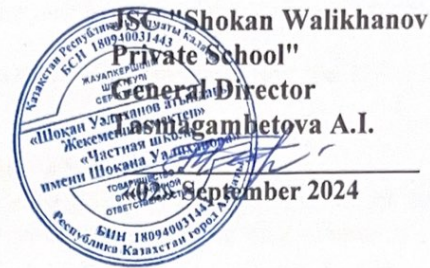


APPROVED



PUBLIC OFFER AGREEMENT FOR THE CLUB ACTIVITY SERVICES

Almaty

02 September 2024

This document is an official public offer of the Limited Liability Partnership "Shokan Walikhanov Private School", hereinafter referred to as the "Educational Organization" or "School", represented by the General Director Tasmagambetova A.I., acting on the basis of the Charter and contains all the essential terms of the provision of paid services (hereinafter referred to as the Services), in relation to capable individuals who are parents/legal representatives of a minor participant in the educational process in Almaty (RK), in whose interests the Agreement is concluded. In accordance with Articles 395, 396 of the Civil Code of the Republic of Kazakhstan (CC RK), in the event of acceptance of the conditions set out below and payment for services, a legal entity or an individual accepting this offer becomes the CUSTOMER, and the CONTRACTOR and the CUSTOMER jointly become the PARTIES to the Offer Agreement.

I. SUBJECT OF THE AGREEMENT

1.1. The School undertakes to provide services for club activities in various areas (hereinafter referred to as Clubs/or Clubs and Sections), in the manner and on the terms of this Agreement, according to the schedule approved by the School (hereinafter referred to as Services), and the Customer undertakes to pay for the services on the terms and in the manner provided for in this Agreement, in accordance with the Rules for visiting Clubs and Sections of the Shokan Walikhanov Private School.

1.2. The time of visiting the club and the number of classes are determined according to the application submitted by the Customer.

1.3. The Contractor's offer is considered accepted and approved by the Customer from the moment the latter performs one of the following actions:

1.3.1. sending by the Recipient of the offer a written application (Acceptance) with the terms of the Offer Agreement;

1.3.2. making payment by the Recipient of the Offer in the manner and on the terms specified in the Public Offer Agreement.

II. OBLIGATIONS OF THE PARTIES

2.1. The school has the right to:

2.1.1. change the list of clubs, class schedule, having notified the Customer/Student in advance;

2.1.2. refuse to provide Services if the Customer violates the terms of payment for Services and the Customer/Student misses classes without good reason.

2.2. The school undertakes to:

2.2.1. involve qualified specialists with relevant sports, professional and practical experience, including work with children, teenagers, having achievements, awards, medals, and also insured against accidents;

2.2.2. control the services provided by the Contractor - high-quality and timely holding of club classes according to the approved schedule;

2.3. The Customer has the right to:

2.3.2. demand that the Contractor provide information on issues related to the organization of the provision of Services;

2.4. The Customer undertakes to:

2.4.1. strictly adhere to (ensure that the Student adheres to) the class schedule;

2.4.2. ensure that the Student regularly attends the club, according to the chosen direction of the club, in accordance with the requirements of the Rules for Attending Clubs and Sections of the Shokan Ualikhanov Private School;

2.4.3. comply with certain rules and requirements established by this Agreement and the Rules for Attending Clubs and Sections.

III. AMOUNTS AND TERMS OF PAYMENT

3.1. The cost of the Services is set in accordance with the price approved for a specific area of the club provided by the Contractor. Payment for the Services is made by money transfer to the bank account of the Contractor.

3.2. The Customer within 5 (five) business days from the date of filing the application pays the full cost for 1 month of classes.

3.3. In the presence of a valid reason, if the Student cannot attend the club section, based on a timely submitted written application of the Customer and the decision of the School, the total cost is recalculated for the current month, based on actual attendance at classes, taking into account the absence of the Student, except for classes in the AR areas. The remaining amount for tuition is carried over to the next month of the 2024-2025 academic year.

IV. LIABILITY OF THE PARTIES

4.1. The Parties shall be liable to each other for failure to fulfill or improper fulfillment of the obligations assumed under this Agreement in accordance with the current legislation of the Republic of Kazakhstan.

4.2. The Customer shall be financially liable in the event of material damage to the property of the School caused by the Student for the cost of such damage.

4.3. The Customer shall not have the right to replace one Student with another under this Agreement.

4.4. In the event of violation by the Customer of paragraph 3.2. of the Agreement more than 2 (two) times in a row, this Agreement shall be terminated unilaterally, while the Customer shall not be released from liability for reimbursement of the cost of classes actually attended by the Student.

V. TERM OF THE AGREEMENT

5.1. This Agreement shall enter into force from the moment of its Acceptance and shall be valid for the duration of the training and attendance of club classes, in accordance with the terms of classes provided by the School.

VI. FORCE MAJEURE

6.1. Стороны освобождаются от ответственности за частичное или полное неисполнение обязательств по настоящему Договору (кроме уплаты предусмотренных настоящим договором денежных сумм), если это неисполнение или ненадлежащее исполнение явилось следствием обстоятельств чрезвычайного характера, которые стороны не могли предвидеть или предотвратить.

VII. OTHER CONDITIONS

7.1. All disputes between the Parties under this Agreement shall be resolved in the manner established by the legislation of the Republic of Kazakhstan.

7.2. This Agreement may be terminated by agreement of the Parties, or in cases expressly provided for by this Agreement or the legislation of the Republic of Kazakhstan.

7.3. In the event of termination of the Agreement due to force majeure, the pre-paid fee for club classes is non-refundable.

7.4. The Customer hereby confirms that he has read the terms of the Agreement (the terms of the offer), all the terms of the Agreement (offer) are clear, he agrees with them, fully and unconditionally accepts them.