

OFFER AGREEMENT FOR THE PROVISION OF SERVICES

1. GENERAL PROVISIONS

1.1. This Public Agreement (hereinafter - the Agreement) determines the procedure of service provision under the Agreement, as well as the mutual rights, obligations and relationship between VF Brain Evolution Ltd. hereinafter referred to as "Contractor" and a consumer of services (any natural or legal person) hereinafter referred to as "Customer", who accepted (has accepted) the public offer of this Agreement by paying for services of Contractor or by actual consumption of services, separately referred to as "Party" and together as "Parties".

1.2 This offer is a public offer (hereinafter - the Agreement), full and unconditional acceptance of its terms and conditions is the first payment by the Customer for the services offered in the manner prescribed in this Agreement.

1.3 The acceptance of the offer means that the Customer agrees with all the provisions of this offer and is tantamount to concluding a service agreement. The date of the conclusion of the Agreement shall be deemed to be the date of the Customer's registration in the Personal account on the Website or the payment made by the Customer.

1.4. This Agreement is freely available on the website <http://amakids.com>.

2. TERMS AND DEFINITIONS

Website is an internet resource containing information on the name, content and cost of Courses, located on the Internet at <http://amakids.com>.

Platform is a closed subsection of the Website that enables the provision of training services to Customers and which is accessed via the Customer's Personal Account.

Amakids application is a software product for mobile devices (Android or iOS), the functionality and interface of which is designed to work on the Platform via the touch screen or buttons of the mobile device (used if provided by the Course programme).

Customer is a person who is a consumer of paid services under the selected and paid for Course under the Contract concluded between him/her (his/her legal representative) and the Provider, who has access to the Personal Office on the Website and the Amakids App.

Training Services are remote online training of the Customer on the selected and paid for Course through the Internet, using the Amakids Platform and App.

Course is the author's training programme of the Contractor, which consists of a series of training distance learning sessions using the internet, information about which is available on the Website.

An activity is the carrying out of online training via the internet through the Amakids Platform and App. During the lesson, the Customer is at his computer or mobile device and communication between the Provider and the Customer is maintained via the internet by means of live video and audio transmission.

Bonus Class/Bonus Lesson is a class awarded to the Customer as a bonus if the terms and conditions of the promotion and bonus programmes established by the Service Provider are fulfilled.

Client's Personal Account is a special closed subsection of the Site that allows the registered and authorized Client to access the Platform, his/her personal information, the purchased Courses, including access to teaching materials, audiovisual content (within the Course), as well as access to independent practical exercises within the selected Course.

SMS and other notifications are text messages used by the Provider to notify the Client by posting information on forthcoming courses, promotions and discounts as well as other information required to fulfil obligations under this agreement. The Customer consents to being notified by the Contractor by means of text messages and notifications via communication channels by indicating his telephone number and e-mail when registering in the Personal Account on the website.

3. SUBJECT MATTER

3.1. Under this Agreement, the Contractor undertakes to provide distance learning services to the Client (the Client's children) on a course selected and paid for by the Client through the Amakids Platform and App and/or other services which the Client has accessed and paid for on the Platform and the Client shall accept the services provided and pay the cost of the services in accordance with the terms of this Agreement.

3.2 The list of services (courses, programmes) provided by the Contractor through the Platform and the Amakids App, their costs and other necessary information are indicated on the Website and in the Client's Personal Account.

3.3 This Agreement can be concluded for the benefit of minor third parties by their parents (legal representatives).

3.4 The Contractor shall provide training services at the time agreed with the Customer via the Internet, using the Amakids Platform and App, providing voice and video communication between the Customer and the Contractor. The training schedule and dates shall be agreed between the Client and the Provider and recorded in the Client's Personal Account.

