

OFFER TO PROVIDE MEDIATION SERVICES

ITAG COMPANY LIMITED

This Mediation Services Agreement ('Agreement') constituting an Offer is realised on 24.02.2025

ITAG COMPANY LIMITED, a company organized under the law of Thailand with its registration number 0835566014146, having its registered address at 19/7, Mu 1, Rawai Sub-district, Mueang Phuket District, Phuket Province. 83000, Thailand, represented by Mr. Sergii Tkachenko, Authorized Director (hereinafter referred to as "**ITAG CO. LTD**") of the one part, a copy of the ITAG CO. LTD company affidavit being attached hereto as **Annex 1**; and a company accepting the terms of this Offer and organised under the laws of Thailand, represented by, an authorised director (hereinafter referred to as 'Pharmacy') of the other party.

(each a "**Party**", and collectively, the "**Parties**")

RECITALS

WHEREAS, ITAG CO. LTD operates an online intermediary platform ("Platform") that connects civilians with licensed pharmacies for the purpose of facilitating the reservation of household medicines for further purchase and the scheduling of pharmaceutical consultations at the pharmacy's registered premises;

WHEREAS, the Pharmacy is a duly licensed establishment that seeks to engage ITAG CO. LTD to assist in acquiring clients through the Platform for both the reservation of household medicines and booking consultations with licensed pharmacists at the pharmacy's registered premises;

WHEREAS, ITAG CO. LTD agrees to act solely as an intermediary connecting the Pharmacy with users through the Platform, facilitating reservations for household medicines and appointments for pharmaceutical consultations;

WHEREAS, the Pharmacy desires to retain the services of ITAG CO. LTD under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. PURPOSE AND SCOPE OF THE AGREEMENT

This Agreement outlines the terms under which ITAG CO. LTD shall provide intermediary services between users ("Users") and the Pharmacy. ITAG CO. LTD agrees to act solely as an intermediary connecting the Pharmacy with Users through the Platform, facilitating the reservation of household medicines for further purchase and booking time for users to meet with licensed pharmacists for pharmaceutical consultations at the Pharmacy's registered premises.

ITAG CO. LTD role shall be limited to the facilitation of such connections and shall not include the provision of any pharmaceutical consultations or advice through platform.

This Agreement shall not be construed as a partnership, agency, joint venture, or employer-employee relationship. The role of ITAG CO. LTD is strictly limited to that of a neutral intermediary.

This agreement shall become effective from the moment of registration of the pharmacy in the personal cabinet on the Platform by means of acceptance of this offer by the pharmacy by means of conclusive actions.

2. TERM OF AGREEMENT

This Agreement shall commence on the effective date and continue for a period of 5 years unless terminated earlier in accordance with the terms outlined in Clause 9 (Termination).

The Agreement may be renewed for successive terms upon mutual written agreement by the Parties at least 30 days prior to the expiration of the current term.

3. ROLES AND RESPONSIBILITIES

3.1 PHARMACY'S OBLIGATIONS

- The Pharmacy represents and warrants that it holds all necessary licenses to operate under the Drug Act, B.E. 2510 (1967) and other applicable laws and regulations of Thailand.
- The Pharmacy warrants that its pharmaceutical services, including pharmaceutical consultations, are provided by duly licensed pharmacists in compliance with all applicable laws and regulations.
- The Pharmacy agrees to register on the Platform and maintain accurate, up-to-date information about its available medicines (household medicines), licensed pharmacists, and available consultation time slots.
- The Pharmacy shall not sell or advertise non-household medicines through the Platform, and any such actions would constitute a violation of the Drug Act.
- Should any pharmaceutical license be revoked, suspended, or otherwise affected, the Pharmacy is obligated to notify ITAG CO. LTD immediately and cease all services offered through the Platform until the matter is resolved.
- The Pharmacy has full responsibility for the legality, safety, and quality of the pharmaceutical services, including consultations, provided to Users who reserve household medicines or book appointments through the Platform.
- The Pharmacy shall comply with all obligations under the Personal Data Protection Act, B.E. 2562 (2019) ("PDPA") and shall handle all personal data obtained through the Platform solely for the purposes of providing pharmaceutical services, including pharmaceutical consultations, in compliance with the PDPA.
- The Pharmacy shall indemnify and hold harmless ITAG CO. LTD from any claims, liabilities, or legal actions arising from the pharmaceutical services rendered to users, as well as from any breaches of the Pharmacy's obligations under the PDPA.

3.2 ITAG CO. LTD OBLIGATION

- ITAG CO. LTD shall provide the Platform for the registration of Users, the facilitation of household medicine reservations, and the booking of pharmaceutical consultations at the Pharmacy's registered premises as agreed by both parties.
- ITAG CO. LTD shall not, under any circumstances, provide pharmaceutical consultations or advice, nor shall it present itself as a pharmacy. Its role is strictly limited to acting as an intermediary that facilitates the connection between Users and the Pharmacy, and it shall only display household medicines on the Platform in accordance with applicable laws.
- ITAG CO. LTD shall generate detailed reports summarizing the reservations and appointments facilitated through the Platform.
- ITAG CO. LTD shall comply with its obligations under the PDPA, as outlined in Clause 8, and ensure that any personal data collected from users is processed and handled in full compliance with Thai data protection laws.

4. REMUNERATION

4.1 ITAG CO. LTD shall be entitled to a commission-based remuneration for each successful targeted action completed by the user, which includes but is not limited to:

- A User reserving and completing a purchase of household medicines from the Pharmacy.
- A User making payment for the medicines rendered by the Pharmacy.

