

1. Subject of the Contract

1.1 The Contractor provides to the Customer, and the Customer accepts and pays for the services of the Childhood Development Program Jo.Ha.Ku® (hereinafter – the Program) was carried out in the following order:

Classes: as per schedule

Class duration: 45 minutes

1.2. Attendance of the classes by the child is only possible with the accompaniment of the above persons or one of them.

1.3 Classes are held in the form of consultation lessons with elements of exercises.

1.4 Safety and admission rules:

Students and accompanying persons may be admitted to classes only in the absence of medical conditions that may cause bodily harm to the child, accompanying persons, and other group members and participants. The Contractor reserves the right to independently assess the health condition of a child and accompanying persons before each class and deny admission to the class in case of safety risks.

Issues of ensuring safety requirements of the Contractor are regulated by the legislation of the territory of the Contractor and regulatory legal acts. The Contractor undertakes to ensure a safe environment and conditions of the classroom for the child and accompanying persons. By safe conditions, the Parties of the Agreement understand such conditions under which, with due care and discretion of persons accompanying the child, harm to the child and accompanying persons is excluded. Accompanying persons are responsible for the Child's safety.

On the territory of the Contractor smoking, and the use of narcotic drugs and alcoholic beverages are strictly prohibited.

2. Contractor Obligations

2.1 Organize and ensure the proper provision of the services, provided by the cl.1.1., by the Program and class schedule.

2.2 To ensure the conformity of sports facilities (facilities) and equipment with sanitary and hygienic requirements, as well as equipment that complies with the mandatory norms and rules applied to the training process, to conduct classes with the Child.

2.3 To carry out educational and training work using a variety of techniques, methods, and teaching aids, modern educational technologies, including educational information resources provided by the Program. Conduct training sessions, based on achievements in the field of methodological, pedagogical, and psychological sciences, developmental psychology, as well as modern information technologies using the most effective methods of sports training for students and their recovery through the Program.

2.4 To ensure the strengthening and protection of the child's health in the process of training, and the safety of the educational process.

2.5 During classes and time with the Child show respect for his personality, protect him from all forms of physical and psychological violence, and provide conditions for strengthening moral, physical, and psychological health, and emotional well-being, taking into account his characteristics.

2.6 According to the rules of the program subscription, in case the child misses 1 to 3 lessons from the full course (20 lessons), or 1 lesson from the short course (10 lessons) by the schedule and paid subscription, if the Customer is informed the Contractor in advance, to ensure Child's participation in one of the following groups. In cases where the quantity of missed classes exceeds the permissible, missed classes are performed by the Contractor only if the Customer pays for additional classes at a rate corresponding to the subscription.

2.7 The Contractor has the right to attract third parties with the appropriate qualifications to provide services under this Agreement. In any case, the Contractor is responsible to the Customer under the Contract.

3. Customer Obligations

3.1 Make timely payments for the services specified in cl. 1.1. of this Agreement.

3.2 Immediately inform the Contractor about the change in contact phone number and place of residence, as well as changes in information about the persons accompanying the Child in the classroom.

3.3 If there is reason to believe that the participation of the Child and/or persons accompanying him in the classes can harm the health and safety of the Child, the persons accompanying him or other members of the group, exclude the attendance of the lesson and notify the Contractor about it. In cases where the missed class is caused by the state of health of the Child or the person accompanying him, to resume participation in the program only upon recovery, confirmed by the attending physician.

3.4 Notify the Contractor of the absence of the Child in the classroom in advance and no later than 2 hours before the class.

3.5 Systematically attend training sessions, maintain order and discipline, and follow the instructions of trainers and teachers.

3.6 Observe discipline and generally accepted standards of behavior, in particular, show respect to trainers, administrators, and technical personnel of the Contractor, and other members of the group.

3.7 Ensure the appropriate degree of care and diligence about the Child, the safety of his life, and health in the territory of the Contractor.

3.8 Compensate for damage caused to the Contractor's property by the legislation of the territory of the Contractor.

4. Rights of the Customer and the Contractor

4.1 The Customer has the right:

- require the release of information on matters related to the organization and proper execution of services provided for in cl.1.1. of this Agreement from the Contractor;
- contact the Contractor on all issues regarding the provision of services under the Program;
- receive complete and reliable information on the assessment of the skills and abilities of the Child received in the Program;

- use the Contractor's property to ensure the educational process during classes.