3.5. When the Client fulfils the conditions of promotional and bonus programmes established by the Executor and posted on the website, he will receive a Bonus lesson, which he can use within the time period specified in the Executor's promotional and bonus programme. In the absence of any payment for the Provider's services in Client's Personal Account, the Bonus activity cannot be used. If the Client has not used the Bonus activity within its validity period, the Bonus activity shall be cancelled. Bonus Points cannot be transferred to third parties.

3.6 The Agreement and its Appendices are official documents and shall be published on the Provider's website.

3.7 The venue for the provision of training services is the World Wide Web, which enables real-time video and sound transmission through the Amakids Platform and App.

3.8 The Provider unilaterally determines the Course Programme by posting the relevant information on the Website.

3.9 The Parties undertake to notify each other immediately if there are any obstacles to the fulfilment of the terms and conditions of this Agreement.

4. CONTRACTING PROCEDURE

4.1. This Agreement is a public contract according to which Executor undertakes an obligation to render Services to an indefinite range of persons (Customers) who have applied for the mentioned Services.

4.2 Publication (posting) the text of the Agreement on the Executor's website is a public offer (offer) of the Executor to the indefinite circle of people to conclude the Agreement.

4.3. Conclusion of this Agreement is made by means of Client's accession to this Agreement, i.e. by means of acceptance (acceptance) of conditions of this Agreement by Client in general without any conditions, exceptions and reservations.

4.4 The fact confirming the conclusion of the Public Agreement on the part of the Client is his registration in the Client's Personal Account on the Website and/or the Client's payment by bank card through the payment systems indicated on the Platform.

4.5 In the event that the Executor is unable to provide the Services, including for reasons beyond the Executor's control, the Executor shall have the right to refuse to provide the Services with a subsequent refund to the card from which the payment was made.

5. CONTRACTOR'S RIGHTS AND OBLIGATIONS

5.1 The Contractor undertakes to

5.1.1. Provide training services of good quality and in full during the service period for the Course chosen and paid for by the Customer through the Amakids Platform and App. To provide the Customer with advice and support regarding the services provided.

5.1.2 Provide services under this Agreement by engaging teachers on a contractual basis to perform the obligations under this Agreement. The Contractor shall not be obliged to confirm to the Customer the existence of an employment or civil law relationship with the teachers.

5.1.3. To instructor, after each lesson, to make changes in the Client's Personal Account about the lesson conducted, assign and verify practical assignments (if provided for in the Course) and other necessary information about the conducted lesson. Interaction between the instructor and the Client shall take place during the instructor's working hours indicated on the Platform, online via chat on the Platform. If the Client's request is received outside the instructor's office hours, the instructor is obliged to respond to the Client in chat on the Platform within 8 (eight) hours of the instructor's office hours.

5.1.4 In the event of inability to perform his obligations under this Agreement, to immediately inform the Customer thereof and to make every effort to remove the obstacles to the performance of his obligations.

5.1.5 Upon successful completion of each Course, upon Customer's request, Customer shall be issued a certificate of training in electronic form established by Contractor.

5.2 The Contractor shall have the right:

5.2.1. Not commence or suspend the provision of the Services to the Customer if the Customer violates the requirements stipulated in this Agreement (including the terms and amount of payment for the services), as well as in other cases stipulated by the laws of the Republic of Cyprus.

5.2.2. When making changes in the Client's Personal account about a completed session, first write off the paid sessions, then the Bonus sessions (if any).

5.2.3 To engage third parties (teachers on the Course selected by the Customer) certified by the Executor in the provision of services without the consent of the Customer.

5.2.4 To change and supplement this Agreement, its Appendixes and other documents posted on the Internet in connection with the provision of services without the consent of the Client, while ensuring the posting of changes and additions on the Site.

5.2.5. Postpone the lesson (due to the instructor's illness or other reasons) by notifying the Customer of the postponement at least 8 hours before the start of the lesson. The postponement of the lesson shall be recorded in the Client's Personal Account. In case of frequent postponement of the lesson (more than 2 times within a calendar month) the Customer shall have the right to contact the Contractor with a request to replace the teacher.

