

THE CLIENT ("YOU") HEREBY DECLARES THAT THE CLIENT IS A RESIDENT OR A TAX RESIDENT OF THE UNITED KINGDOM.

ON OUR REQUEST, YOU SHALL PROVIDE US ALL VERIFICATION DOCUMENTATION WHICH PROVES INFORMATION (INCLUDING BUT NOT LIMITED TO) REGARDING REGISTRATION, STATUS AS A RESIDENT AND/OR A TAX RESIDENT, PRINCIPLE PLACE OF BUSINESS, LIST OF DIRECTORS AND OTHER AUTHORIZED REPRESENTATIVES, LIST OF SHAREHOLDERS, THEIR IDENTITIES, RESIDENTIAL ADDRESSES, STATUSES AS A RESIDENT AND/OR A TAX RESIDENT, ANY OTHER INFORMATION REQUIRED PURSUANT AML/CTF EU DIRECTIVE 2018/843 (AMLD5), THE LAWS OF CYPRUS, AND ANY OTHER APPLICABLE LAW.

POSTPAY OFFER

Agreement for distance English-speaking mathematics training services for the UK resident companies

Nicosia, 14 April 2020

Langroom Ltd (hereinafter referred to as "**Skyeng**" or "**Contractor**" or "**We**"), a private limited liability company registered under the laws of the Republic of Cyprus with reg. # HE 330757, as the licensor of the distance mathematics training platform, by this public offer invites any UK-resident legal entity and individual entrepreneur (hereinafter the "**Client**") to conclude this Agreement for the provision of paid distance English-speaking mathematics training services (hereinafter "**Services**", "**Agreement**").

Objective: Improving mathematics skills using modern information technologies.

This Offer Agreement is hereinafter referred to as the "**Agreement**", "**Offer**", "**Public Agreement**", "**Public Offer**".

This Agreement shall be valid until December 31, 2020. From January 1, 2021 all the services specified in this Offer shall be provided by Skyeng and ordered by the Client only in case of acceptance of Non-EU resident offer.

TERMS AND DEFINITIONS:

Agreement, this Agreement is a public offer (Offer) to any Client to accept an Agreement on the provision of paid Services on the conditions set forth below.

Software (Program, Software) - a computer program with which the Contractor organizes the process of providing Services in the field of teaching mathematics.

Acceptance - full and unconditional acceptance of the terms of this Agreement, carried out using the actions specified in this Agreement. The Client ensures the acceptance of this Agreement by all its representatives, employees, other individuals who will directly study mathematics and be "the Students". All the rules of this Agreement and the term "Client" apply to the Students if they are somehow related, with the exception of the payment conditions and termination of the Agreement, as well as the rules that can be implemented only by a legal entity or an individual entrepreneur.

Tariffs - the cost of a certain volume of Contractor's Services based on one or more (package) of lessons (lessons) lasting 50 (fifty) minutes with a mathematics English-speaking Tutor. The Tariffs are available upon the request information to the email address of the Contractor: info@sky-math.com.

Parties - the Contractor and the Client in accordance with this Offer.

Site - website of the Contractor - <https://sky-math.com/partnerships/>.

Fee - the amount of the Contractor's remuneration for providing the Client with the right to receive the Services. The amount and frequency of payments is determined by the Tariff and this Agreement.

Client Verification - sending by the Client and receipt by the Contractor of identifying information about the Client.

Service provision period - the period during which the Client retains the right to receive the Services.

Customer's personal information - information related to the Customer, such as:

personal information that the Client provides about himself independently during the Registration or in the process of using the Services, including the personal data of the Client.

1. SUBJECT OF THE AGREEMENT

1.1. In accordance with this Agreement, the Contractor grants the Client who has paid the Fee the right to receive the Service. The Contractor provides the Services under this Agreement with the involvement of English-speaking mathematics Tutors. The Contractor shall be responsible for the actions of Tutors.

