

**Offer and acceptance agreement
for the provision of training services**

Nur-Sultan city

Limited Liability Partnership "**Alibra School (Alibra School)**", represented by the executive director Evgeny Sergeevich Nikipelov, acting pursuant to the basis of the charter, hereinafter referred to as the "Contractor", on the one hand, and

Customer, hereinafter referred to as the "Client", on the other hand, hereinafter collectively referred to as the "Parties", and separately as the "Party", have concluded this offer and acceptance agreement for the provision of training services (hereinafter referred to as the Agreement) about the following:

Preamble

Terms and definitions

For the purposes of this Agreement, the following terms are used in the following meanings:

Data– documents provided by the Client containing personal and other information about the Client.

Acceptance of the Agreement - full and unconditional acceptance of the terms of this Agreement by performing payment for the training in accordance with section 3 of this Agreement.

The Client - an individual who has accepted this Agreement and is a consumer of services under this Agreement.

Offer and acceptance agreement / Agreement – this Agreement concluded between the Client and the Contractor for the provision of training services, which is concluded through the acceptance of the Agreement.

Services – conducting Client's training.

The program - a training on the terms of this Agreement, according to which the Contractor provides the Client with reliable and complete information on the issues he is interested in.

The Contractor's platform - an informational resource in the information and telecommunication network "Internet".

The Client's Personal Account - a section located on the Contractor's platform to which the Client has an access.

Acceptance of the Agreement

In accordance with Article 396 of the Civil Code of the Republic of Kazakhstan, acceptance of the terms of this Agreement for the provision of training services is considered to be a prepayment of the ordered services by the Client, in accordance with the procedure determined by this Agreement and additional Agreements to it. Acceptance by the Client of this Agreement means that he fully agrees with all the provisions of this Agreement. The deadline for acceptance of the Agreement is 3 (three) banking days from the date the Contractor sends this Agreement to the Client's personal account.

1. Subject of the Agreement

1.1. The Contractor undertakes to provide the Client with foreign language training services on a reimbursable basis in accordance with the following program: {{Learning Language}}, selected by the Client (hereinafter referred to as the "Program"), and on other conditions stipulated by the Agreement.

1.2. The Client undertakes to pay the cost of the Contractor's provision of training services in the manner and on the terms stipulated in the Agreement, as well as to fulfill other obligations stipulated in the Agreement.

1.3. The Contractor independently determines the methods of conducting the training and the content of the Program specified in clause 1.1. of the Agreement.

1.4. The duration of the training Program is {TotalHours} academic hours (hereinafter referred to as "a.h.").

The duration of one lecture, the time and days of the week of the training are agreed by the Parties in Appendix No.1 to the Contract.

1.5. Mandatory technical requirements for the technical appliances of the Client, with the use of which the Client receives training services:

- Operating system: Microsoft ® Windows 7, Windows 8.x and Windows 10, MacOS X;
- *Latest version of the installed Internet browser Google Chrome, FireFox, Safari or Opera;
- Latest version of Adobe ® Flash Player™;
- A standard architecture processor with a clock frequency of at least 1.8 GHz or an Intel ® Atom™ processor with a clock frequency of at least 1.6 GHz for notebooks;
- 1 GB of RAM;
- The presence of a microphone and headphones;
- Internet connection from 2 Mbit/sec, recommended speed 5-10 Mbit/sec. You can check the speed of your connection on the page <http://www.speedtest.net>
- If the Client accesses the Internet from the corporate network, then he needs to contact the system administrator and make sure that ports 1935, 80 and 443 are open.

1.6. The Contractor is not responsible for not providing the service (for conducting the training) due to the Client's lack of the necessary software or technical problems with the Internet.

1.7. Within the framework of this Agreement, at the initiative of the Client, the Contractor provides the following additional services related to the provision of services under the Agreement:

- Alibra Online mobile app;
- Alibra Online platform;
- Conversation clubs;
- Grammar consultations.

These additional services are provided by the Contractor to the Client without charging an additional fee, provided that the full training course is completed under the Agreement.

If the training course under the Agreement is not fully completed by the Client, the Contractor has the right to withhold the cost of the additional services provided.

2. Rights and obligations of the Parties

2.1. The Contractor assumes the obligation for:

2.1.1. Providing the Client with the opportunity to receive training services via the Internet individually or in a training group.

2.1.2. Including the Client in the nearest training group being formed, if the Client chooses to undergo training in a group, and also provide the Client with the opportunity to receive services under the Program in a group of no more than {MaxStudents} people.

