

DISTANCE EDUCATION SERVICES AGREEMENT

PUBLIC OFFER AGREEMENT

This public offer agreement for the provision of distance education services (hereinafter referred to as the "Agreement") is concluded between:

- (1) DIGISTUDENTS LTD, a private limited liability company, with registration number HE429034 and registered office address at Kyriakou Matsi 20, Floor 4, 1082 Nicosia, Cyprus (the "Company");
- (2) By an interested individual (hereinafter referred to as the Customer, Parent) in the interests of the minor individual indicated by him (hereinafter referred to as the Student, Learner).

Whereas:

(A) The Company, amongst other services, offers and facilitates access to a number of distance education programs to students in grades 1 to 12 via various selected partners' online platforms.

(B) The Company offers and facilitates access to 3 main types of educational programmes as follows:

- a. United States curriculum program in "Academy of Global Education Shkola" LLC - "full day program"
- b. United States curriculum program in "Academy of Global Education Shkola" LLC - "second diploma"
- c. United States curriculum program in "Academy of Global Education Shkola" LLC "self study"
- d. Individual tutoring in English, preparation for school

(C) Acceptance of this public offer agreement is deemed to be the Customer's performance of the following actions:

- familiarization with the terms of this public offer agreement;
- payment for the selected Training Program. Payment is made by transferring funds to the Contractor's account.

By accepting this public offer agreement, the Customer agrees to all terms and conditions as set out in the text of the Agreement.

It is agreed as follows:

1. Interpretation

1.1. Singular, plural, gender

References to one gender include all genders and references to the singular include the plural and vice versa.

1.2. Clauses and Headings

References to Clauses are to Clauses of this Agreement. Headings shall be ignored in construing this Agreement.

1.3. Laws, etc.

References to any law or regulations shall deem to include references to such laws or regulations as may be amended, expanded, or substituted from time to time.

1.4. Joint and several

Any provision of this Agreement which is expressed to bind the Parents shall bind them jointly and each of them severally.

1.5. Other references

In this Agreement, any references to any other agreement (including, without limitation to the generality of the foregoing, the Agreement) or any other document shall be deemed to include references to it as the same may be amended, modified, renewed or replaced from time to time (as may be allowed under this Agreement or otherwise) and to all agreements and documents which are referred to as supplementary to the same.

2. Enrolment of Student

2.1. Parents hereby agree to engage the Company and enroll the student in a class under one of the selected educational programs offered by the Company.

2.2. The Company hereby accepts the student's enrollment in the program chosen by the Parent.

3. Educational Program Particulars

3.1. The Company shall be responsible for the Selected Program with respect to the following:

3.1.1. support students to identify their level of English, educational goals and provide them with the relevant program to achieve it;

3.1.2. prepare individual learning plan and schedule for student;

3.1.3. delivery of live lessons;

3.2. The Company does not provide or handle any administration of examinations for Educational Programs. The partners of the Company assist the student to access final examinations. The student will not get final examination organising support, until the final payment made to the Company.

3.3. The Company does not guarantee and/or imply in any way the success and/or outcome of any examinations that the student may be internal or externally registered in relation to the Educational Programs.

3.4. The Company reserves the right at its sole discretion to amend, modify or cancel any Educational Program in part or in its entirety.

4. Obligations

4.1. The Parents shall be solely responsible for ensuring the legality of home-schooling or/and online education in the country of residence and that they have informed any relevant competent authority that they have elected for the home-schooling or/and online education of the student (where required). The aforementioned Parents' responsibility includes, without limitation, any other obligations that they may have on the basis of local laws and regulations (where required) with respect to the provisions of the Agreement and/or the elected home-schooling of the student.

4.2. The Parents are solely responsible, without limitation, for ensuring:

4.2.1. the Student attends any online classes;

4.2.2. the Student has access to sufficient internet connection;

4.2.3. the Parents notify the Company of absences and/or inability of the Student to attend any parts of the curriculum;

4.2.4. the Parents notify the Company of any changes in their country of residence, address or contact details;

4.2.5. the Student behaves at all times with dignity and respect to fellow students and teaching facilitators and not wilfully cause any obstruction to the facilitation of the Educational Programs;

4.2.6. the Student has access to any required technology such as PC/laptop etc.;

4.2.7. the Student has access to a safe and appropriate studying environment;

4.2.8. any educational materials and/or account data (including, without limitation, login/password details etc.) are not shared at all times with any third party;

4.2.9. the timely engagement of the Parents with the Company in case of any request of the Company to discuss any matter related to the Educational Programs; and

4.2.10. the timely payment of Fees.

5. Duration

The Agreement shall enter into force as of the date of the Agreement and shall remain valid until it is terminated as per clause 12 of this Agreement.