1.2. The period for the provision of the Services is determined depending on the Tariff chosen by the Client.

1.3. The acceptance of this Agreement by the Client is carried out by performing the following actions (acceptance of a public offer):

1.3.1. Verification of the Client by sending the following information to the email address of the Contractor: info@sky-math.com:

FOR LEGAL ENTITIES

Surname, Name of representative
Form of incorporation of a legal entity
Name of the legal entity
Representative Contact Email
Representative Contact Phone Number
Legal address
Reg. №
VAT №
Certificate of residence
Bank account
Name of the bank
Correspondent account
IBAN

FOR INDIVIDUAL ENTREPRENEURS

Surname
Name
E-mail address
Contact telephone number
Reg. №
VAT-№
Certificate of residence
Bank account
Name of the bank
Correspondent account
IBAN

1.3.2. The following information is sent to the Contractor's email address info@sky-math.com: The Students' Names and Surnames with contact details, number of classes for each the Student, class intensity and duration of study for each the Student using the [template](#).

1.3.3. The fulfillment by the Client of any of paragraphs 1.3.1-1.3.2 is a preemptory acceptance of this Offer Agreement. The Contractor's obligations to the Client arise solely after the fulfillment by the Client of all clauses 1.3.1-1.3.2

1.4. The payment obligation is deemed discharged by the Client upon crediting of funds to the Contractor's account.

2. TERMS OF PAYMENT AND PROVISION OF SERVICES

2.1. CLIENT VERIFICATION CONFIRMATION

After Verification of the Client and receipt of information provided by clause 1.3.2 from the Client, the Contractor confirms receipt of information by sending an e-mail with confirmation to the Client's email address

2.2. PAYMENT PROCEDURE AND PROVISION OF SERVICES

2.2.1. The client makes payment within 3 (three) banking days from the date of receipt of the invoice from the Contractor Services.

2.2.2. The Client shall pay for the Contractor's Services by bank transfer to the Contractor's account specified in the invoice, submitted by the Contractor, in EUR or in the currency of the Client's residence state which is specified in the invoice.

2.2.3 The total cost of the Services is formed from the cost of training calculated in accordance with the Tariffs depending on the number of classes of each the Student.

2.2.4 The Fee shall be deemed paid from the moment of full payment of the cost of the Contractor's Services indicated in the invoice received from the Contractor. The date of payment of the Fee shall be the date the funds are credited to the account of the Contractor.

2.2.5. VAT is not applicable due to the reverse charge.

2.3. The Contractor shall process the Client's data in accordance with the Agreement on the processing of personal data, available at <https://skyeng.eu/privacy/>, which is an integral part of this Offer.

2.4. The list and scope of Services provided to the Client are determined by the Tariff chosen by him

2.5. Services are provided in accordance with the legislation of the Republic of Cyprus.

2.6. The schedule, class schedule, the starting date of studies are determined by the Client and the Contractor and shall be displayed in the Student's personal account.

2.7. The Contractor has the right to postpone the lessons (in case of the Tutor's illness and / or for other reasons), having warned the Client about this no less than 8 hours before the start of the lesson. If the Client believes that the Tutor is rescheduled too often, he has the right to contact the Contractor with a request to replace the Tutor.

2.8. The Contractor is not responsible for the failure to provide the Service due to the lack of the necessary equipment of the Client or malfunctioning of the Internet connection.

2.9. The Client has the right to request the Contractor to suspend classes while saving the reservation of the class schedule, subject to the following conditions:

- the duration of the break in classes should not be longer than fourteen (14) calendar days.
- suspension of the provision of the Services is possible if at least one (1) lesson is being duly prepaid.

The Client must inform the Contractor the exact date and time: of the last lesson before the break; first lesson after the break.

If it is required to suspend classes again, but 60 (Sixty) calendar days have not passed since the previous suspension of classes, the Client can suspend classes by notifying the Contractor 24 (Twenty-four) hours before the next class, with the class schedule for the Client is not saved, and the funds for unused classes remain with the Contractor and subsequently after the resumption of classes go into payment for them. Upon resumption of classes, the Client and the Contractor re-define the schedule of classes.

