

TERMS AND CONDITION FOR ABAKUS UK

For provision of additional educational services – Contractual obligation between parties

1. DEFINITIONS

1.1 “Abakus UK” - Abakus Europe - UK, hereinafter referred to as “Abakus UK”, acting on the basis of the contractual obligations and the Charter.

“**Customer**” - The signing individual.

“**Parties**” - Collectively Abakus UK and the Customer, referred to conclude the contract, as outlined below.

“**Services**” - Additional educational services, within the scope of the Abakus Europe – UK curriculum.

“**Student**” - The individual subject to using the above-mentioned Services.

“**Academic Hour**” - The term refers to the industry standard of the length of time a session and/or lesson lasts, which is 45 minutes.

2. SUBJECT OF THE AGREEMENT

2.1 Abakus UK shall provide to the Customer the additional educational services, the composition of which is defined in section 3 of the Agreement on education for the benefit of the Student. The Customer shall accept and pay for the services provided by Abakus UK.

2.2 The relationship between the Customer and Student are not the subject of this Agreement.

3. THE RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 Abakus UK agrees to provide the following, but not limited to;

- A. Conduct the course training as specified in the curriculum, of the Student, per the program whose content is described in Section 4 of this Agreement. The form of training may be subject to change, and will mostly be performed online.
- B. Additional Services may be requested to perform and/or conduct training; provide Services according to the curriculum – for in-person, if required. This will be subject to an additional agreement between the Customer and Abakus UK.
- C. The duration of the training, per the program as specified in the curriculum, is 40 teaching hours; and/or the equivalent of 9 academic months. Additional teaching hours may be agreed upon, if the Customer wishes for faster progression. Details of the quantity of teaching hours is specified in the membership pricing plan, upon purchase – when this Agreement comes into effect.
- D. Training will be part of the Services provided to the Customer and by extension – to the Student; is conducted per the session schedule chosen by the Customer after purchasing the membership plan. Additional allocated slots may be agreed upon by the Parties; and is subject to availability – if group activities permit such changes. Group sizes of the chosen session may be subject to change, but will not exceed a limit of 8 students per lesson, for FOUR consecutive lessons. Abakus UK reserves the

right to replace the teacher, providing the aforementioned Services, for the purpose of the training course, throughout the academic year.

- E. The obligations on providing the Services to the Customer, and by extension – to the Student; arise with Abakus UK only in case of pre-payment for the Services in accordance with the provisions of paragraph 4.2 of the Agreement.

3.2 The Customer agrees to the following terms of this Agreement;

- A. Pay for Services provided by Abakus UK for the purpose of the training; and throughout the training period, keep the documents confirming payment. Invoices are subject to automatic generation once the Customer pays for the agreed Service.
- B. Ensure that the Student attends the agreed teaching sessions, support a conscientious attitude of the Student toward the studies and educational tasks, as part of the training course, according to the curriculum;
- C. Ensure courteous and caring attitude of the Student, to the property and premises used in the learning process; the Customer may be liable for damages caused to Abakus UK by the Student, whether directly or indirectly, as the result of their action or neglect. This clause is subject to in-person training, which is subject to an additional agreement between the Customer and Abakus UK.

4. TRAINING PROGRAM, TIMETABLE OF CLASSES

- 4.1** Services provided by Abakus UK to the Customer, and by extension – to the Student, shall be exclusively in an ONLINE environment, unless agreed upon otherwise. Online Services may include any video conferencing medium, and/or platforms designated for the Student.
- 4.2** The training program hereunder includes training in mental arithmetic for a total amount of 40 teaching hours, but may be subject to change for the benefit of either; the Customer; and/or Abakus UK. The training course as specified in the curriculum, is designed for an appropriate length and the equivalent of 9 academic months. Additional teaching hours may be agreed upon, if the Customer wishes for faster progression. Details of the quantity of teaching hours is specified in the membership pricing plan, upon purchase – when this Agreement comes into effect. Session schedule is provided by Abakus UK. The appropriate academic level, and suitable sessions – subject to availability, will be chosen by the Customer prior to starting the training course.
- 4.3** The Parties to the Agreement can change the list of subjects, by supplemental agreement, which are part the training Services, as well as the chosen sessions by the Customer. It should be noted that, Abakus UK reserves the right to change the agreed upon sessions, provide appropriate communication with the Customer.

5. COST OF SERVICES AND PAYMENTS

- 5.1** The cost of Services per academic hour (45 minutes) will be subject to annual increase. A nominal value of the baseline cost of a lesson is £10 (Ten Pounds) per academic hour. The cost of Services provided to the Customer may change

depending on, but not limited to: the agreement of the contract; the quantity of teaching sessions; the frequency of the teaching sessions; the use of the Student and their products for any marketing purposes; legacy discounts; goodwill gestures; and/or prescription of debt recovery, if the Customer becomes in arrears with any payments.

