

PUBLIC OFFER AGREEMENT for the Provision of Services

Astana

This Public Offer Agreement is made in accordance with the Civil Code of the Republic of Kazakhstan (hereinafter - the “Civil Code”) and constitutes an official offer (public offer) of GPI-Lab Limited Liability Partnership (hereinafter - the “**Contractor**”), represented by Director Yuliya Konstantinovna Yakupbayeva, acting pursuant to the Charter, whereby the Contractor offers to enter into a **service agreement** on the terms set forth herein with any individual who accepts this offer - that is, any legally competent adult individual.

1. Terms and Definitions Used in this Public Offer

For the purposes of this Public Offer Agreement, the following terms shall have the meanings set out below:

1.1. **Offer** - a public offer made by the Contractor and addressed to any legally competent adult individual to enter into a service agreement (hereinafter - the “**Agreement**”) on the terms contained on the Agreement and in the Form. This offer includes all essential terms, namely, the subject of the Agreement, terms deemed essential by law or necessary for the Agreement, as well as those terms that the Contractor considers subject to mutual agreement.

1.2. **Customer** - any legally competent adult individual who has entered into an Agreement with the Contractor by accepting the Offer and/or who has approached the Contractor with the intention of entering into such an Agreement.

1.3. **Acceptance** - the full and unconditional acceptance by the Customer of the terms of the Agreement set forth in this Offer. By accepting the Offer, the Customer confirms that they have read, understood, and fully and unconditionally accept all terms of the Agreement as stated in the Offer.

1.4. **Services** - services provided by the Contractor in accordance with the Customer’s Request, delivered within the territory of the Republic of Kazakhstan, in accordance with the list of services and courses posted on the Contractor’s Website, and aimed at delivering the results of such services to the Customer in accordance with the terms of the Agreement for the specific service(s) selected and paid for by the Customer under the procedure and on the terms set forth in this Offer/Agreement.

1.5. **Order/Form** - a Customer’s instruction, constituting an integral part of the Agreement/Offer, which specifies individual items from the list of Services selected by the Customer when placing an Order/Form on the Contractor’s Website.

1.6. **Parties** - the parties to the Agreement/Offer shall be the Contractor and the Customer, jointly.

1.7. **Website** - the official web resource of the Contractor at <http://www.gpi.kz>, including any derivative web pages forming part thereof.

1.8. **Personal Data** - information relating to a specific or identifiable individual, recorded on electronic, paper, and/or other tangible media.

1.9. **Personal Data Subject** (hereinafter - the “Subject”) - a specific or identifiable individual to whom the Personal Data pertains.

1.10. **Processing of Personal Data** - any actions aimed at the accumulation, storage, alteration, supplementation, use, dissemination, anonymization, blocking, or destruction of Personal Data.

1.11. **Collection of Personal Data** - any actions aimed at obtaining Personal Data.

1.12. **Cross-Border Transfer of Personal Data** - the transmission of Personal Data to the territory of foreign states.

Terms not expressly defined in this section of the Agreement may also be used herein. In the absence of a clear definition of a term within the text of the Agreement/Offer, such term shall be interpreted in accordance with its meaning as used on the Contractor’s Website and/or under the applicable legislation of the Republic of Kazakhstan.

2. General Provisions

2.1. The Contractor publishes this Offer on its official Website. The list of Services is available on the Contractor’s Website.

2.2. In accordance with paragraph 5 of Article 395 of the Civil Code, this offer is addressed to any legally competent adult individual and constitutes a public offer. Should the Customer accept the terms set forth below, such acceptance shall be effected by payment for the Contractor’s Services in accordance with the terms of this Agreement/Offer. Pursuant to paragraph 3 of Article 396 of the Civil Code, payment for the Service by the Customer constitutes Acceptance of the Offer and shall be deemed equivalent to the conclusion of an Agreement on the terms set forth in the Offer. The Customer agrees that Acceptance of the Offer in accordance with this provision gives rise to an Agreement governed by the terms of the Offer.

2.3. The terms governing the provision of Services, as set out in this Agreement/Offer, may only be accepted by the Customer by adhering to this Agreement/Offer in its entirety through the Acceptance of the Contractor’s offer.