2.10. The Contractor has the right to suspend the provision of the Services on its own initiative during the New Year, Christmas and May holidays, having previously warned the Client about this by sending a message by e-mail to the Client.

2.11. The Contractor has the right to replace the Tutor if there are reasons for this (temporary disability of the Tutor, other circumstances), informing the Client about it.

2.12. If there are obstacles to the fulfillment of the terms of this Agreement, the Client and the Contractor undertake to inform each other immediately about them.

2.13. The Client shall provide the following technical conditions for the Students:

2.13.1. **Technical requirements**

The User is responsible for meeting minimal technical requirements throughout the class and for setting up the workplace before the class. Skyeng is not responsible for failure to provide services or their inadequate quality if such are caused by the lack of necessary software or technical problems with Internet connection.

2.13.2. **Minimal PC system requirements:**

Operating System: Windows 7/8/8.1/10, Mac OS X 10.11;

Browser: Google Chrome/Safari of the latest stable version with auto-update;

RAM: from 4 Gb and above;

CPU: Intel Core i3 or equivalents;

The presence of a microphone;

Internet connection: from 3 Mbps.

2.13.3. Recommended PC system requirements:

Operating System: Windows 7/8/8.1/10, Mac OS X 10.11 and higher;

Browser: Google Chrome/Safari of the latest stable version with auto-update;

RAM: from 6 Gb and above;

CPU: Intel Core i5 or equivalents;

The presence of a microphone and web-camera;

Internet connection: from 10 Mbps.

System requirements for mobile phones:

2.13.4. Workplace setup:

Close all programs that can occupy most of the Internet channel (such as file sharing);

To conduct the lesson, the User must provide access to the microphone and camera on his technical device.

2.14. The Client agrees to comply with the following internal rules of the learning process:

The Client may reschedule or cancel a class eight (8) hours before it starts. If the Client fails to do so, it shall be deemed that the Client agrees with the scheduled time for a class, and if the Client misses a class, the Client will not be refunded for such a class. How much classes can be rescheduled or cancelled depends on the frequency of classes taken by a Client. The Client may cancel or reschedule. The Client has the right to - transfer of 1 (One) lesson per month with the lesson schedule 1 (One) lesson per week; - transfer of 2 (Two) classes per month with the schedule of classes 2 (Two) and 3 (Three) classes per week; - transfer of 3 (Three) lessons per month with the schedule of classes 4 (Four) or more classes per week. If the Client is overspending the limit of transfers and cancellations, the balance of lessons will automatically decrease.

If the Student is not available for the Tutor's call at the specified time, the Tutor repeats attempts to contact the Student during the entire lesson via Student's personal account. In that case the start time of the lesson does not change the schedule. If as a result of these procedures the contact with the Client fails, the Service is provided.

If, at the specified time for starting classes plus 5 (Five) minutes, the Client does not receive a call from the Tutor, he is obliged to contact the Contractor immediately using the methods specified in the following paragraph. Classes that did not take place due to the fault of the Contractor / Tutor are fully transferred to another time as agreed with the Client.

2.15. The parties undertake to comply with the following procedure for sending messages:

In order to inform about the transfer of classes, it is necessary to inform the Contractor's manager about the transfer of classes by sending an official e-mail to support@sky-math.com and / or via Skype, or leave a voice message on answering machine. Messages in Skype chat about the transfer of classes are accepted only during the working hours of the Contractor's managers. Skype chat rescheduled postponements are considered unacceptable.

2.16. In order to increase the number of classes, or to change the list of the Students, or change the duration of classes, or change the Tutor, or the suspension of the provision of Services or the cancellation of the Agreement, the Client shall write the Contractor an e-mail to the following email address: info@sky-math.com.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Contractor undertakes to:

3.1.1. Provide the Client with Services on the terms of this Agreement.

3.1.2. Provide consulting support due to the Services provided

3.1.3. After completion of training by each the Student and successful final certification, at the request of the Student, provide him with a certificate of the sample established by the Contractor in electronic form.