2.1.3. Informing the Client of the time and dates of the training Program.

2.1.4. Registration of the Client's attendance in the training is carried out by the lecturer in a daily report, issued in electronic form and available for review by the Client in the Client's personal account on the Contractor's platform.

2.2. The Client assumes the obligation for:

2.2.1. Complying with the requirements of the Charter and other local regulations of the Contractor.

2.2.2. Attending all lectures on the Program according to the training schedule agreed by the Parties, adhering the training procedure established by section 6 of this Agreement.

2.2.3. Not missing lectures on the Program without a valid reason. In the context of the Agreement, valid reasons for cancellation / skipping are understood as following: illness, business trip, regular paid leave of no more than two weeks during the duration of the training Program. Skipping lectures for other reasons is recognized as valid only if they are recognized as such by the Contractor.

2.2.4. In case of skipping lectures for the reasons specified in this clause of the Agreement, the Client is obliged to notify the Contractor in advance (no later than 12 hours before the next lecture), by phone numbers and/ or email addresses specified in this Agreement, about the upcoming skipping of the lecture, indicating

the reason and the estimated period of absence, with a mandatory subsequent provision to the Contractor of documents confirming the validity of the pass(es), hereinafter referred to as "proper notification".

2.2.5. The Parties determined that the number of absences (postponements) of lectures should not exceed twice a month, with the exception of long-term illnesses, which should be confirmed by a disability certificate.

2.2.6. Lectures will be considered cancelled/missed for a valid reason only with proper notification.

2.2.7. Informing the Contractor about the change of an address and phone numbers within 3 (three) working days from the date of their change.

2.2.8. Paying for the training services on the terms and within the time limits provided for in section 3 of the Agreement, as well as, in the case of such conclusions, by additional Agreements of the Parties that are an integral part of the Agreement.

2.2.9. The Client is prohibited from making audio/video recordings of the training conducted by the Contractor. All/any materials used by the Contractor in the course of the training under this Agreement, posted on the website www.alibraschool.com, including text, pictures, software, video materials and video files, documentation, etc. are the property of ALIBRA SCHOOL (affiliated legal entities in relation to the Contractor). All of the above is protected by intellectual property protection legislation. The Client has no right to provide, distribute or reproduce, as well as use in any other way the content, trademarks, means of individualization and any other information related to the property of ALIBRA SCHOOL, except for use for the purpose of fulfilling this Agreement. The video materials used by the Contractor for the implementation of the Program are not included in the training manuals and can be used exclusively during the training.

2.2.10. In case of disagreement with the lecturer's marks about the visit according to clause 2.1.3 of this Agreement, within 3 (three) calendar days from the date of the lecture, inform the Contractor about it using a special section in the Client's personal account. If the Contractor does not receive complaints about problems in lectures within 3 (three) calendar days from the date of the lecture, the lecture is considered to have been held in the amount recorded by the lecturer in the daily report with proper quality and the data of the electronic report are recognized by the Parties as reliable and are not disputed in the future.

2.2.11. No later than 5 (five) working days before the expiration of the period specified in the notice of suspension of the training (in accordance with clause 2.4.2. of the Agreement), the Client informs the Contractor of the readiness to proceed with the continuation of the training Program individually or as a part of a new group by submitting a corresponding written notice to the Contractor, or write notification of the continuation of the suspension period (if such a period has not been fully exhausted). If the Client fails to provide the Contractor with a notice of readiness to proceed with the continuation of the training or a notice of the continuation of the suspension period (if such a period has not been fully exhausted), after 5 (five) calendar days from the end date of the suspension period, the Parties acknowledge that, starting from the sixth day from the end date of the suspension period, the Contractor organized the training properly. At the same time, if the Client does not attend the lectures specified in this clause of the Agreement, the omission of lectures is indisputably recognized by the Parties as having occurred due to the fault of the Client, and the Client is obliged to pay for this training in full.

2.3. The Contractor has the right:

2.3.1. For a valid reason (illness or vacation of the lecturer, other objective reasons):

- to replace the lecturer;
- change the date and/or time of lectures and/or the place of provision of services.

2.3.2. In the event that the number of Clients in the training group is half or less than the number of people specified in clause 2.1.2., this group may be recognized as a small and the Performer has the right to:

- disband such a group of Clients, giving the Client the opportunity to continue training in another group;
- complete a small group.

