

**Public Offer Agreement
for Provision of For-profit Education Services
in the Area of Supplementary Education**

Moscow

« ____ » _____ 2018

Individual Entrepreneur Yelena Vladimirovna Kuznetsova, acting in the field of educational activities, in accordance with a license, granting the right to perform educational activities, No. 039571 dated August 20, 2018, issued by the Department of Education of the city of Moscow, hereinafter referred to as the Performer, acting in accordance with the OGRNIP Certificate 318774600264933 dated May 17, 2018, on one part, in accordance with the Civil Code of the Russian Federation, Federal Law of the Russian Federation on the Education in the Russian Federation and Law of the Russian Federation on Consumer Rights Protection, and Regulations for Provision of Paid Education Services approved by the decree of the Government of the Russian Federation dated August 15, 2013 No. 706 addresses this Public Offer for Provision of For-profit Education Services relating to the organisation of foreign language courses (hereinafter the Agreement) to any person that is ready to use the Performer's services.

General Terms.

When this Agreement is entered into between a person admitted to training and individual or legal entity that shall pay for the education of a person admitted to training, the Performer, the Customer and the Student shall be the Parties of the Agreement.

When this Agreement is entered into between a person admitted to training and the person that shall pay for his/her training, the Performer, the Customer or the Student shall be the Parties of the Agreement; in their turn the Customer/Student shall have all the rights, obligations and responsibility provided by this Agreement for a relevant Party.

The Customer means an individual and (or) legal entity that has an intention to order or orders any paid education services for himself or other persons based on the contract.

The Performer means an organisation that performs education activities and provides education services to a trainee, being **Limited Liability Company DiveLang**.

The Student means an individual that masters an educational program.

Acceptance of this Offer shall be a handwritten signature of the Performer and the Customer and/or the Student of this Agreement in accordance with the requirements of part 1 Article 54 of the Federal Law of the Russian Federation dated Dec 29, 2012 No. 273-FZ on Education in the Russian Federation and clause 12 section II of the Regulations for Provision of Paid Education Services approved by the decree of the Government of the Russian Federation dated August 15, 2013 No. 706.

In accordance with Articles 21, 26, 28 of the Civil Code of the Russian Federation, this Agreement can be executed by an adult Student who have reached the age of 18 or an under-age Student at the age of 14 to 18 with written consent of his legal representative or a legal representative of an under-age Student that have not reached the age of 18. In this case, the Agreement shall stipulate the status of the Student's legal representative (mother, father, guardian, tutor, etc.)

Having accepted this Offer, the Customer and/or the Student agree to all conditions of this Agreement in a form set forth in this Agreement.

The Performer maintains the right to amend this Agreement; therefore, the Customer and/or the Student shall regularly monitor amendments to the Agreement published at the Performer's website. New conditions of the Agreement shall come into force from the moment of publication at the Performer's website.

1. Subject Matter

1.1. In accordance with conditions of this Agreement, the Customer and/or the Student shall pay for the education services, and the Performer shall provide the education services.

1.2. The Customer and the Student's personal data, type and name of the education program, form and duration (period for mastering) of the education program, type of the document on training shall be determined for each Customer and/or Student individually, depending on the goals, tasks and period of training in Annex No. 1 to this Agreement based on the information published at the Performer's website <http://www.divelang.ru>.

1.3. The Customer and the Student's personal data, information on the type, name, form, period of training under the education program and type of the document on training to be issued shall be prepared after entering into this Agreement at the Customer's office.

2. Rights and obligations of the Performer.

2.1 The Performer shall:

2.1.1. Organise and ensure proper performance of the services hereunder. The Education Services shall be provided in accordance with the curriculum, class schedule and other local regulations developed by the Performer.

2.1.2. Before the beginning of training, select group members with maximum precision, depending on their level of fluency, to arrange an interview with the Student and free oral testing.

