

## OFFER - CONTRACT ADDENDUM FOR COMPLEMENTARY SERVICE

### "PREMIUM ENGLISH"

Moscow

"22" October 2020

**LANGROOM LTD**, registration number HE330757, represented by Director Mr. Dmitry Kochnev, acting ex officio, hereinafter referred to as "the Contractor", herewith offers the legal entity, and also the self-employed entrepreneur with whom the Contractor has concluded the Contract and/or Offer (hereinafter referred to as "the Customer") to conclude this Contract Addendum (Offer) to provide "Premium English" complementary service as follows:

#### TERMS AND DEFINITIONS OF THE CONTRACT ADDENDUM

- The Contract Addendum shall mean this Contract Addendum (Offer) for "Premium English" complementary service to the Contract or the Offer that can be found at <https://skyeng.eu/offer-agreement-premium-b2b>.
- The Acceptance shall mean acceptance of the Contract Addendum (Offer) for "Premium English" complementary service which is equivalent to signing the Contract Addendum under the below terms and conditions.
- The Parties shall mean the Contractor and the Customer collectively, and separately -the Party.
- The Offer shall mean an offer agreement for English tutoring services that can be found at <https://skyeng.eu/b2b-eng-offer-prepayment> or <https://skyeng.eu/b2b-eng-offer-postpayment>.
- The Contract shall mean a contract for English tutoring services signed earlier by the Parties.
- "Premium English" service shall mean a complex complementary service provided by the Contractor to the Customer under the terms and conditions of this Contract Addendum and the corresponding Contract or Offer.
- "Premium English" request shall mean a request made in accordance with a certain form as specified in the Contract Addendum for "Premium English" service.
- Special IT Course shall mean a part of "Premium English" service provided in accordance with the terms and conditions of the Special Course complementary service. Terms and conditions of the Special Course service correspond to the terms and conditions of the Online Classes set forth in the Contract or Offer.
- The Conversation Club shall mean an online English group activity with the use of software at the Contractor's choice which enables online voice and video communication between the Student and the Teacher, and also other Students of the Conversation Club.
- The Teacher is a representative of the Contractor who provides training within the scope of "Premium English" service.
- The Student Account shall mean a personal account of a student on the Contractor's web-site.

#### 1. THE SUBJECT OF THE CONTRACT ADDENDUM

1.1. The subject of this Contract Addendum is rendering the Service to the Customer.

1.2. In order to make the Acceptance, the Customer shall send the following details to email address [companies@skyeng.ru](mailto:companies@skyeng.ru) :

1.2.1 Details of the Customer in accordance with the list below:

- Last name, first name of representative
- Legal entity form
- Name of legal entity
- Representative's contact email address
- Representative's contact phone number
- Legal address
- OGRN
- INN
- Current account
- Bank name
- Correspondent account
- RCBIC

1.2.2 "Premium English" request made in accordance with [the template](#) that includes the following information: date of application, details of the Contract or a reference to the Offer made between the Parties, full name of Students with their contact details and the number of classes for each Student.

1.2.3 If the Parties have entered into the Contract pursuant to which a prepayment is compulsory, as well as if the Parties have entered into the Offer at <https://skyeng.eu/b2b-eng-offer-prepayment>, the Customer shall pay for "Premium English" service in the manner established in this Contract Addendum and the corresponding Contract/Offer.

1.3. The course duration shall be no more than 52 (fifty-two) weeks.

2. Upon the Acceptance of the Contract Addendum, the Contractor undertakes to provide the Customer with "Premium English" service in addition to the services provided pursuant to the Contract or Offer.:

2.1. Organization of online individual English classes (hereinafter - "the Online classes») with the use of software at the Contractor's choice that enables online voice and video communication between the Student and the Russian-speaking Teacher.

2.2. Organization of Online Classes within the scope of the Special IT Course with the use of software at the Contractor's choice that enables online voice and video communication between the Student and the Teacher.

2.3. Rendering of Screening Test service - 1 (one) time in 6 (six) calendar months. Screening Test is made in accordance with the procedure specified for this service in the corresponding Contract or Offer.

2.4. Organization of Conversation Clubs, with the Student selecting the number of such classes at his/her own discretion. The duration of the Conversation Club group activity varies from 30 (thirty) to 50 (fifty) minutes, depending on selected Conversation Club. This duration is indicated when you sign up for the Conversation Club in the Student Account. The number of participants in each Conversation Club is limited and when the limit is reached, no more new participants will be accepted.

2.5. Shifting of a class at the initiative of the Student and/or the Customer is possible by no later than 4 (four) hours before the start of "Premium English" service without deducting the cost of such a class by the Contractor.

### 3. PAYMENT FOR SERVICES

3.1. Payment for "Premium English" service shall be made by the Customer under the terms and conditions of this Contract Addendum, the corresponding Contract or Offer at the following [Rates](#), excluding VAT, with the use of the Contractor's details specified in the Contract or Offer.

3.2. "Premium English" service provided by the Contractor shall not be subject to VAT in accordance with the rule of reverse charge VAT for Customers who are residents of the European Economic Community, with the exception of residents of the Republic of Cyprus; for Customers who are residents of the Republic of Cyprus, VAT is 19% and shall be added to the price specified in the Tariff section; VAT is not applied for Customers who are non-residents of the European Economic Community.

### 4. LIABILITY OF THE PARTIES

4.1. For failure to perform or improper performance of their obligations under this Contract Addendum, the Parties shall be liable in accordance with the procedure established by the current legislation of the Republic of Cyprus, the provisions of the Contract or Offer and this Contract Addendum.

4.2. The Party to this Contract Addendum shall be entitled to refuse to perform this Contract Addendum and terminate it unilaterally out of court, and not be liable to reimburse losses to the defaulting Party.

### 5. FINAL PROVISIONS

5.1. This Contract Addendum shall be governed by the applicable legislation of the Republic of Cyprus.

5.2. The official email address of the Contractor - [companies@skyeng.ru](mailto:companies@skyeng.ru). The Customer shall provide the Contractor with the Customer's official email address pursuant to p. 1.2.1. hereof. The Parties hereby agree that e-mail correspondence between representatives of the Parties via the email addresses specified under the conditions of this paragraph shall be legally binding, may result in beginning, changing or ending of certain legal relationship and, in the event of disputes, may be used as an evidence.

5.3. Issues and definitions that are not directly regulated by this Contract Addendum shall be governed by the current legislation of the Republic of Cyprus and the corresponding Contract or Offer.

5.4. This Contract Addendum is made in English, it shall become effective from the moment of its Acceptance by the Customer and shall be remain effective for the duration of the corresponding Contract or Offer.

### 6. COMPANY DETAILS

#### **LANGROOM LTD**

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Строволос, Цериу 136, этаж 2/Legal address:  
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