2.3.3. To prevent the training of the Client who has not paid the cost of training services under the Agreement in accordance with section 3 of this Agreement or, in the case of payment by installments, has not made the next payment under the Agreement. In any case, the Contractor has the right not to proceed with the training or to terminate its further conduct / provision of services in the part not paid for by the Client.

2.3.4. If it is impossible to fulfill the assumed obligations due to the fault of the Client, including in the cases specified in clauses 2.2.5., 2.5., 7.3. of the Agreement, to receive the full cost of the services provided by the Contractor.

2.3.5. To not to make up for lectures cancelled/missed on the initiative and/or fault of the Client.

2.3.6. To involve other training organizations in the provision of services.

2.4. The Client has the right to:

2.4.1. Receive information from the Contractor on issues related to the organization and ensuring the proper performance of the services provided for in section 1 of this Agreement, also other information affecting the rights and interests of the Client.

2.4.2. Suspend the training Program by notifying the Contractor while meeting the following conditions:

2.4.2.1. The Client has the right to suspend the training for no more than 3 (three) times during the term of the Agreement, while the total period of suspension may not exceed 60 (sixty) calendar days.

2.4.2.2. The right to suspend the training and continue them without additional payment is granted to Clients, who have paid the full cost of the Program specified in clause 3.1. of the Agreement before submitting an application for suspension, and are continuing without changing the time of the training. In case the Client pays the cost of the Program on the terms of installment payment and the cost of the training Program changes in the direction of an increase at the time of resumption by the Client of the training, as well as, in case of change (at the request of the Client) of the time of lectures, the Client is obliged to pay (extra) the cost of such lectures based on the current prices at the Contractor at the time of the resumption of the training and additionally communicated to him.

2.4.2.3. The Client starts the training after the suspension period expires, starting with the lecture at which the training services were interrupted.

2.4.3. If the Client missed more than 5 (five) lectures in a row for a valid reason, confirmed by the relevant documents, he has the right to transfer to another group undergoing training under the same Program, provided that the Contractor has such an opportunity. The right to transfer is granted no more than 3 (three) times during the term of the Agreement. The transfer is carried out on the basis of a written application of the Client. The Client, within 7 (seven) days from the date of receipt of the Contractor's proposal, selects a group from those proposed to him and notifies the Contractor thereof, on the basis of which the Contractor includes him in the new group.

If the Client does not perform actions to transfer to another group or the Contractor does not have such an opportunity, the Client assumes responsibility for not successfully completing the Program.

2.5. The Parties acknowledge that lectures are considered to be missed due to the fault of the Client, including in the following cases:

- failure of the Client to attend the lecture without explanation;
- skipping a lecture in the absence of proper notification (clause 2.2.6) and/or not attaching a documentary confirmation of the circumstances of skipping a lecture to the application;
- indication by the Client in the application of the reason for skipping the lecture, which is not recognized by the Contractor as valid, in cases when its attribution to such is carried out at the discretion of the Contractor;
- non-admission of the Client to lectures in case of late payment by the Client under the Agreement.

2.5.1. The Client has the right to change the time of lectures, provided that the obligations specified in clause 3 of this Agreement are fulfilled.

3. The cost of training and payment procedure

3.1. The cost of training:

The basic cost of training services (according to the price list);

The cost of training services, taking into account the provided discount, is fixed, according offer (invoice).

3.2. Payment is made by the Client by depositing funds by bank transfer to the Contractor's account, using Internet acquiring through the Client's personal account or by other means. For the avoidance of doubt, the fact of payment in the Agreement means the transfer of funds to the Contractor's current bank account.

3.3. If, at the initiative of the Client, the essential conditions for the provision of training services under this Agreement change, affecting their cost in the direction of an increase in comparison with the cost specified in clause 3.1. of this Agreement, the Client pays the cost of the training Program, taking into account the difference in the cost specified in clause 3.1. of this Agreement, and the cost of the Program calculated at the time of the change of any significant condition, excluding all / any discounts.

3.4. In the event that the Client uses the right of suspension in accordance with clause 2.4.2. of the Agreement, subject to payment by the Client of the cost of the Program on the terms of installment payment changes in the cost of the training Program in the direction of an increase at the time of resumption by the Client

of the training, the Client, starting from the moment of resumption of the training Program, pays the cost of the training Program at prices, valid for the Contractor at the time of the resumption of the training, informed to him additionally.

3.5. At the initiative of the Client, the Contractor may provide training manuals to the Client, the cost of which will be included in the cost of the Program.