5.2.6. On the Customer's initiative, to suspend classes with the same schedule of classes, provided that the duration of the suspension does not exceed 21 (twenty-one) calendar days and if not less than 2 months have passed from the date of the previous suspension. The Client shall inform the Provider of the exact date and time of the last class before the suspension and the first class after the suspension. If it is necessary for the client to cancel the class, but it has not been activated for 2 (two) months, the client has the right to cancel the class with a 24-hour notice. In this case the schedule of classes will not be maintained and the money for unused classes will remain with the provider and will be used to pay for the class when it is resumed.

After the resumption of the lesson, the Client and the Executor shall agree on the schedule of lessons anew.

5.2.7. Suspend the provision of services under this Agreement on its own initiative on public holidays, giving prior notice to the Client by sending a message in the Client's Personal Account, by text message or in any other way through communication channels.

5.2.8. replace the instructor if there are reasons for this (temporary disability of the instructor, inability of the instructor to provide services, other circumstances) by giving prior notice to the Customer by sending a message in the Customer's Personal Office, by text message or in any other way through communication channels.

5.2.9. In order to control and improve the quality of services, to record audio and video clips of classes with Clients, as well as to use them as advertisement of Provider's services in Internet or other sources.

5.2.10. To post video and text reviews of Clients on the Website. The Customer, by accepting this Agreement, confirms his consent to such posting and disclosure of his personal data specified in the feedback.

6. CUSTOMER RIGHTS AND OBLIGATIONS

6.1 The Customer undertakes

6.1.1. To familiarize oneself with the current edition of the Agreement and Executor's service fee until the moment of accepting the Offer, as well as to familiarize oneself with their amendments at each visit of the Website.

6.1.2. Pay for the Services provided in accordance with the terms of this Agreement.

6.1.3. Control the changes in the information published on the Site or in the Client's Personal profile on the Platform.

6.1.4. Not to disclose to the third parties information, received during the period of the Services, about the methods, programmes and methods of the Services, as well as other confidential information.

6.1.5. For possibility to receive services according to the present Agreement at the time agreed with the Executor, to have constant access to Internet (required speed of Internet connection is 5 Mb/s, ping no more than 50), enter the Client's Personal profile on the website from the personal computer and be authorized in Amakids application from the mobile device. Contractor shall not be liable for failure to provide services under this Agreement due to Customer's lack of permanent access to the Internet or malfunction of necessary equipment, including due to faulty microphone and / or headphones.

6.1.6. To comply with the internal rules of the training process:

- Postponement and cancellation of the class by the Customer may be made no later than eight (8) hours before the start of the class. Failure to comply with the above-mentioned deadline shall be equated with the Customer's failure to attend the lesson. The number of possible postponements and cancellations of classes in a calendar month: the postponement of one (1) class is possible if the schedule of classes is one (1) class per week; the postponement of two (2) classes if the schedule of classes is two (2) or more classes per week. If this limit is exceeded, classes may not be rescheduled or cancelled;

- If the Client has not logged in to the Platform and Amakids App at the time set in the lesson plan and is not available to call the instructor, the instructor will make an attempt to contact the Client within 25 minutes from the start of the lesson. If the instructor manages to contact the Client within 25 minutes from the start of the lesson, the lesson will be conducted in an abbreviated version for the remainder of the lesson and the lesson is deemed to have been conducted. If the instructor fails to contact the Client within 25 minutes from the start of the lesson, the lesson is deemed to have taken place;

- If the Client does not receive a call from the instructor within the scheduled start time plus five (5) minutes, he/she shall inform the instructor immediately by any available means. Classes that are not held due to the fault of the Provider/Teacher shall be rescheduled in full to another time and date agreed with the Client.

6.2 The client has the right:

6.2.1. Demand that the Provider provides quality services in accordance with the terms and conditions of this Agreement.

6.2.2 Receive, at the time agreed with the Contractor, the services for the selected and paid course via the internet, using the Amakids Platform and App.