3.1.4. In case of termination of this Agreement at the initiative of either of the Parties the Contractor will consider if the Client is entitled to a refund in proportion of the services not rendered by the Contractor, but subject to Skyeng withholding the payment processing expenses it incurred.

3.1.5. Provide the Client with the invoice not later than five (5) business days after the reporting period ends. The duration of each reporting period is one (1) calendar month.

3.2. The Contractor has the right to:

3.2.1. Provide Services not earlier than 5 (five) business days from the date of acceptance by the Client of this offer.

3.2.2. In case of non-payment (payment not in full) of the Fee for the ordered Services, to stop the provision of Services.

3.2.3. make changes and additions to this Offer Agreement at any time, including Tariffs, as well as other documents posted on the Internet in connection with the Services provided, without notifying and informing the Client about it.

3.2.4. Involve any third parties in the provision of the Services without any coordination with the Client.

3.2.5. To record audio and video during the classes for quality control and service improvement.

3.3. The Customer undertakes to:

3.3.1. Familiarize the Students with the Tariffs as well as with changes to these conditions, with the current version of the Agreement and Tariffs.

3.3.2. Provide the Contractor with reliable information about the Client and the Students.

3.3.3. Immediately notify the Contractor of a change in their contact details.

3.3.4. Be responsible for adverse effect for the Contractor in connection with his failure to fulfill the obligations stipulated by this clause 3.3.

3.4. The Client has the right to:

3.4.1. Require the Contractor to comply with the terms of this Agreement.

3.5. The Parties have expressly agreed that the scanned copies of the documents related to this Agreement, delivered by the means of electronic communication to the e-mail addresses thereof, as well as the documents signed by the e-signature, inter alia, by means of the DocuSign software, shall have the same legal force as if it carries a handwritten signature..

3.6. Any Party has the right to terminate this Agreement unilaterally out of court on its own initiative, regardless of the reasons and grounds for termination. The Agreement shall be deemed terminated from the date of receipt by the Party of a written notice of termination of the Agreement from the other Party.

4. RESPONSIBILITY OF THE PARTIES

4.1. In cases of non-performance or improper performance of their obligations under the Agreement, the Parties shall be liable in accordance with the legislation of Cyprus.

4.2. The Contractor shall not be liable in case of improper performance of this Agreement, if improper performance was the result of the inaccuracy, insufficiency or untimeliness of the information provided by the Client, as well as other violations of the terms of this Agreement by the Client.

4.3. The Contractor is not responsible for the discrepancy of the Service provided with the expectations of the Client and / or for his subjective assessment, such discrepancy with expectations and / or negative subjective assessment are not grounds to consider the Services provided to be of poor quality, or not in an agreed amount, just as they are not such grounds the opinions of third parties (including employees of state bodies) different from the opinions of the Contractor (its employees and / or partners).

4.4. The Parties shall not be liable for breach of their obligations under this Agreement, if such breach resulted from a circumstance or event which could not be reasonably foreseen (force majeure), including floods, other natural disasters, military actions, decisions and actions of public authorities or other events. A certificate issued by an authorized body shall be a proper confirmation of the existence of force majeure circumstances and their duration for the Parties.

4.5. In case if the Customer, for reasons beyond the control of the Contractor, has not used the Service and has not notified the Contractor of its desire to renounce the further right to provide the Services, the Service is considered to be provided properly.

5. SETTLEMENT OF DISPUTES

5.1. All disputes arising out from the performance and/or termination of this Agreement shall be settled by the Parties through negotiations and mutual consultations.

5.2. If it is impossible to reach agreements between the Parties in the negotiation process, the dispute is submitted to the judicial system of Cyprus.