4.2 Commission ITAG CO. LTD commission is calculated as a percentage agreed by the parties of the total fees collected by Pharmacy from each successfully completed booking through

the Platform. The commission percentage may be subject to mutual agreement between the parties.

- 4.3 All payments due to ITAG CO. LTD shall be made in accordance with Clause 5. Failure to make payments within the stipulated period as defined in Clause 5 will result in a penalty of 1 percent of the outstanding balance for each 1 days of delay until the full payment is made.
- 4.4 The penalty provision shall not affect any other rights or remedies available to ITAG CO. LTD under this Agreement in the event of non-payment or late payment.

5. REPORTING AND PAYMENT PROCEDURES

- 5.1 The reporting period for the services facilitated through the Platform shall be two Calendars weeks. Reconciliation of accounts between the Pharmacy and ITAG CO. LTD shall occur on the 1st and 16th of each month.
- 5.2 ITAG CO. LTD shall provide the Pharmacy with an automated report detailing the services facilitated, appointments completed, and the commission due. The Pharmacy shall have two calendar days from the receipt of the report to raise any objections. If no objections are raised within this period, the report shall be deemed accepted.
- 5.3 The Pharmacy agrees to settle ITAG CO. LTD commission payments no later than the 3rd and 18th of each calendar month, following the reconciliation process.

6. DOCUMENT EXCHANGE

The parties agree that all documents, including but not limited to reports, invoices, and other communications related to the services under this Agreement, shall be exchanged electronically via email or any other mutually agreed-upon digital platforms. Such documents exchanged electronically will be deemed valid and effective once sent to the correct contact details provided by the parties in this Agreement.

7. LIMITATION OF LIABILITY

- 7.1 ITAG CO. LTD shall bear no liability for the legality, quality, or outcome of the pharmaceutical services provided by the Pharmacy. ITAG CO. LTD role is limited to acting as an intermediary, and it shall not be held liable for any damages arising from the services provided by the Pharmacy.
- 7.2 The Pharmacy agrees to indemnify and hold ITAG CO. LTD harmless from any claims, damages, or legal actions arising out of the pharmaceutical services provided by the Pharmacy to Users.

8. DATA PROTECTION AND PRIVACY

- 8.1 The parties acknowledge their respective responsibilities under the Personal Data Protection Act, B.E. 2562 (2019) ("PDPA").
- 8.2 ITAG CO. LTD shall process and handle personal data obtained from Users in compliance with the PDPA. ITAG CO. LTD is responsible for ensuring that any personal data shared with the Pharmacy is limited to the necessary information required to facilitate the services under this Agreement and is shared in accordance with the PDPA's requirements.
- 8.3 The Pharmacy shall ensure that all data received from the Platform is handled securely and used solely for the purposes related to the services provided under this Agreement. The Pharmacy shall not use the data for any other purposes without obtaining proper consent from the Users, in accordance with the PDPA.

9. TERMINATION

This Agreement may be terminated under the following conditions:

- 9.1 Termination for Cause: Either Party may terminate this Agreement with [30] days written notice if the other Party commits a material breach of any term of this Agreement and fails to remedy such breach within [30] days of receiving written notice of the breach.
- 9.2 Termination without Cause: Either Party may terminate this Agreement by providing [60] days written notice to the other Party.
- 9.3 Upon termination, both Parties shall return all confidential information and personal data in their possession. The Pharmacy shall also discontinue any use of the Platform, and ITAG CO. LTD shall cease providing services. Termination shall not affect any rights or claims for damages or loss incurred as a result of a breach of this Agreement, nor shall it act as a waiver of any rights, claims, or remedies under the terms of this Agreement.

10. NOTICE

Notwithstanding the foregoing, any notice, demand, or other communication that pertains to disputes, disagreements, legal proceedings, or other matters outside of the routine exchange of documents related to the services under this Agreement, shall be provided in writing and delivered by one of the following methods:

- Personally;
- By registered or certified mail;
- By courier service to the physical addresses of the parties as stated in this Agreement.

For notices related to legal matters or disputes, they shall be deemed to have been duly given on the date of personal delivery or, if sent by mail or courier, on the date of delivery as evidenced by the postal or courier receipt. Notices via email will be accepted for service-related documents, but for legal matters, they shall only be considered valid if confirmation of receipt is obtained from the receiving party.

11. CONFIDENTIALITY

Except for the purpose of the parties hereto obtaining professional advice and except as required by law to call for information in this Agreement, the documentation and all information exchanged between the parties in connection with the Agreement shall be kept and maintained in strict confidence. The contents of this document are fully confidential and private. Any publishing or spreading will be considered as an automatic reason for the dissolution of the contract and an end to the relationship between both parties. If either party fails to comply with any of the obligations, it will have to compensate the other party for possibly caused damages.

12. GENERAL

- (a) If any part of this Agreement becomes invalid or unenforceable, both parties agree that the remaining parts of this Agreement which are valid or enforceable shall not be affected and shall remain in full force and effect.
- (b) This Agreement shall supersede all prior or written communications and agreements between the parties hereto. The amendments or cancellations specified in this Agreement shall be made in writing and executed by the authorized representatives of the parties hereto.
- (c) Any assignment by and any party of its rights and obligations under this Agreement cannot be made except with the written consent from each other party

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Thai laws.

14. DISPUTE RESOLUTION

In the event of any disagreement arising from the interpretation or execution of this Agreement, both parties agree to submit to the exclusive jurisdiction of the courts of Thailand.