6.2.3. Transfer the paid lesson to one third party who has a personal account on the Website. No transfer of paid lessons to more than one third party is permitted. No refunds will be given for transferred classes. Bonus classes cannot be transferred to third parties.

6.2.4 The client has the right to reschedule the lesson (in case of illness) by notifying the instructor of the rescheduled lesson at least 8 hours before the start of the lesson. The postponement of the lesson shall be recorded in the Client's Personal Account.

6.2.5 To unilaterally cancel the Executor's Services. In this case the Client shall notify the Executor in writing 10 (ten) working days prior to the date of termination of the Agreement. In case of early termination of the Services unused money shall be refunded within 30 (thirty) working days from the receipt of the notice minus expenses incurred before the date of termination and cost of actually rendered services at the date of termination of the Agreement. Notices of withdrawal from the Service provided by the Service Provider submitted by the Customer in breach of the deadline stipulated in this clause shall not be accepted.

7. FEES AND PAYMENT ARRANGEMENTS

7.1. The cost of the Provider's services under this Agreement shall be indicated on the Provider's Website and Platform in accordance with the selected Course.

7.2 The Client shall pay for the services of the Contractor under this Agreement by making a 100% prepayment. Client has the right to pay for the whole period of training on the chosen Course, for individual sessions or packages of sessions.

7.3 Payment shall be made using the Client's bank card details on the Platform and shall be made in the electronic payment system of the Settlement Bank that has been certified in the payment systems Visa Inc., MasterCard Worldwide and MIR for transactions with 3-D Secure and Mir Accept authentication. The submitted data is fully protected within the Payment Card Industry Data Security Standard and no one, including the Provider, can obtain it.

7.4 Service is deemed to be paid for from the moment the card transaction is successfully completed. Payment for the service shall be confirmed by the Service Provider in the Client's Personal Account on the Platform.

7.5. In case the payment information is not displayed in the Client's Personal Account on the Platform, the Client shall contact the Executor to receive confirmation of the payment for the service within 3 days from the moment of payment.

7.6 In case the Client fails to comply with the payment deadline indicated in clause 7.2. of this Agreement, the Service shall not be provided by the Executor.

7.7. Executor has a right to change the cost of his services depending on inflation rate in the country, sharp currency exchange rate fluctuation in relation to ruble and also for other reasons that influence on formation of Executor's services cost.

7.8 In case the Client misses a class for a good reason and the payment is documented, the prepayment made shall not be refunded, but the Client has the right to receive the service for the missed class at the time agreed with the Executor.

7.9 In case the Client misses an exercise without notifying the Executor, including in case the Client fails to comply with clause 6.1.6 of this Agreement. 6.1.6. of this Agreement, the

prepayment made shall not be refunded, but the Client shall be entitled to receive the service for the missed lesson at the time agreed with the Executor by paying again for such a lesson.

8.

THE LIABILITY OF THE PARTIES AND THE PROCEDURE FOR SETTLING DISPUTES

DISPUTE RESOLUTION PROCEDURE

8.1. For non-performance or improper performance of his obligations under this Agreement the guilty party shall be liable in accordance with the applicable laws of the Republic of Cyprus taking into account the terms and conditions of this Agreement.

8.2 Any complaints and financial claims shall be accepted by the Contractor only from the person who has accepted the terms and conditions of this Agreement (the Client).

8.3 Contractor shall not be held liable in case of improper execution of this Agreement if the improper execution has been caused by inaccuracy, insufficiency or untimeliness of the information provided by the Client, as well as due to other breaches of this Agreement by the Client.

8.4 Contractor is not responsible for a discrepancy between the provided services and the Client's expectations and/or his/her subjective assessment, such a discrepancy with expectations and/or negative subjective assessment are not the basis to consider the services not of high quality or not in the agreed scope, as well as the opinions of third parties (including employees of state authorities) different from the Contractor (its employees and/or partners) are not such basis.

