birds in the room without permission from the reception or secretly bringing them onto the Hotel premises;
 - Violating public order rules or the Hotel's Accommodation Rules;

- Breaching the provisions of this Public Offer;
- Repeated (2 or more) complaints from other Hotel guests regarding violations of their rights and freedoms.

4. The following is prohibited on the Hotel premises:

- Inviting or bringing unauthorized persons into the rooms without registering the guest at the Hotel reception;
- Transferring the room key card to third parties;
- Storing oversized items or objects in the room, except for suitcases (e.g., boxes or crates exceeding 100x100x100 cm in size);
- Rearranging furniture or moving interior items;
- Smoking in rooms or other areas not designated for smoking;
- Disturbing the peace of other Hotel guests after 23:00 by creating noise or commotion;
- Storing or bringing weapons, explosives, flammable, corrosive, poisonous, toxic, narcotic substances, or other dangerous items. Guests who have the legal right to carry and store weapons must notify the reception on the check-in date and present the appropriate permits;
- Removing dishes or cutlery from the rooms or beyond the dining areas;
- Deliberately littering the Hotel premises with cigarette ends, trash, or similar items;
- Throwing any objects or items from balconies or windows;
- Using personal irons, electric heaters, immersion heaters, kettles, or similar devices not provided as part of the room's equipment;
- Lighting candles in the Hotel rooms.

In the event of the Customer violating the rules of conduct and/or obligations outlined in this Public Offer more than twice, or committing a single serious violation, the reception has the right to refuse the Guest further provision of temporary accommodation services and/or permission to remain on the Hotel premises. In such cases, a corresponding report is drawn up, and, if necessary, law enforcement officials may be involved.

5. Payment Procedure

5.1. Hotel services, including additional ones, are provided to the Guest on a paid basis in accordance with the terms of the Agreement and the rates/prices indicated on information boards, in the consumer corner, menus, price tags, price lists, other Hotel informational documentation, and/or on the website <https://eurohotel.lviv.ua/>, taking into account the selected room category. The rates/prices for Hotel services and their list are determined and modified solely at the discretion of the Hotel.

5.2. The right to receive/use Hotel services is granted after payment for the respective services has been made, in accordance with the rates/prices.

5.3. The Hotel has the right to apply flexible pricing and a discount system for temporary accommodation services.

5.4. Payment for services at the Hotel may be made in cash, by banking cards of the international payment systems Visa and Mastercard, or via non-cash settlement through a bank transfer.

5.5. Upon the expiration of the paid accommodation period, the Guest is obliged to vacate the room and remove their personal belongings and luggage no later than 12:00 (check-out time) on the last paid day of stay. If the specified room has not been booked by third parties, the Guest may pay to extend the accommodation period.

5.6. Early check-in and late check-out are additional services, the cost of which is determined based on the selected room category and amounts to 50% of the room rate. These services are paid for according to current rates and do not include breakfast. Seasonal discounts do not apply to these services.

6. Accommodation of Children

6.1. Children up to and including 3 (three) years of age are accommodated free of charge. Upon prior request, the Hotel may provide a baby cot free of charge.

6.2. Children up to and including 6 (six) years of age are accommodated free of charge when staying in the same room as adults without the provision of an additional bed.

6.3. Children over 6 (six) years of age are accommodated for an additional fee in accordance with the rates applicable at the time of stay.

7. Additional Hotel Services

7.1. In addition to accommodation services, the Hotel provides the following services free of charge:

- Luggage storage;
- Use of an iron and ironing board;
- Wireless Internet access;
- Access to television channels.

7.2. Other additional services are provided at the rates/prices indicated on information boards, in the consumer corner, menus, price tags, price lists, other Hotel informational documentation, and/or on the website <https://eurohotel.lviv.ua/>, taking into account the selected room category.

8. Pet Accommodation Policy

8.1. Accommodation with pets (only small and toy dog breeds) weighing up to 10 kg and with a height at the withers of up to 30 cm is permitted on the Hotel premises exclusively on a paid basis and subject to the presentation of a passport confirming the pet's vaccinations. The current cost of staying at the Hotel with a pet is indicated on information boards, in the consumer corner, price lists, other Hotel informational documentation, and/or on the website <https://eurohotel.lviv.ua/>. The rules for accommodating pets are provided to the Guest for review and agreement prior to check-in.

9. Dispute Resolution

9.1. In the event of complaints, the Guest is obliged to provide: a claim, a receipt (or similar proof of payment) from the Hotel, a document bearing the Hotel's mark confirming a violation of the service provision terms, and documents verifying actual damages. Claims and all required documents must be submitted to the Hotel no later than 7 days after the end of the service provision. All claims will be considered by the Hotel only if the Hotel was informed in advance of the violation of service provision terms, allowing for the possibility of rectifying the issue within the following 12 hours.

9.2. The Hotel reviews the received claim within 14 days.

9.3. Claims submitted in violation of the requirements of this Public Offer (Agreement) will not be considered.

9.4. Disputes, disagreements, or differences arising from this Agreement shall first be resolved through pre-trial proceedings (in accordance with the Commercial Procedure Code of Ukraine and the Civil Procedure Code of Ukraine). Only if the disputed issues between the Parties are not resolved through pre-trial proceedings, may the Parties resort to court proceedings.

9.5. The Parties enter into this Agreement during a state of martial law. In the event of circumstances such as war, military actions (regardless of whether war is officially declared), armed invasions by foreign troops, hostile actions by foreigners, military administration or usurpation of power, uprisings by Ukrainian citizens against the usurpation of power by foreign troops, or if it becomes impossible to fulfill obligations due to the circumstances described in this clause of the Agreement, the Parties may not cite these circumstances as force majeure and are obliged to make every effort to properly fulfill their obligations.