2.4. Upon Acceptance by the Customer, the following shall be deemed established:

2.5. The Customer has read, agrees to, and accepts the Contractor’s offer.

2.6. The Acceptance has been received by the Contractor.

2.7. The Agreement has been concluded, requires no bilateral signature, and is valid in electronic form.

2.8. The requirement for written form of the transaction has been satisfied.

2.9. By accepting the Offer, the Customer is deemed to have read and agreed to the terms of the Offer/Agreement governing the acquisition of the Services provided by the Contractor.

3. Subject of the Agreement

3.1. The Contractor undertakes to provide the Services in accordance with the terms selected by the Customer and published on the Contractor's Website, and the Customer undertakes to pay for and accept the Services rendered in accordance with the terms of this Agreement.

3.2. The Customer selects the required Service based on the Contractor's offerings, pricing policies, and other terms specified on the Contractor's Website. The relevant terms - including the subject, name of the Service, duration, format, procedure for the provision of Services, and other characteristics, as well as their cost - are published on the Contractor's Website and made publicly available.

3.3. This Agreement forms an integral part of the Offer.

3.4. The Services shall be rendered by the Contractor based on the Request/Form developed and prepared by the Contractor, using the data provided on behalf of the Customer for the purpose of service provision.

4. Placement of Order/Form

4.1. The Order/Form for Services shall be submitted by the Customer via the Contractor's Website/Platform.

4.2. To access the Services, the Customer must register on the Contractor's Website/Platform.

4.3. Prior to registration, the Customer is required to read and familiarize themselves with the terms of this Agreement/Offer. If the Customer does not agree with the terms set forth herein, they must refrain from registering on the Contractor's Website and from using any Services provided by the Contractor.

4.4. When registering on the Contractor's Website, the Customer agrees to provide the following registration information: • full name of the Customer's representative; • email address; • contact phone number (mobile or landline); • any other required details as specified in the registration process.

4.5. Acceptance of the terms of this Agreement/Offer by the Customer shall be effected by entering the required and other relevant information into the registration form on the Contractor's Website. The Customer has the right to amend their registration details. The Contractor undertakes not to disclose the Customer's registration data or information submitted in the Form/Agreement to any third parties not directly involved in the provision of Services.

4.6. The registration form/information completed by the Customer on the Contractor's Website constitutes an integral part of this Agreement.

4.7. The Contractor bears no responsibility for the accuracy or content of the information provided by the Customer when placing the Order.

4.8. The Customer is solely responsible for the accuracy and completeness of the information provided when placing the Order.

4.9. Payment by the Customer for the Order placed via the Website/Service shall constitute acceptance of the terms of this Agreement/Offer, as well as the terms of service provision published on the Contractor's Website. The moment of such acceptance by the Customer shall be deemed the date of conclusion of the Agreement between the Contractor and the Customer.

4.10. All informational materials published on the Contractor's Website are for reference only and may not fully reflect the precise properties or characteristics of the Services. Should the Customer have any questions regarding the properties or characteristics of the Services, they are advised to consult the Contractor prior to placing an Order.

5. Procedure and Terms of Service Provision

5.1. The Consultant shall provide Services to the Customer in any form that the Contractor deems necessary and sufficient for proper performance under this Agreement. The results of the Services rendered, and tasks performed by the Consultant shall contain relevant, complete, accurate, and comprehensible information for the Customer's representatives.

5.2. Services shall be rendered by the Contractor upon receipt of the Customer's Form data, based on the information provided by the Customer and the Request submitted by the Customer in the prescribed format via the Contractor's Website.

6. Service Delivery Timeline

6.1. The timeline for the provision of Services shall be determined in accordance with the terms published on the Contractor's Website for the Services included by the Customer in the Order.

7. Service Fees and Payment Terms

7.1. The cost of Services under this Agreement shall be determined based on the Customer's request and the selected option on the Contractor's Website.

7.2. Payment for the Contractor's Services under this Agreement shall be made on the Website on the basis of 100% (one hundred percent) prepayment, using the method stipulated in this Agreement/Offer.

7.3. The Parties hereby agree that the failure of the Customer to complete or correctly complete the required Form data or to make payment for the Services shall release the

Contractor from the obligation to provide such Services. In this case, the Order shall be deemed not placed by the Customer, not received by the Contractor, and accordingly not accepted for execution.

8. Rights and Obligations of the Parties

8.1. The Contractor shall have the right to:

8.1.1. Independently determine the means and methods for the provision of Services under this Agreement/Offer, provided they do not contravene the legislation of the Republic of Kazakhstan or the terms of this Agreement/Offer.

8.1.2. Independently select the specialists and experts whom the Contractor deems suitable for the provision of Services.