4.2 The Contractor has the right to refuse the Customer to conduct individual classes or a place in one of the following groups if the Child misses classes more often than allowed by the rules of the paid subscription (cl. 2.6) if the Customer does not pay for additional classes.

4.3 The Contractor has the right to conduct photo, audio, and video recording during classes and use received materials in the program's promotional goals, notifying parents of the time and date of recording/recording in advance.

5. Service Fees and Payment Terms

5.1 The Customer pays for the services according to officially announced prices.

5.2 Payment shall be made in the following order: by transfer to a bank account by bank details provided in cl.11 of this Agreement, by payment through terminal or in cash based on Payment Confirmation Check.

6. Force Majeure

6.1 The Parties shall be exempt from liability for partial or full failure to fulfill obligations under this Agreement if this failure was the result of force majeure circumstances that occurred after the conclusion of this Agreement, which the Parties could not foresee or prevent. These circumstances, including natural occurrences that create the physical impossibility of providing services by the Contractor, as well as actions and decisions of the state authorities of the territory of the Contractor, prevent the Contractor from providing obligations under this agreement.

6.2 In the event of the circumstances specified in cl. 6.1 of this Agreement, each Party shall immediately notify the other Party in writing of them. The notification should contain data on the nature of the circumstances, as well as official documents proving the existence of these circumstances and, if possible, assessing their impact on the Party's performance of its obligations under this Agreement.

6.3 In cases of the occurrence of the circumstances provided for in cl. 6.1 of this Agreement, performance of the Parties' obligations shall be respectively transferred for the period of effect of force majeure or their consequences.

6.4 If the circumstances listed in clause 6.1 of this Agreement have arisen, and their consequences last for more than 3 (Three) months in succession, the Parties shall conduct additional negotiations to identify acceptable alternative ways of fulfilling this Agreement.

7. Duration, amendment, and termination of the Agreement

7.1 This Agreement shall enter into force from the moment of its signing by both Parties and is valid until classes run.

7.2 This Agreement may be amended or terminated by the written agreement of the Parties, as well as in other cases stipulated by the legislation of the territory of the Contractor.

7.3 The Customer has the right at any time to refuse to execute this Agreement, having previously notified the Contractor in writing at least 5 (Five) days in advance. The Contractor has the right to demand compensation for losses caused by the termination of the Agreement.

7.4 The Agreement shall be deemed terminated upon the expiration of 3 (Three) days from the date the Contractor receives the Customer's notification unless a later date for termination of the Agreement is provided in the notification.

7.5 In case of cancellation of this Agreement, within 5 (five) days from the date of early termination of the Agreement, the Customer shall pay the remuneration due to the Contractor for the services provided before Agreement termination, as well as reimburse the expenses incurred by him before the termination of the Agreement.

7.6 The Contractor has the right to refuse this Agreement by sending a written notice to the Customer in the event of:

- the Customer delays payment obligations specified in cl. 5.1. of this Agreement, for more than 10 (Ten) days
- if the Child is absent from classes for insignificant reasons for 30 consecutive calendar days.

7.7 The Agreement shall be deemed terminated upon the expiration of 10 (Ten) days from the date of receipt by the Customer of the Contractor's notification unless a later date for termination of the Agreement is provided for in the notification.

7.8 In case the Contractor refuses this Agreement, the Contractor retains the right to require remuneration for services performed before the termination of the Agreement, as well as to reimbursement of expenses incurred up to this point.

8. Dispute Resolution

8.1 All disputes and disagreements that may arise between the Parties on issues that have not been covered in the text of this Agreement will be resolved through negotiations.

8.2 If the dispute cannot be resolved through negotiations, the matter shall be referred for final settlement in a court proceeding by the current legislation of the territory of the Contractor.

9. Final Provision

9.1 In all other respects not provided for by this Agreement, the Parties shall be governed by the current legislation of the territory of the Contractor.

9.2 Any changes and additions to this Agreement are valid only if they are made in writing and signed by both Parties.