2.1.3. Admit the Student that have fulfilled the conditions for admission established by the local regulations of the Performer and create necessary conditions for mastering the selected training program.

2.1.4. Determine the content and methods of the training process and control the quality of the training process.

2.1.5. Respect the Student's personality, without any physical or psychological violence.

2.1.6. Notify the Customer and/or the Student on all the changes in the curriculum.

2.1.7. When fulfilling the obligations hereunder, be guided by the laws of the Russian Federation.

2.2. The Performer may:

2.2.1. Independently carry out the process of training, select evaluation systems, forms, procedure and regularity of an interim certification of the Student, applying incentives and penalties within the limit provided in accordance with the Performer's local regulations.

2.2.2. Determine teaching staff. If needed, the Performer may substitute a teacher, change the date and/or the time of classes and/or place of service provision.

2.2.3. Demand that the Customer and/or the Student pay for the education services in time and in full.

2.2.4. During an academic year develop, approve and adjust class schedule, maintaining the overall period of training.

2.2.5. Select, develop and implement in the training process new programs that increase efficiency of the training.

2.2.6. Not admit the Student that have not paid/whose classes have not been paid by the Customer to classes (not to start classes or terminate classes/provision of education services to the extent unpaid by the Customer and/or Student).

2.2.7. If the number of Students in the group is three or less persons, the group can be recognised small, and the Performer may:

- dissolve such a group, giving the Student an opportunity to continue training under the previously selected education program in another group;

- supplement a small group (maximum number of Students in the reorganised group is not more than eight (8) persons).

The Performer shall notify the Customer and/or the Student on the above changes within 1 business day from the day of adoption of a relevant decision.*

2.2.8. Not compensate classes that have been cancelled/missed upon an initiative of the Student.*

3. Rights and obligations of the Student.

3.1. The Student shall:

3.1.1. Attend classes in accordance with the class schedule.

3.1.2. At the Performer's request, provide documents, confirming payment for the training.

3.1.3. After the end of the training, to obtain the Certificate, undergo a final certification in a form of a final test.

3.1.4. Not cooperate with a teacher outside this Agreement within the period of cooperation of the teacher and the Performer.

3.1.5. Take care of the Performer's premises and tools, preventing its loss or damage and compensate damage inflicted to the Performer's property in accordance with the laws of the Russian Federation.

3.1.6. Fulfil tasks, when preparing for the classes provided by Performer's teaching staff.

3.1.7. The Student shall comply with the requirements of the Internal Training Regulations and other Performer's local regulations, meeting requirements to the academic discipline and generally recognised standards of conduct, particularly, showing respect to scientific and teaching staff, engineering and technical, administrative, teachers' assistants and other Performer's staff and other students, restrain from encroachment on their honour and dignity.

3.1.8. Notify the Performer on impossibility to attend a class 24 hours prior to the beginning of a class. Otherwise, the Performer shall be deemed fulfilled his obligations to the Student for organisation of classes and the price of lessons shall not be repayable (or shall be paid). Notification shall be deemed duly provided, if given by phone 8(495)966-31-08. **

3.2. The Student may:

- 3.2.1. Demand that the Performer provides information relating to the organisation and ensuring due performance of services provided for by this Agreement, evaluation of his knowledge, skills, other achievements in education and criteria of this evaluation.
- 3.2.2. Use Performer's property needed to carry out the training process during the classes included in the schedule.
- 3.2.3. Use additional education services provided by the Performer that are not included in the curriculum based on a separate Agreement.
- 3.2.4. Demand the conditions that guarantee protection of his/her health.
- 3.2.5. Participate in social and cultural, recreational, etc. events organised by the Performer.

4. Rights and obligations of the Customer.

4.1. The Customer shall:

- 4.1.1. Make payments for the education services provided to the Student stipulated in Annex No. 1 to this Agreement in the amount and in accordance with the procedure defined in this Agreement and file payment documents that confirm such a payment.
- 4.1.2. Agree with the Performer upon material conditions of provision of education services.

