Public Offer Agreement for the Provision of Services Legal entity "Independent Agency for Quality Assurance in Education (IQAA)" Non-Governmental Institution (hereinafter - the Contractor)

This public offer (hereinafter - the Offer), is the agreement concluded between the Contractor and the user of services - an individual (hereinafter - the Customer), which determines the conditions of purchase and delivery of services using the Contractor's resources.

1. GENERAL PROVISIONS

1.1. The Contractor shall publish this Offer with an offer to individuals and legal entities in accordance with the Articles 395, 396 and 447 of the Civil Code of the Republic of Kazakhstan (hereinafter - RK Civil Code).

1.2 This Offer, as well as any Agreement, defines essential terms and conditions of interaction between the Contractor and the Customer (the person who accepts the Offer).

1.3 The present offer is concluded between the Provider and the Customer at the moment of the order execution.

1.4. The Offer can be accepted by any natural or legal person in the territory of the Republic of Kazakhstan who intends to order (purchase) services rendered by the Contractor in accordance with the list of services specified on the website <u>https://inqaahe2023.iqaa.kz</u>.

1.5 The Customer unconditionally accepts all the terms and conditions contained in the offer as a whole (i.e. in full and without exceptions).

1.6 In case of acceptance of the terms and conditions of this Offer, an individual or a legal entity becomes a Customer.

1.7 The acceptance is a receipt by the Provider of a message about the intention of a natural person or a legal entity to order services under the conditions proposed by this Offer.

1.8. The Offer, all the amendments, annexes to it, as well as all the additional information about the Contractor's services are published on the website <u>https://inqaahe2023.iqaa.kz</u>.

2. STATUS OF THE Contractor's WEBSITE

The site is a property of the Contractor and is meant for the organization of the remote method of service selling through the Internet.

2.2. By making the acceptance of the Offer (i.e. payment for the order on the Contractor's site) the Customer will receive services under the conditions and in the order determined by the Contractor's services agreement on the site <u>https://ingaahe2023.igaa.kz</u>.

The Contractor is not responsible for the content and reliability of the information provided by the Customer when placing an order on the Contractor's website.

3. THE STATUS OF THE CUSTOMER

3.1 The Customer is responsible for the authenticity of the information provided when placing an order, and for its cleanliness from third parties' claims.

3.2. the Customer confirms his agreement with the terms and conditions of this offer by putting a tick in the column "I have read the terms and conditions of the Agreement completely, all

conditions of the Agreement are clear to me, I agree with all conditions of the Agreement" when placing an order.

Information provided by the Customer is confidential.

3.3. The Customer, by providing his personal data, registering on the site or filling in the order gives his consent to the processing of his personal data for the purposes of the User Agreement by his actions. The Provider uses the Customer's information only for the purposes of the Provider's functioning (sending the Customer a notification about the order, etc.) and in cases specified in this offer.

3.4. Services are purchased by the Customer solely for personal, family, household needs not related to business activities. Use of the Contractor's website (resource) to view and choose services as well as to place an order is free of charge for the Customer.

4. THE SUBJECT OF THE OFFER

4.1 Provider, on the basis of the Customer's orders, sells to the latter services in accordance with the conditions and prices set by the Contractor on the web-site.

The services ordered and paid by the Customer are rendered by the Contractor or by the third parties engaged by the Contractor for execution of its obligations.

4.3 Provisions of the Republic of Kazakhstan Civil Code, the Republic of Kazakhstan Law "On Consumer Rights Protection" as well as other normative legal acts of the Republic of Kazakhstan that regulate the rights and obligations of the Parties specified in this Offer shall be

applied to the relations between the Customer and the Provider.

4.4 A natural person or a legal entity is considered to accept all the terms of the Offer (acceptance) and its Annexes in full and without any exceptions from the moment of receiving by the Contractor the information about the Customer's intention to order the services under the conditions proposed by the Contractor. In the case of acceptance of the Offer an individual or a legal person is considered to conclude a Services Agreement with the Contractor and acquires the status of a Customer.

5. PROCEDURE OF CONCLUDING THE AGREEMENT

5.1. The Customer can place an order independently on the site of the Contractor, or through a specialist of the Contractor on the phone specified on the site, on the terms of the Agreement of services rendering.

5.2 When placing an order on the Contractor's website, the Customer must provide the following information:

- Full name, IIN (for individuals) or full name, TIN (for legal entities);

- Goods delivery address;

- contact phone number and e-mail address of the Customer.

5.3 The expression of the Customer's will is carried out by means of entering by the latter of appropriate data in the order form on the Contractor's website, or by submitting an application through the Contractor's specialist using information-telecommunication means or by e-mail (e-mail).

5.4 The Contractor does not edit information about the Customer.

5.5 To get a paper copy of the Service Agreement, the Customer sends an application by e-mail or in any other way agreed with the Contractor's specialist by phone specified on the Contractor's website.

6. INFORMATION ABOUT THE PRODUCT

6.1 Information about Contractor services are provided for showing on the Contractor's website by means of graphics and information, which are the property of the Contractor.