8.1.3. Receive from the Customer any additional information necessary for the performance of its obligations under this Agreement/Offer.

8.1.4. Exercise other rights in accordance with the legislation of the Republic of Kazakhstan and this Agreement.

8.2. The Contractor shall undertake to:

8.2.1. Organize and ensure the proper provision of Services based on the option selected by the Customer, as published on the Contractor's Website.

8.2.2. Provide the Customer, if necessary, with consultative and informational support during the performance of the Order/Form.

8.2.3. Provide the Customer with a Certificate of Services Rendered in the manner prescribed by this Agreement/Offer.

8.2.4. Fulfill other obligations in accordance with the legislation of the Republic of Kazakhstan and this Agreement/Offer.

8.3. The Customer shall have the right to:

8.3.1. Request from the Contractor information regarding the organization and proper execution of Services under the submitted Order.

8.3.2. Monitor the progress and quality of the Services being rendered under the Order during the term of such Services, without interfering in the operational and business activities of the Contractor.

8.3.3. Request a Certificate of Services Rendered under this Agreement.

8.3.4. Exercise other rights in accordance with the legislation of the Republic of Kazakhstan and this Agreement/Offer.

8.4. The Customer shall undertake to:

8.4.1. Independently review the contents of this Agreement/Offer prior to its Acceptance, including all information published on the Contractor's Website, such as the cost of Services, their format, and any other relevant details provided on the Contractor's Website.

- 8.4.2. When placing an Order on the Contractor's Website, complete the registration information/registration form with accurate information.
- 8.4.3. Timely and fully pay for the Services included in the Order in accordance with the terms of this Agreement.
- 8.4.4. Provide the Contractor with accurate data required for the purposes of this Agreement.
- 8.4.5. Familiarize themselves with the Contractor's rules and other requirements/regulations/internal documents related to course training, as published on the Contractor's Website for review.
- 8.4.6. Timely accept the duly rendered Services in accordance with the procedure and terms of this Agreement/Offer.
- 8.4.7. Not reproduce or otherwise distribute any materials or information obtained during the provision of Services without the prior written consent of the Contractor.
- 8.4.8. Not use any information received during the provision of Services to offer similar Services to third parties.
- 8.4.9. Fulfill other obligations in accordance with the legislation of the Republic of Kazakhstan and this Agreement/Offer.

9. Grounds for Amendment and Termination of the Agreement. Liability of the Parties.

- 9.1. The terms of this Agreement may be amended either by mutual consent of the Parties or in accordance with the applicable laws of the Republic of Kazakhstan.
- 9.2. This Agreement may be terminated early by mutual agreement of the Parties and/or on the grounds provided for in this Agreement.
- 9.3. Either Party shall have the right to withdraw from this Agreement by giving written notice to the other Party no less than fifteen (15) calendar days prior to the intended date of early termination.
- 9.4. The Customer may withdraw from this Agreement, provided that the Contractor is reimbursed for all actual expenses incurred.
- 9.5. The Contractor may withdraw from its obligations under the Agreement, subject to full compensation of any losses sustained by the Customer due to the termination, unless such termination was caused by the Customer's fault. If the Contractor withdraws from its obligations under this Agreement due to the Customer's breach, the Customer shall not be entitled to claim compensation for any losses.
- 9.6. In the event of early termination of this Agreement, the Contractor shall refund the Customer for any payments made for Services under this Agreement, less the cost of Services already rendered and actual expenses incurred in the performance of its obligations under this Agreement. The Agreement shall be deemed terminated upon receipt by the Contractor of the

written notice of termination.

9.7. The Parties shall be held liable for failure to perform or improper performance of their obligations under this Agreement in accordance with the laws of the Republic of Kazakhstan.

10. Force Majeure

10.1. The Parties shall not be held liable for partial or complete failure to fulfill their obligations under this Agreement if such failure results from force majeure circumstances that arose after the conclusion of this Agreement, due to extraordinary events which the Parties could neither foresee nor prevent.

10.2. The term “force majeure” as used in this Agreement shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, decisions/acts of governmental or administrative authorities that hinder a Party’s ability to perform its obligations, wars or military operations, blockades, uprisings, unrest, epidemics, landslides, earthquakes, hurricanes, floods, civil commotion, explosions, and any other similar events beyond the control of either Party and which neither Party is able to overcome through the exercise of reasonable efforts.