4.2. The Customer may:

- 4.2.1. Obtain information from the Performer in relation to organisation and ensuring due provision of the services provided for in section 1 of this Agreement and detailed in Annex No. 1 to this Agreement.
- 4.2.2. Apply to Performer's staff in relation of the training process.
- 4.2.3. File claims relating to the deficiencies of the provided educational services both after the end of the period of provision of services and in the course of their provision in accordance with the current laws of the Russian Federation.
- 4.2.4. Familiarise with the certificate for state registration of an individual entrepreneur, having a license for the performance of educational activities and documents on training, other documents that govern the organisation and performance of the Performer's education activities.
- 4.2.5. During the training period, check the process, results and quality of works on the performance of contractual obligations.
- 4.2.6. Demand that the Performer fulfils his obligations hereunder in a timely and quality manner and in full.

5. Procedure for settlements and price of the services.

- 5.1. The full price of education services under the selected program, procedure and period for payment shall be determined for each Customer and/or Student individually, depending on prices approved by the Performer, selected educational program and form of training as well as existing discounts stipulated at the Performer's website at <http://www.divelang.ru> and set forth in Annex No. 2 hereto.
- 5.2. Information on full price of training, procedure and period for payment shall be prepared upon the registration at the Performer's website (<http://www.divelang.ru>) or upon the filing of an application duly executed electronically (with further printing out and signing by the Parties simultaneously with the execution of this Agreement) or in writing.
- 5.2. In accordance with the existing laws, Performer's services provided for in this Agreement shall not be subject to VAT.
- 5.3. Payment of services shall be certified by the Performer by way of presentation by the Customer of a document, confirming payment of education services.
- 5.4. The Customer shall transfer the copies of the payment documents to the Performer upon his/her request within 3 calendar days upon the payments made thereby.
- 5.5. If the group of Students was not formed within twenty (20) business days from the moment of signing of this Agreement, the Performer shall compensate the Customer for the paid funds in full in accordance with the Customer's written application.*
- 5.6. Training materials shall not be included in the price of the training. Upon entering into the Agreement, the Customer/Student may buy training materials from the Performer in accordance with the existing pricelist.
- 5.7. The increase in the price of for-profit education service after the entering into the Agreement shall not be allowable, except for the increase in the price of the above services with respect to an inflation rate provided for by main features of the federal budget for a following financial year and planned period.

6. Termination of the Agreement.

- 6.1. This Agreement shall come into force from the moment of its execution by the Parties and shall be

valid until the Parties fulfil all their obligations hereunder in full.

6.2. This Agreement can be brought to an early termination upon the agreement of the Parties and upon unilaterally request of either Party subject to prior notification to be sent to the other Party no later than 5 business days prior to the expected termination.

6.3. This Agreement shall be early terminated:

at the Student or the Customer's initiative, particularly in case of transfer of the Student for further mastering of a curriculum to another organisation responsible for educational activities;

at the Performer's initiative in case of expel of the Student that have reached the age of fifteen as a form of disciplinary sanction, in case of establishment of violation of the procedure for admission to training resulting in illegal admission to the training through the student's fault; under the circumstances beyond the Parties' control, particularly in case of liquidation of the Performer.

6.4. In case of unilateral termination of this Agreement by the Performer based on the grounds stated in clause 7.2 of this Agreement, she notifies the Customer and (or) the Student thereof no later than 3 business days in advance of termination of the Agreement.

6.5. The Performer may terminate this Agreement unilaterally if the Student's attitude to the Performer's property and premises used by the Parties in the training process in negligent.

6.6. Upon termination of the Agreement at the Customer's initiative unilaterally, under condition that a relevant written claim is submitted, the Performer shall return to the Customer the funds paid for education services less provided education services and actual expenses for the fulfilment of obligations hereunder.