- 5.2** Pre-payment shall be made by Customer, and must adhere to the rules set out by the Agreement, before the training session. The Customer remains to keep the right to choose when the pre-payment for the Services are made. This will be subject to availability of training sessions, depending of the academic level of the Student.
- 5.3** Payment for Services by the Customer, may be made by a card transaction, but not limited to, in the following form: (Visa, MasterCard, American Express, China UnionPay, JCB, Diners, Cartes Bancaires, Discover, Visa Electron, Maestro, PayPal, ApplePay (online for online store goods), Cash (subject to in-person teaching sessions) and Crypto: \$BTC, \$ETH, \$BNB).
- 5.4** Teaching materials (books and workbooks) and abacus counters, are not included in the cost of Services, unless specified in the pricing plan for each chosen membership.
- 5.5** The price of Services can be changed in accordance with the procedure specified in clause 5.6 of the Agreement.
- 5.6** In the event of significant changes in Abakus UK operating conditions (the wage growth of general education workers, increased payments for the rental of premises, changing the size of utility bills, cost of works and services of outside organizations that cater for the educational process under this Agreement, the growth of other similar expenses of Abakus UK, the introduction of additional responsibilities for the payment of taxes and fees) and, if necessary, within the framework of this Agreement the provision of additional services to ensure the stability of funding of the educational process, the price of educational services specified in clause 4.1 of the Agreement may change, by approximately 10% (percent); or more, if necessary. Abakus UK shall notify the Customer within a period, not later than 30 days before the proposed change in the Service prices under the Agreement.
- 5.7** If the Customer disagrees with the change in Service prices increase/decrease under the Agreement, the Parties shall view it as a unilateral refusal of the Customer to perform the Agreement, and it will be terminated. In this case, the Customer may be liable to pay for the previously rendered Services, under the Agreement.

6. Group Membership Allocation

- 6.1** Upon the purchase of a group membership, the allocation of students to appropriate groups shall be at the sole discretion of the instructor, based on suitability and proficiency level. If a minimum of three (3) students cannot be accommodated within a group, the instructor reserves the right to cancel any group consisting of fewer than two (2) students. In such instances, a full refund of the membership fee will be issued.

7. Academic Hours and Attendance

- 7.1** Each academic hour is defined as a forty-five (45) minute session. Class schedules and additional terms shall be agreed upon mutually between the parties. If a student is absent from a scheduled class or arrives more than fifteen (15) minutes late, the

session shall be deemed cancelled without entitlement to a rescheduled class or refund.

8. SPECIAL CONDITIONS, SETTLEMENT OF DISPUTES

- 8.1** When group sizes are less than 50% from the number of students specified in paragraph 2.1, Abakus UK reserves the right to disband the group and offer the Customer alternative education variants in other groups, or refund the money paid by the Customer for the remaining unattended sessions. This is subject to availability of Students within each academic level category. Special exceptions may be in place, provided extenuating circumstances.
- 8.2** If the Student misses the session due to illness and/or for any other valid reason, the Customer has the right to reschedule a session, with the original Services cost unaffected.
- 8.3** Abakus UK reserves the right to decline a refund if no valid reason is provided for an absence. The Customer will have the right to produce a valid reason for missing a session. The Customer may provision an appropriate certificate from a medical institution, granting reason for an absence, but with the exclusion of any administrative costs deducted from the price of the missed teaching session.
- 8.4** The revised cost size specified in paragraph 6.2 shall not apply to special offers.
- 8.5** Disagreements and disputes arising under the Agreement and not settled by negotiation, shall be referred to the court, at the location of the parent company head office of Abakus UK – Charlestton Corporation, within the appropriate jurisdiction of the country.

9. TERMINATION

- 9.1** The Agreement may be terminated on the following grounds:
- A. upon the expiry of validity period of this Agreement;
 - B. by the agreement between the Parties;
 - C. on the initiative of one of the parties subject to notification of the second party no later than 30 calendar days;
 - D. On the other grounds directly stemming from the conditions of this Contract or specified in the Abakus UK contractual obligations and Charter;
 - E. In the absence of an additional agreement to the contrary, the Parties to the Agreement shall consider late payment for a period of more than 25 business days as a unilateral refusal of the Customer to comply with the Agreement.
- 9.2** Abakus UK reserves the right to withdraw from the Agreement, in the event of inappropriate behaviour, from the direct and/or indirect actions of the Student, during activities that threaten the physical or mental health of the rest of Students, undergoing the same training course within the allocated group. This shall also be enforced if any staff members become the subject of aforementioned inappropriate behaviour.

9.3 Termination of this Agreement for any of the above reasons shall entail expulsion of the Student, whereby the Agreement between the Parties shall cease to exist, and will be nullified. Consideration to the Student's behaviour improvements may be given, provided that no recurrence of any of the same behavioural incidents occur. The Customer and Abakus UK shall have the right to terminate or amend this Agreement regardless of availability of the Student's consent.

10. VALIDITY PERIOD OF THE AGREEMENT

10.1 Term and Conditions of this contractual obligation shall be established from the date that the Customer agrees and reads, during the process of purchasing any pricing plans, for the purpose of obtaining membership with Abakus UK. The Agreement shall remain enforced throughout the 40 academic hours; any other agreed upon length of teaching session hours; or the equivalent of 9 academic months. Starting and ending dates of classes shall be agreed between the Parties, which will be subject to change.

10.2 The Customer agrees to inform Abakus UK about their personal data for the purpose of communicating and/or processing information. The Customer agrees to inform Abakus UK of any changes about the details of the Student, within an appropriate timeframe. Information stored about the Customer and the Student shall be used for the organization of educational process, and may not be used for transfer to third parties.

11. NOTICE OF AGREEMENT

11.1 By reading the contents of these Terms and Conditions, you agree to the specified terms and acknowledge that you have read and understood the conditions within.