10.3. A Party that is unable to fulfill its contractual obligations due to force majeure shall promptly notify the other Party in writing.

10.4. The notice shall specify the nature of the circumstances and be accompanied by official documents confirming the occurrence of such circumstances and, where possible, providing an assessment of their impact on the Party’s ability to perform its obligations under this Agreement.

10.5. The timeline for performance of obligations under this Agreement/Offer by a Party affected by force majeure shall be extended for a period equal to the duration of such circumstances and their consequences.

10.6. If force majeure circumstances persist for more than sixty (60) calendar days, the Parties shall hold additional negotiations to determine acceptable alternative means of performing this Agreement/Offer. If performance remains impossible (except for monetary obligations), the Parties’ obligations shall be deemed terminated from the date the force majeure circumstances arose.

11. Dispute Resolution

11.1. Pre-trial settlement of disputes shall be carried out through negotiations and formal claims and shall be mandatory. The Parties agree to the following procedure for pre-trial dispute resolution:

11.1.1. The claim shall be submitted in writing and signed by a duly authorized representative of the relevant Party/the Party.

11.1.2. The claim shall include: the demands being made, the claimed amount and a substantiated calculation (if the claim is monetary); the factual grounds for the claim and supporting evidence; a list of documents and other materials attached to the claim; and any other information required to resolve the dispute.

11.1.3. The Party receiving the claim shall review it within ten (10) calendar days from the date of receipt and shall notify the submitting Party in writing of the outcome of its review.

11.1.4. If the claim lacks documents necessary for its review, the receiving Party shall request such documents within five (5) calendar days of receipt, specifying a deadline for submission (which shall not be less than two (2) calendar days). If the requested documents are not provided within the deadline, the claim shall be reviewed on the basis of the available materials.

11.2. All claims and other related documents under this Section may be exchanged by the Parties using the communication methods specified in this Agreement.

11.3. If the Parties are unable to reach an agreement, the dispute shall be referred to the court at the location of the Contractor.

11.4. The governing law of this Agreement shall be the law of the Republic of Kazakhstan.

12. Intellectual Property Rights

12.1. All text and graphic materials posted on the Contractor's website at <http://www.gpi.kz> are the property of the Contractor and/or its counterparties.

13. Miscellaneous

13.1. This Agreement shall enter into force on the date of the Agreement/Offer Acceptance and shall remain effective until all obligations of the Parties under this Agreement/Offer have been fully discharged.

13.2. The Contractor may initiate amendments and/or additions to this Agreement/Offer and to the terms of the product/service by publishing the relevant information on its Website.

13.3. Neither Party may assign its rights or obligations under this Agreement to any third party without the prior written consent of the other Party.

13.4. All notices, communications, and requests under this Agreement shall be made by the Parties in writing. Such notice or request shall be deemed duly delivered or made when delivered by courier or sent via electronic or postal communication to the Party to whom it is addressed, at the address specified by that Party or at any other address subsequently provided in writing.

Specifically:

The Customer may send such notices, communications, and requests to the Contractor at info@gpi.kz, or at another email address specified by the Contractor in a written notice to the

Customer. All correspondence will be processed promptly.

The Contractor may send the above-mentioned notices, communications, and requests to the Customer's email address as indicated in the contact details/registration information/registration form completed by the Customer during registration or in the course of accepting the terms of the Agreement/Offer on the Contractor's Website, or as specified in any notice of change provided by the Contractor to the Customer.

13.5. The Parties agree that financial and accounting documents under this Agreement may be exchanged by email in the form of scanned copies bearing the signatures of the Parties, with the originals to be exchanged by mail or courier within ten (10) calendar days of signing. Submission of the original documents shall be mandatory. Copies of the Agreement exchanged by email shall carry the same legal force as originals and remain valid for the duration of the Agreement.

13.6. If any provision of this Agreement/Offer is found to be invalid under the applicable laws of the Republic of Kazakhstan, such provision shall be deemed excluded from the Agreement/Offer and replaced with a new provision that most closely reflects the original intent of the Parties as set forth in this Agreement/Offer, while the remaining provisions shall remain unchanged and in full force and effect.

13.7. In all matters not covered by this Agreement/Offer, the Parties shall be guided by the applicable laws of the Republic of Kazakhstan.

13.8. This Agreement is made in Kazakh, Russian, and English. In the event of any inconsistency between the language versions, the Russian version shall prevail.

14. Details of the Parties:

Contractor: GPI-Lab LLP

BIN 200640022519

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