6.7. In case of disagreement of the Customer and (or) the Student with clause 2.2.7 of this Agreement, the Agreement shall be terminated, the Performer shall return to the Customer the funds paid for education services less provided education services and actual expenses for the fulfilment of obligations hereunder.

6.8. The Performer may terminate the Agreement with the Customer in advance in case of non-payment of the price of services within three (3) calendar days.

6.9. The Performer may refuse to fulfil this Agreement under condition of repeated violation of obligations on the part of the Customer and (or) Student provided for by this Agreement, which obviously obstructs fulfilment by the Performer of her obligations and violates the rights and legal interests of other students and Performer's employees, by deducting the amount of expenses in this regard. The Agreement shall be deemed terminated from the day of written notification sent by the Performer to the Customer and (or) Student on refusal to perform this Agreement.

6.10. In case of withdrawal of the Performer's license for the right to perform educational activities, liquidation or reorganisation and in other cases provided by the laws of the Russian Federation, the Customer may demand the termination of the Agreement and in this case, the Performer shall compensate him for all the incurred losses.

6.11. The Parties shall be released from the responsibility for non-fulfilment of obligations hereunder in part or in full if such non-fulfilment results from force-majeure and/or emergency events that occur after entering into this Agreement.

6.12. Final mutual settlements between the Parties hereunder shall be completed within ten (10) banking days from the moment of termination of this Agreement regardless of the grounds for such termination except for cases where the Agreement is terminated at the Performer's initiative.

7. Liability of the Parties.

7.1. For non-fulfilment or improper fulfilment of their obligations hereunder, the Parties shall bear responsibility provided for by the civil laws of the Russian Federation, Law of the Russian Federation dated Feb 07, 1992 No. 2300-1 on Consumer Rights Protection, decree of the Government of the Russian Federation dated August 15, 2013 No. 706 for approval of the Regulations for Provision of Paid Education Services and this Agreement.

7.2. In case of systematic delay (2 times or more) of payment of the services in accordance with the procedure of payment provided for by Annex No. 2 to this Agreement, the Performer may unilaterally terminate this Agreement, by notifying him thereof no later than 3 business days prior to the expected date of termination.

7.3. Termination of this Agreement does not release the Customer from obligations for payment of the Performer's services.

7.4. Termination of this Agreement shall not release the Parties from their responsibility for its non-fulfilment or improper fulfilment.

7.5. Conditions of this Agreement may be amended either upon Agreement of the Parties or in accordance with the current laws of the Russian Federation.

7.6. Disputes of the Parties in relation to this Agreement shall be settled in the complaint procedure. A claim received from the other Party shall be considered within 10 days. If the complaint procedure does not allow

to resolve the dispute, it shall be resolved in accordance with the procedure provided for by the laws of the Russian Federation.

7.7. Matters that are not settled in this Agreement shall be governed by the Civil Code of the Russian Federation, Regulations for Provision of Paid Education Services approved by the decree of the Government of the Russian Federation dated August 15, 2013 No. 706.

8. Supplementary conditions.

8.1 If the Student has missed the classes due to any reason or is late for his classes, the classes shall be deemed conducted by the Performer, classes shall not be shifted, funds shall not be repaid to the Student and shall not be offset against the payment for the following classes.

8.2. All the disputes that result from this Agreement shall be resolved by the Parties through the negotiations. If an agreement cannot be reached by the negotiations, disputes shall be transferred to a court at the Performer's location (state registration).

8.3. The Performer shall apply a communicative training method that - unlike the traditional ones - provides an active participation of the Student in a classwork. The Student has to be ready to work in group and apply acquired language skills in practice, starting with the first lesson.

8.4. The Parties shall notify each other on changes in their banking details, postal addresses, contact phones, fax numbers, e-mail addresses in writing (by fax/e-mail and/or mail) in a timely manner (within 3 days from the day of amendment) and shall bear responsibility for the results of untimely notification on such changes. Fulfilment by the Parties of their obligations (including submission of notifications and/or notices) shall be deemed due fulfilment by using the provided details, addresses and numbers prior to the receipt of the above notification on their change from the other Party.