10. Force Majeure

10.1. The Parties shall not be liable under this Agreement if their inability to fulfill their obligations arises due to force majeure circumstances beyond their control and outside their competence. Such circumstances must be proven by the Party invoking them. These circumstances include, but are not limited to, military events, natural disasters, strikes, and other similar events. The occurrence of force majeure circumstances shall be confirmed by a document issued by the Chamber of Commerce and Industry.

11. Personal Data and Information

11.1. The Customer and/or Guest grant the Contractor consent to perform, without limitation, any actions related to the processing of their personal data for the purposes of:

- Conducting the Contractor's activities in accordance with Ukrainian legislation;
- Fulfilling the terms of this Agreement;
- Exercising and protecting the rights of the Parties under this Agreement;
- Performing other powers, functions, and obligations of the Contractor that do not contradict Ukrainian legislation or this Agreement.

11.2. In this regard, the Contractor is authorized to process personal data to the extent of the information that has been or will be received from the Customer and/or Guest personally, from their representatives, third parties, or from publicly available sources, as well as to modify or supplement the personal data of the Customer and/or Guest based on information from third parties and to contact third parties for verification purposes.

11.3. For the purpose of exercising the rights of the Parties under this Agreement, the Customer and/or Guest grant the Contractor consent to conduct audio recording of telephone conversations between the Customer and/or Guest and the Contractor or the Contractor's employees, photo/video recording in the Contractor's premises onto magnetic and/or electronic media, and use the results of such recordings, including as evidence.

11.4. Without the need for additional written consent or separate notification, the Customer and/or Guest grant the Contractor consent to disseminate their personal data, transfer it to third parties, including outside Ukraine, to foreign entities involved in related matters, or provide access to it to third parties, including:

- To ensure that third parties can perform their functions or provide services to the Contractor, such as auditors, insurance companies, intermediaries, appraisers, and other persons, provided such functions and services relate to the Contractor's activities;
- In cases where there are grounds for transferring commercial secrets to third parties under Ukrainian legislation or the terms of this Agreement;
- To persons providing the Contractor with services related to organizing postal shipments, telephone calls, sending SMS messages, or emailing information regarding the execution of the Agreement, as well as informational or promotional messages and offers related to the services of the Contractor and/or its partners;
- To persons providing the Contractor with services for storing client documents, creating and storing their electronic copies (archives, databases), as well as persons providing services or supporting other activities of the Contractor that do not contradict Ukrainian legislation.

In accordance with the terms of this clause, the Customer and/or Guest confirm that they have been duly and fully informed about the scope and content of their personal data collected by the Contractor, the purpose of its collection, and the persons to whom such data may be transferred. The Customer and/or Guest are also informed of their rights as stipulated by the Law of Ukraine "On Personal Data Protection." Furthermore, the Customer and/or Guest have been notified that they can review this Agreement, as well as information about their rights as a personal data subject under the aforementioned Law, on the Hotel's website and/or through additional means.

11.5. Acknowledging the scope and nature of the Contractor's obligations regarding the storage of bank card data, the Customer and/or Guest grant the Contractor consent to store information about them that became known to the Contractor in the process of fulfilling the terms of this Agreement.

11.6. The Customer and/or Guest grant the Contractor consent, at the latter's discretion and without limitation, to make telephone calls, send information regarding the execution of the terms of the Agreement, as well as other informational or promotional messages and offers related to the services of the Contractor and its partners, using postal shipments, electronic communication means, SMS messages, mobile networks, or the Internet, to the postal addresses, email addresses, and phone numbers provided by the Customer and/or Guest to the Contractor (as indicated in any documents) or otherwise made known to the Contractor.

11.7. By granting the Contractor consent under the aforementioned conditions, the Customer and/or Guest acknowledge and agree that the transfer of banking or commercial secrets, other

restricted-access information, and/or the processing of the Customer's and/or Guest's personal data may be carried out using various communication methods, the Internet, and third parties, including those outside Ukraine and/or foreign entities involved in matters related to personal data. The Customer and/or Guest understand that information transmitted in this manner may become accessible to third parties and release the Contractor from any liability arising as a result.

12. Other Conditions

12.1. The relations between the Parties not regulated by this Agreement shall be governed by the provisions of the current legislation of Ukraine.

12.2. This Agreement may be amended, terminated, or supplemented by mutual consent of the Parties. The Parties reserve the right to terminate this Agreement early in accordance with the terms stipulated herein.

12.3. The term of this Agreement is determined by the Parties as lasting until the complete fulfillment of their respective obligations, and with regard to payments, until the full settlement of financial obligations between the Parties.

12.4. The moment of conclusion of this Agreement is the moment of payment of the invoice for the provision of hotel services issued by the Contractor. The full or partial payment of the specified services and the crediting of these funds by the Contractor constitute the Customer's acceptance of the offer and agreement to all essential terms of this Agreement, including, but not limited to, conditions regarding cancellation, modification, or refusal of booked services, penalty amounts, and the rules of stay at the Hotel.

12.5. Payment of the funds under this invoice represents the Customer's acceptance of the Contractor's offer to purchase and pay for services, as presented on the Hotel's official website, which constitutes the Contractor's Public Offer Agreement and contains all essential terms for the provision of services (Articles 633, 641, and Chapter 63 of the Civil Code of Ukraine).

Recipient's Account in IBAN Format:

Limited Liability Company "Eurohotel"

Location: 6a Tershakovtsiv Street, Lviv, Lviv Region, 79005, Ukraine

EDRPOU Code: 23273232

Account No.: UA51 3348 5100 0000 0002 6008 1849 7

Bank: PJSC "PUMB"

VAT Payer, Taxpayer Identification Number: 232732313062

VAT Payer Certificate No.: 100066810