8.5 If the Customer has not used the Service for reasons beyond the control of the Service Provider and has not notified the Service Provider of his wish to waive the right to continue the Service, the Service is deemed to be properly performed.

8.6 Liability for infringement of the exclusive rights referred to in section 10 of this Agreement shall be established in accordance with the legislation of the Republic of Cyprus.

8.7 In cases of disagreements and disputes due to non-performance or improper performance of this Agreement or in connection with it, the Parties will seek to settle them by negotiations and reach an amicable agreement.

8.8 If no amicable agreement is reached through negotiation, the dispute shall be resolved in accordance with the applicable laws of the Republic of Cyprus at the location of the Contractor. The claim procedure for dispute resolution shall be binding on the Parties. The term for responding to a written claim shall be 30 (thirty) calendar days from the date of its receipt.

9. EXTRAORDINARY CIRCUMSTANCES

9.1. The Parties shall be released from liability for failure to fulfil or improper fulfilment of their obligations under this Agreement if such were caused by unforeseen, insurmountable circumstances, namely earthquake, fire, flood, other natural disasters, epidemics, accidents, explosions, military actions, changes in legislation, orders of authorized persons, which made it impossible for the Parties to fulfil their obligations under this Agreement.

9.2 If any of the aforementioned circumstances directly affected the fulfilment of the obligation within the period set in the contract, then this period shall be extended proportionately by the duration of the relevant circumstance.

9.3 The party to which the impossibility of fulfilling the obligation has arisen shall notify the other party in writing of the occurrence, anticipated duration and cessation of the above circumstances, no later than five (5) calendar days after their occurrence and cessation. Failure to notify or untimely notification shall deprive the party of the right to invoke any of the above circumstances as grounds for exemption from liability for non-performance or improper performance of the obligation.

10. EXCLUSIVE RIGHTS

10.1. All objects accessible via the Website, the Client's Personal Account on the Website or the Amakids application, including software code, design elements, text, graphics, illustrations, videos, training and methodological materials, computer programmes, means of individualization (brand name, trademarks, service marks, commercial designations), as well as rights to the Training Courses - as works, databases and other objects, and any content are the objects of exclusive rights of the Contractor or used by the Contractor

10.2 Use of the content as well as any other elements is only possible under this Agreement for personal purposes, not for commercial use. The Client is granted a non-exclusive right to use the Platform, the Amakids App and any services of the Website to the extent and for the period provided in this Agreement. The rights to use the Platform, the Amakids Application and any services on the Website are transferred to the Customer by granting access. No elements, including any content, of the content of the Site, Customer's Personal Area on the Site or the Amakids App may be used in any other way without the prior permission of the copyright holder. Use includes, but is not limited to: reproduction, copying, processing, distribution on any basis, framing, etc. Exceptions are the cases expressly provided by the legislation of the Republic of Cyprus.

10.3 This Agreement contains the terms and attributes of a license agreement.

10.4 Contractor's fees include a license fee from the Contractor for granting the non-exclusive right to use the Platform and Amakids App, and it is 1% of the Contractor's fees.

10.5 The Customer is obliged to provide the Contractor with reports on the use of the Platform, the Amakids App or the Website service, the right to use which is granted under this Agreement, based on the Contractor's requests, in the form, content and manner specified in these requests.

10.6 The Platform, the Amakids App and all the services of the Website are provided in the "as is" state. The Contractor does not guarantee their availability at any time. The Client has no right to request any changes to the Platform, the Amakids App and the services of the Website.

10.7 The Provider is not responsible for the Client's expectations in relation to the results of using the Platform, the Amakids App and the Website services for their suitability and does not guarantee their compliance with any special requirements of the Client or the possibility of adjusting (changing) their sections according to the Client's preferences. The Contractor also does not guarantee that the Platform, the Amakids App and the Site's services are completely free of defects and errors and shall function smoothly and without fail.