8.5. If the Student failed to master new training material during the classes within the scope provided for by the Performer, the tuition fee shall not be repaid.

8.6. Hereby, the Customer and (or) the Student give to the Performer their consent with processing of personal data, including the name, surname, patronymic, date and place of birth, gender, citizenship and nationality; series, number of passport, other passport data; residential and registered address, home and mobile phone, e-mail address; any other data provided by the Customer and (or) Student upon entering into or in the course of fulfilment of this Agreement.

8.7. Processing (collection, systematisation, storage, clarification, amendment, use, depersonalisation, transfer, blocking, destruction) of the Customer and (or) the Student's personal data shall be arranged by the Performer for the purpose of performance of this Agreement and dissemination of advertisement materials (particularly, on current actions and special offers via any communication channels, particularly, by mail, SMS, e-mail, phone, other means of communication).

8.8. The Customer and (or) the Student's personal data shall be processed by the Performer with and/or without the use of automation tools in accordance with the current laws of the Russian Federation and Performer's regulations. This consent is valid for the period of this Agreement and not less than three years from the moment of its termination. The consent shall be terminated in accordance with a written application to be executed by the Customer and (or) Student and handed or sent by registered mail with delivery notification to the Performer.

8.9. Rights of the personal data subject are explained to the Customer and (or) the Student.

8.10. Hereby, the Customer and (or) the Student confirm their consent with receipt of information and advertisements from the Performer (information on current actions, discounts, competitions, activities and other special offers and corporate news, questionnaires, analytics) to e-mail addresses and mobile phone numbers stipulated in this Agreement. Moreover, the Customer and (or) Student may refuse receiving advertisements, by connecting the Performer by phone at 8 (495) 966-31-08 or at 9743963@mail.ru.

9. Addresses and bank details.

Customer:

Full name _____
Passport: series _____ number _____
Issued by _____
_____ on _____
Mobile phone _____
e-mail _____
Registered address: _____

Student:

Full name _____
Passport: series _____ number _____
Issued by _____

on _____
Mobile phone _____
e-mail _____
Registered address: _____

Performer: Individual entrepreneur Yelena Vladimirovna Kuznetsova

INN 692000250784

OGRNIP 318774600264933

Postal address: apt. 107, build. 2, 42 Rublevskoe Highway, 121609, Moscow

Bank details:

c/a 40802810638000089015

with PJSC Sberbank

corr./a 30101810400000000225

BIC 044525225

*** The above clauses of this Agreement shall be applicable only to group training.**

**** The above clause of this Agreement shall be applicable in case of individual training, particularly, with the use of Skype software).**

For the Performer _____ (individual entrepreneur Ye.V. Kuznetsova)

For the Customer _____ (_____)

I have READ and UNDERSTOOD the license for the right to conduct educational activities, Internal Training Regulations and other regulations that govern the organisation and the performance of the educational activities.

Specification of an education service

Individual Entrepreneur Yelena Vladimirovna Kuznetsova, acting in the field of educational activities, in accordance with the license, granting the right to perform educational activities, No. 039571 dated August 20, 2018, issued by the Department of Education of the city of Moscow, hereinafter referred to as the **Performer**, acting in accordance with the OGRNIP Certificate 318774600264933 dated May 17, 2018, _____, on _____ one _____ part, _____ and _____, hereinafter referred to as _____ the **Customer**, _____ and _____,

hereinafter referred to as the **Student**, in accordance with the Civil Code of the Russian Federation, Federal Law of the Russian Federation on the Education in the Russian Federation and Law of the Russian Federation on Consumer Rights Protection, and Regulations for Provision of Paid Education Services approved by the decree of the Government of the Russian Federation dated August 15, 2013 No. 706, entered into this Supplementary agreement as follows:

1.1. The Performer shall provide the education service, and the Customer shall pay for the education service relating to the provision of an additional general education - supplementary general development program _____, in accordance with the curriculum, calendar training schedule and class schedule approved by the Performer.