6. Admissions

6.1. Admission/enrolment of the Student in any grade and/or subsequent grade and/or other Educational Program shall be at the sole discretion of the Company.

6.2. In the event that Parents decide for the Student not to be enrolled to any subsequent grade of the Selected Program, they must notify in writing the Company at least 3 months prior to the commencement of the subsequent grade. Failure of the Parents to provide at least 3 months' notice to the Company, shall be interpreted by the Company as the Parents wish to continue with the said enrolment which may result in the Parent being liable for Fees.

7. Fees

- 7.1. The fees (including any deposit amount, if applicable) for each grade of the Selected Program shall be communicated by the Company to the Parents separately.
- 7.2. The Fees shall be payable monthly unless a different payment method is agreed between the Parties.
- 7.3. The Fees for any subsequent grades of the grade that the Student is currently enrolled in, are subject to changes by the Company at its sole discretion and in this event any changes shall be communicated in writing to the Parents.

8. Internet Security

The Parents may be liable for any deliberate misuse of any partners' platform by the Student.

9. Confidentiality

- 9.1. The Company shall ensure at times the confidentiality of any personal data of the Student.
- 9.2. The Company shall ensure that no personal data of the Student is shared in any social media (including photographs, video etc.) without the explicit consent of the Parents and/or Student (as applicable).
- 9.3. The Parties acknowledge and agree irrevocably that all items of any and every nature or kind created by the Company and/or the Company's partners pursuant to the Educational Programs, including but not limited to, all educational materials will remain the sole property of the Company and/or the Company's partners (as applicable).

10. Personal Data

- 10.1. The Parents consent to the holding and processing of personal data provided by them in relation to them and/or the Student to the Company for all purposes relating to the Selected Program, but not limited to administering and maintaining student records, any information provided for enrolment purposes, payment of Fees, undertaking appraisals and reviews of Student's educational records, maintaining sickness and other absence records.
- 10.2. The Parents provide their consent that the Company shall have the right to conduct video recording with respect to all lessons of the Selected Program for quality control purposes.
- 10.3. The Company shall provide to the Parents in writing a copy of the Company's Privacy Policy in relation to the data collection, use of personal information, applicable rights, ways to exercise any applicable rights as well ways for the submission of a complaint in relation to personal data.

11. Access to the platform

The Student and/or the Parents shall have the right to access any applicable partners' platforms during the relevant period in accordance with selected Educational Program.

12. Termination

- 12.1. The Agreement may be terminated by either Party by giving 3 months' notice to the other Party.
- 12.2. In the event that the Parents terminate this Agreement after the Student has completed more than [50%] of the curriculum of the relevant grade that the Student is registered for, the Parents shall be liable for the payment of the remainder of the Fees for the particular grade.
- 12.3. In the event that any Fees remain outstanding for more than 5 calendar days from their due date, the Company shall have the right to immediately suspend any access to the Selected Program and/or terminate this Agreement without further obligation and Parents shall be liable to pay any outstanding Fees and costs, charges and legal fees that may be incurred by the Company for the collection of any outstanding monies.

13. Other provisions

- 13.1. The Company is not liable for violation of the terms of the Agreement if such violation is caused by an act of god, force majeure, government interference, pandemic, war, curfew, riots, strikes, lock-outs, lack of electricity and/or failures of the computer network or any other cause beyond the control of the Company
- 13.2. Any notice required to be given by either Party pursuant to this Agreement shall be sent by certified mail or courier to the other Party's address specified in this Agreement or to the school and/or client's email address - info@houch-school.ru.
- 13.3. All the terms of the Agreement are of the essence and in case of their breach, the aggrieved Party shall have the right (without prejudice to any other rights under this Agreement) to terminate this Agreement and claim damages.
- 13.4. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute either party the agent of the other party for any purpose.

13.5. Each Party shall, and shall use reasonable endeavours to procure that any necessary third party shall, from time to time, execute such documents and do such acts and things as the requesting Party may reasonably require for the purpose of giving the full benefit of this Agreement to the requesting Party.

13.6. This Agreement contains the whole agreement between the Parties relating to the subject matter of the Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

13.7. Neither Party may, without the written prior consent of the other, assign, grant any security interest over, hold on trust or otherwise transfer the benefit of all or any of its obligations under this Agreement, or any benefit arising under or out of this Agreement.

13.8. No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all Parties.

13.9. If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.

14. Counterparts

This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all the counterparts shall together constitute one and the same instrument. The Parties may enter into this Agreement by executing any such counterpart

15. Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Cypriot law and the Parties irrevocably agree that the courts of Cyprus are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

This Agreement is concluded on the date of receipt of the first payment from the Parent towards the selected Education Program.