10.8 The use of the Platform, the Amakids App and the Site's services is carried out by the Client solely at the Client's own responsibility and risk. The Contractor does not guarantee the proper functioning of the Platform, the Amakids App and the Site's services and is not liable for any damage caused to the Customer as a result of using them. The Contractor shall not be liable for the risk of adverse consequences that occur or may occur as a result of non-compliance of the equipment, other software or communication channels used by the Client with the established requirements for the protection of personal data from unauthorized (illegal) encroachment by third parties.

10.9 The Contractor makes all reasonable efforts to prevent failures and malfunctions in the Platform, Amakids App and the Website services, but does not guarantee their uninterrupted operation, is not responsible for it and is not obliged to notify the Customer of failures.

10.10. The Customer has no right to use the Platform, the Amakids App and the Site services to send advertising messages and other actions not directly related to the use of the Platform, the Amakids App and the Site services.

11. PERSONAL DATA PROCESSING

11.1. By registering on the Website and/or the Platform, the Client confirms their consent to the processing of the following personal data by the Contractor and/or the data of a minor, whose legal representative they are: name, contact phone number, e-mail address.

11.2 Processing of personal data shall be carried out by the Provider for the purpose of providing services, information on services, loyalty promotions, for marketing, other commercial purposes as well as for the purpose of complying with the legislation of Cyprus and the Russian Federation.

11.3 The Client consents to any action in relation to his personal data which is necessary to achieve the above purposes, including collection, systematization, accumulation, storage (electronically and in hard copy), clarification (updating, modification), transfer, anonymization, blocking, destruction, transfer of personal data, as well as any other actions with my personal data subject to applicable law.

11.4 Consent to the processing of personal data shall be given for the entire term of this Agreement.

11.5 The Contractor shall process and ensure the confidentiality of personal data in accordance with the requirements of the applicable laws of the Russian Federation and the GDPR.

12. OTHER CONDITIONS

12.1. All information related to the performance of this Agreement shall be confidential.

12.2 This Agreement shall enter into force upon acceptance (offer) and shall remain in force until the Parties have performed their obligations in full.

12.3. This Agreement may be prematurely terminated by agreement of the Parties, and also at the initiative of one of the Parties in case of non-performance by the other Party of the conditions of this Agreement.

12.4 In the event of termination of this Agreement on the initiative of either Party, the Contractor shall be obliged to refund to the Client the money paid less the costs incurred up to the date of termination of the Agreement and the value of the services actually rendered as of the date of termination of the Agreement. The refund shall be given on the basis of a written application of the Customer within thirty (30) working days from the date of receipt of the respective application by the Provider.

12.5 In the event of changes in the contact details and/or details of either Party, the Party which has undergone the change shall notify the other Party within 3 business days of the change. The risk of adverse consequences shall be borne by the Party that fails to comply with the requirements of this clause.

12.6. The Parties shall have the right to exchange documents under this Agreement, including primary accounting documents signed by one Party, scanned and sent to the other Party by e-mail, thus acknowledging the legal validity of the said documents until the original is received. The Parties also acknowledge the legal validity of all other notification documents, claims sent to each other electronically pursuant to this Agreement.

12.7 Content of e-mails creates civil rights and obligations for the Contractor and Client if these e-mails are sent by using the domain name @Amakids.com for the Contractor and the e-mail address indicated by the Client upon registration in the Personal Account on the Website.

12.8. In cases not provided for in this Agreement, the parties shall be governed by the applicable laws of the Republic of Cyprus.

13. CONTRACTOR BANK INFORMATION:

Contractor:
VF Brain Evolution Ltd.

Registration No. / VAT: HE 385788

Address: Marathonos 3, MALI HOUSE, 8011, Paphos, Cyprus

Name of Bank: Bank of Cyprus, International Business Unit

Account Number: 3570 2961 6162

SWIFT: BCYPCY2N

IBAN CY60 0020 0195 0000 3570 2961 6162

E-mail: international@amakids.com