The form of training is full-time (*conducting group classes/individually/individually with the use of Skype software*).

1.2. The period for mastering the supplementary training program at the moment of execution of this Agreement shall be _____ academic hours.

The period of training under the supplementary training program shall be from _____ to _____.

1.3. After the Student have mastered the supplementary training program and passed the final certification in a form of the final test, the Certificate shall be granted thereto. The note, confirming that a student have taken a course under the general education program shall be issued to a student that failed in his final certification in the form of the final test.

Details of the Parties:

Customer:

Full name _____

Passport: series _____

номер/ number _____

Issued by _____

on _____

Mobile phone _____

e-mail _____

Registered address: _____

Student:

Full name _____

Passport: series _____

number _____

Issued by _____

on _____

Mobile phone _____

e-mail _____

Registered address: _____

Performer: Individual entrepreneur Yelena Vladimirovna Kuznetsova

INN 692000250784

OGRNIP 318774600264933

Postal address: apt. 107, build. 2, 42 Rublevskoe Highway, 121609, Moscow

Bank details:

c/a 40802810638000089015

with PJSC Sberbank

corr./a 30101810400000000225

BIC 044525225

For the Performer _____ **(individual entrepreneur Ye.V. Kuznetsova)**

For the Customer _____ (_____)

I have READ and UNDERSTOOD the license for the right to conduct educational activities, Internal Training Regulations and other regulations that govern the organisation and performance of educational activities.

Price of training and procedure for payment

Individual Entrepreneur Yelena Vladimirovna Kuznetsova, acting in the field of educational activities, in accordance with the license, granting the right to perform educational activities, No. 039571 dated August 20, 2018, issued by the Department of Education of the city of Moscow, hereinafter referred to as the **Performer**, acting in accordance with the OGRNIP Certificate 318774600264933 dated May 17, 2018, _____, on _____ one _____ part, _____ and _____, hereinafter referred to as _____ the **Customer**, _____ and _____

—, hereinafter referred to as the **Student**, in accordance with the Civil Code of the Russian Federation, Federal Law of the Russian Federation on the Education in the Russian Federation and Law of the Russian Federation on Consumer Rights Protection, and Regulations for Provision of Paid Education Services approved by the decree of the Government of the Russian Federation dated August 15, 2013 No. 706, entered into this Supplementary agreement as follows:

1.1. Full price of training shall be _____ (_____) RUR for _____ (_____) _____ hours.

1.2. Full price of training with the provided discount shall be _____ (_____) RUR for _____ (_____) _____ hours.

1.3. The price of training can be paid in full or by instalments.

1.4. Payment shall be made in a form of a pre-payment (payment prior to the beginning of classes) in cash or to the Performer's current account.

1.5. The training shall be paid:

- on the day of execution of this Agreement;
- upon taking a course, considering the partial payment made.

1.6. The Customer also may make payment by instalments in the amount of:

- _____ (_____) RUR for _____ (_____) _____ hours.

Details of the Parties:

Customer:

Full name _____
Passport: series _____
номер/ number _____
Issued by _____

Student:

Full name _____
Passport: series _____
number _____
Issued by _____

Performer: Individual entrepreneur Yelena Vladimirovna Kuznetsova

INN 692000250784
OGRNIP 318774600264933
Postal address: apt. 107, build. 2, 42 Rublevskoe Highway, 121609, Moscow
Bank details:
c/a 40802810638000089015
with PJSC Sberbank
corr./a 30101810400000000225
BIC 044525225

For the Performer _____ **(individual entrepreneur Ye.V. Kuznetsova)**

For the Customer _____ (_____)

I have READ and UNDERSTOOD the license for the right to conduct educational activities, Internal Training Regulations and other regulations that govern the organisation and performance of educational activities.