3.6. The terms and tariffs of additional services provided by the Contractor to the Client are published on the official website of the Contractor at: www.alibraschool.com, as well as in Annex No.2 to this Agreement.

4. The procedure for conducting distance lectures

4.1. The Contractor contacts the Client at a pre-agreed time and conducts a lecture. Communication is carried out via a pre-agreed communication channel;

4.2. If the Client does not join to the lecture at the set time, the Contractor is obliged to wait for him for 15 minutes. If the Client does not get in touch during this time, the lecture is considered completed and is subject to payment.

4.3. If the lecturer has not appeared online at the set time and the Client cannot contact him within 15 minutes, he needs to contact the Contractor by phone or email.

4.4. Lectures that did not take place at the initiative of the Contractor are postponed to another time without losing them.

5. Liability of the Parties and force majeure

5.1. In case of non-fulfillment or improper fulfillment by the Parties of their obligations under the Agreement, they bear the responsibility provided for by the Agreement, and in everything that is not regulated by the Agreement- provided for by the current legislation.

5.2. In the cases specified in clauses 2.2.5., 2.3.3. of the Agreement, the Contractor's services are subject to payment in full, and the cost of such services proportionally reduces the amount of advance payment made by the Client under the Agreement and is subject to deduction from it.

5.3. The Parties express a clear understanding that the Contractor, within the framework of the Agreement, is not engaged in motivating and/or convincing the Client of the need for timely and constant attendance of lectures.

5.4. Neither Party shall be liable to the other Party for non-fulfillment or improper fulfillment of obligations under the Agreement due to force majeure circumstances, i.e. extraordinary and unavoidable circumstances under these conditions, including declared or actual war, civil unrest, epidemics, pandemics, blockade, embargo, fires, earthquakes, floods, etc. other natural disasters, as well as the publication of acts of state bodies, including those preventing the training.

5.5. The Party for which the impossibility of fulfilling obligations has been created is obliged to immediately (within 3 calendar days from the date of occurrence and termination) notify the other Party in writing of the occurrence, expected duration and termination of the above circumstances. The facts stated in the notification must be documented by the competent authority. Failure to notify or untimely notification deprives the Party of the right to refer to the above circumstances as a basis for releasing from liability for non-fulfillment of obligations, except in cases where their very action prevented the dispatch of such notification.

5.6. Upon termination of force majeure circumstances, the Parties' performance of their obligations under the Agreement may be resumed.

5.7. If force majeure circumstances have been in effect for 3 (three) consecutive months, the Agreement may be terminated by either Party by sending a written notice to the other Party. The day of termination of the Agreement is the day the Party receives the relevant notification.

6. Disputes and disagreements

6.1. Disputes and disagreements that may arise during the execution of the Agreement are resolved, if possible, through negotiations.

6.2. In case of failure to reach an agreement, disputes between the Parties are resolved by the courts in accordance with the law, subject to compliance with the mandatory pre-trial claim procedure for dispute resolution.

6.3. Claims of the Parties under the Agreement are submitted in writing and must be considered within 10 (ten) working days from the date of receipt of the claim by the relevant Party.

7. Term of validity and early termination of the Agreement

7.1. The Agreement comes into force from the date of its signing by the Parties and is valid until the end of the training period under the Program. In this case, the obligations of the Contractor under the Agreement arise from the moment the Client pays the payment agreed by the Parties under the Agreement (in the case of payment in installments – the first part of the payment), in the manner and on the terms of the Agreement. In case of non-receipt of payment to the Contractor within 10 (ten) banking days from the date of the Agreement, the Agreement is considered not concluded.

7.2. The Client has the right to refuse to execute the Agreement unilaterally, provided that he submits a corresponding written application to the Contractor. In this case, the amount paid by the Client, minus the cost of services rendered under this Agreement, calculated at the base cost of the Program (clause 3.1.) from the start date of the training (clause 1.1., Appendix No.1), taking into account the lectures conducted by the Contractor at the time of the Client's refusal to perform the Agreement and schedule (including those not visited at the initiative of the Customer), according to Annex 1, shall be refunded to the Client.

The Contractor withholds the expenses actually incurred, including the cost of additional services provided by the Contractor to the Client, specified in clause 1.7 of the Agreement, calculated in accordance with the tariffs published on the Contractor's official website at: www.alibraschool.com, as well as in Appendix No.2 to this Agreement, as well as the cost of training benefits, bank and other expenses incurred by the Contractor in the process of servicing this Agreement.