6. MISCELLANEOUS

6.1. This Agreement shall enter into force upon its acceptance and shall be valid until the Parties fulfill their obligations hereunder.

6.2. This Agreement is interpreted and governed in accordance with Cyprus law.

6.3. The content of the emails gives rise to civil rights and obligations for the Contractor and the Client, if these letters were sent using mailboxes: the Contractor - using the email addresses specified in this Agreement, the Client - the email address specified by the Client during verification.

6.4. The Client confirms that all the conditions of this Agreement are clear to him, and he accepts them unconditionally and in full.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. The Contractor has exclusive rights to the Software (Program, Software) in accordance with this Agreement.

7.2. The Client is granted a non-exclusive right to use the Program in the following ways: playback, viewing.

7.3. The Client uses the Program personally and not for commercial use.

7.4. The Fee (for the right to receive the Services) includes the Contractor's license Fee for the provision of a non-exclusive right to use the Software, which amounts to 1% of the amount of this Fee.

7.5. The Client is obliged to submit to the Contractor reports on the use of the Program, the right to use which is granted under this Agreement, on the basis of the Contractor's requests, in the form, content and in the manner specified in these requests.

7.6. Throughout the entire period of validity of this Agreement for the Client, the Client is entitled to use the Program in the ways indicated above.

7.7. The Contractor, from the moment of granting the Client the right of access to the Program, on a reimbursable basis, provides the non-exclusive right to the Client, in the amount and for the period stipulated by this Offer Agreement.

7.8. The rights to use the Program are transferred by granting access.

7.9. The Contractor owns the rights to the Page (Site), including the rights to any results of intellectual activity included in its composition, including the program code, design works, texts, means of individualization placed on the Site (company name, trademarks, service marks, commercial designations), as well as the rights to training courses - as works (hereinafter "Courses").

7.10. Using the Site, Courses does not provide for the transfer of rights to the Site, Courses or their components. The Client is granted a limited right to use the Site, Courses in accordance with the terms of the Agreement. Such a right may be terminated at any time in accordance with the terms of the Agreement and other agreements between the Parties.

7.11. The Client is not entitled to use the results of intellectual activity posted on the Site (including, but not limited to: text, design elements, graphic images, as well as the program code of the Site, any content of the Site, Courses) without the prior written consent of the Contractor (including but , not limited to reproduce, copy, process, distribute in any form).

7.12. The program and all services of the Site, Courses are provided in an "as is" state. The Contractor does not guarantee the availability of the Program and the Site at any time.

7.13. The Client is not entitled to require any changes to the Program, as well as to the services or data of the Site, Courses.

7.14. The Contractor is not responsible for the expectations of the Client in connection with the effectiveness of using the Program, Site, Courses for the suitability of the Program, Site, Courses does not guarantee compliance of the Program and Site with some special requirements of the Client or the ability to configure (change) sections of the Program, Site, Courses in accordance with preferences Customer. The Contractor also does not guarantee that the Program, as well as the software of the Site is completely free from defects and errors and must function without fail and without fail.

7.15. The use of the Program, Site, and Courses is carried out by the Client solely at his own risk and responsibility. The Contractor does not guarantee the proper functioning of the Program, Site, Courses and is not liable for damage caused to the Client as a result of using the Program, Site, Courses. The administration is not responsible for the risk of adverse consequences that occur or may occur as a result of non-compliance of the equipment used by the Client, other software or communication channels with the established requirements for the protection of personal data from unauthorized (illegal) encroachment of third parties.

7.16. The Contractor makes all reasonable efforts to prevent malfunctions of the Program and the Site, however, it does not guarantee their uninterrupted operation, is not responsible for it and does not undertake to notify the Client about interruptions.

7.17. The Client is not entitled to use the Program, Site, Courses for sending advertising messages and other actions not directly related to the use of the Program and Site.

CONTRACTOR:

LANGROOM LTD

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Registration code: HE330757

VAT No.: CY10330757M