7.3. This Agreement may be terminated unilaterally out of court on the initiative of the Contractor, in accordance with the legislation in the following cases:

- unauthorized abandonment of the training process by the Client in the absence of a valid reason. In this case, this Agreement is considered terminated after 30 (thirty) calendar days from the date of such unauthorized abandonment;

- late payment of the cost of training services, in accordance with section 3 of this Agreement, from the date of expiration of the payment period or the payment of the next part of the payment, as the Contractor notifies the Client;

- on other grounds stipulated by the legislation and local regulations of the Contractor.

7.4. Upon termination of the Agreement on the grounds specified in clause 7.3 of the Agreement, the funds transferred to the Contractor in accordance with the procedure provided for in section 3 of this Agreement are non-refundable, fully earned by the Contractor and no part of such funds is subject to refund both during the term of this Agreement and upon its expiration.

7.5. This Agreement may be terminated by agreement of the Parties, and the authorized representatives of the Parties sign a corresponding Termination Agreement.

7.6. Final mutual settlements between the Parties under the Agreement are carried out within 20 (twenty) banking days from the date of termination of this Agreement, regardless of the grounds for such termination, except in cases when the Agreement is terminated at the initiative of the Contractor (clause 7.3.), by wire transfer of the amount due to the Client to the details specified by the Client in the application for termination (refusal from execution) of the Agreement.

8. Final provisions

8.1. In all other matters not regulated in the Agreement, the norms of the current legislation apply.

8.2. The Client confirms that he has familiarized himself with the content of the training chosen by him, has received full information about the paid services provided by the Contractor. The information specified in this Agreement corresponds to the information posted on the official website of the Contractor on the Internet (www.alibraschool.com) as of the date of conclusion of this Agreement.

8.3. All amendments and/or additions to the Agreement are valid if they are made in writing and signed by both Parties.

8.4. The Parties undertake to promptly (within 3 days from the date of the change) notify each other in writing (by e-mail and/or letter) of changes in their bank details, correspondence addresses, contact phone numbers, e-mail addresses and are independently responsible for the consequences of late notification of their change. The fulfillment by a Party of obligations (including in terms of submitting notices and/or notifications) according to the details, addresses and numbers available to him before receiving the above-mentioned notification of their change from the other Party is considered proper fulfillment. In case of late notification of the Contractor by the Client about the change of bank details, the refund period may be extended.

8.5. The Client hereby gives the Contractor his consent to the processing of personal data, which include: surname, first name, patronymic, date and place of birth, gender, citizenship and nationality; passport series, number, other passport data; residence and registration address, home and mobile phone, e-mail address; any other data that the Client informed at the conclusion or during the execution of this Agreement.

Processing (collection, systematization, accumulation, storage, clarification, modification, use, depersonalization, transfer, blocking, destruction) of the Client's personal data is carried out by the Contractor for the purpose of fulfilling the Agreement, as well as distribution of advertising messages (including about ongoing promotions and special offers through any communication channels, including by mail, SMS, e-mail, telephone, other means of communication).

The processing of the Client's personal data can be carried out by the Contractor using automation tools and/or without the use of automation tools in accordance with the current legislation and the provisions of the Contractor.

This consent is valid for the duration of this Agreement and for at least three years from the date of its termination. The consent is terminated on the basis of a written application, which is signed by the Client and handed over, or sent by registered mail with a notification of delivery to the Contractor.

The rights of the subject of personal data are explained and understood by the Client.

8.6. The Client hereby confirms his consent to receive informational and promotional mailings from the Contractor (information about current promotions, discounts, contests, events and other special offers, as well as corporate news, surveys, analytics) at the e-mail addresses and mobile phone numbers specified in this Agreement. In this case, the Client has the right to refuse to receive advertising information by contacting the Contractor's contact center by phone number 8 (800) 550-72-53 or by e-mail info@alibraschool.com.

8.7. The Client hereby authorizes the use of his photos and videos of the training with his participation without specifying his surname, first name and patronymic for the purpose of advertising the services of the Contractor or in order to provide services to other customers who missed the training according to the Contractor's Programs.

9. Reference details of the Parties

LLP "Alibra School"

BIN 220440054977

Nur-Sultan city, Yessil district, Turan avenue, 55/137

Account number: KZ879985TB0001486227 (tenge)

Bank of JSC "First Heartland Jusan Bank"

BIC of the recipient's bank TSESKZKA

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