6.2 Each graphic image is accompanied by the textual information with a name, price and description of services.

6.3 All information materials which are presented on a site of the Contractor, have a reference character and can not fully convey the information about the properties and characteristics of services. In case the Customer has any questions about the features and characteristics of services, the Customer should contact a specialist of the Contractor on the phone numbers on the website before placing an order.

6.4. Upon Customer's request, the Contractor's specialist must provide (by phone or by e-mail) other information necessary and sufficient from the point of view of a Customer to make a decision about ordering services.

7. PROCEDURE OF PURCHASING (ORDERING) SERVICES

7.1. Customer has the right to order any of the services presented on the Contractor's website. Each kind of service can be ordered in any quantity. The exceptions to this rule are in the description of each service.

7.2 The order can be placed by the Customer by phone numbers on the site or placed independently on the site.

7.3 After registration of the order, the Contractor confirms the Customer's order by sending to the Customer's e-mail address the information, confirming the acceptance of the order, indicating the name, type and characteristics of services with the total sum of the order or the Contractor's specialist will contact the Customer by phone to clarify the necessary characteristics of services.

7.4 If it is impossible to render the service presented on the Contractor's site, the Contractor's specialist is obliged to inform the Customer about it (by phone or by e-mail).

7.5 Term of service rendering is established by the Parties' agreement and/or determined by the Service Agreement, placed on the Contractor's web-site.

8. SERVICES PRICE

8.1 Price indicated at the Contractor's website is in tenge of the Republic of Kazakhstan.8.2 The price mentioned on the web-site can be changed by the Contractor unilaterally, in this case the price of the services ordered and paid by the Client shall not be subject to change.8.3 The cost of services provided to the Customer when ordering them on the Contractor's website is specified in the section "Payment". 9.

9. PAYMENT OF SERVICES

Methods and order of payment are shown on the site in the section "Payment". If necessary, the procedure and terms of payment are stipulated by the Customer and the Contractor's specialist.

In case of the cash payment the Customer has to pay the price of the order at the moment of invoice drawing and transferring to the Customer for the services payment, by means of money transfer to the representative of the Contractor.

The non-cash payment is done according to the issued invoice within 3 (three) working days from the date of issue of such invoice. After the receipt of funds on the account of the Contractor, the Contractor's specialist shall agree with the Customer on the terms of services rendering. In case of non-cash payment the obligation of the Customer to pay the price of the order is considered to be fulfilled from the moment of crediting of appropriate monetary funds to the current account specified by the Contractor.

9.4 The Customer shall pay for the order in any way available on the Contractor's website.9.5 Settlements of the Parties when paying for the order shall be made in the tenge of the Republic of Kazakhstan.

10. REFUSAL OF SERVICES

10.1 The Customer has the right to refuse the services in the manner and on the terms stipulated by the Law of the Republic of Kazakhstan "On Protection of Consumer Rights".10.2 The Customer has no right to refuse the services performed (rendered) properly.10.3 In case of refusal of services by the Customer, the Contractor shall return to the Customer the amount paid by the Contractor in accordance with the contract, except for the expenses of the Contractor.

11. LIABILITY OF THE PARTIES

11.1 The Parties shall be liable in accordance with the legislation of the Republic of Kazakhstan.11.2. the Contractor is not responsible for the damage caused to the Customer due to the improper use of the results of the services ordered on the Contractor's web-site.11.3. The parties are exempted from liability for non-performance or improper performance of obligations under the Offer for the time of the force majeure circumstances.

12. OTHER CONDITIONS

12.1 Relations between the Customer and the Contractor shall be governed by the provisions of the legislation of the Republic of Kazakhstan.

12.2. If necessary, the Contractor and the Customer can execute the service agreement at any time in the form of a written bilateral agreement that does not contradict the provisions of this offer.

12.3. In case of questions and claims from the Customer, the Customer should contact the Contractor at the location address of the Contractor: The Republic of Kazakhstan, Z05H9M7, Astana, 20, Dostyk str, office 801, and/or by e-mail: <u>inqaahe2023@iqaa.kz</u> and/or by phone: +7 (7172) 48-19-07, +7 (7172) 57-25-05, including those determined on the Contractor's web-site. 12.4. This Offer comes into effect from the date of its acceptance by the Customer and is valid until the Parties fulfill their obligations under it.

12.5. All disputes and disagreements arising in the performance of obligations by the Parties under this Offer shall be resolved through negotiations, and if they cannot be resolved through negotiations, the Parties shall have the right to apply for the resolution of such disputes in the judicial authorities of the Republic of Kazakhstan at the location of the Contractor.

12.6 The Contractor reserves the right to expand and reduce the general offer of services on the website, to regulate the access to order of any services, as well as to suspend or terminate the sale of any services at his own discretion.

13. ADDRESS AND DETAILS OF THE IMPLEMENTER

Name: Independent Agency for Quality Assurance in Education (IQAA) Legal address: Republic of Kazakhstan, Astana, Dostyk Street, 20, Office 801 BIN: 081240015369 Bank account in USD: KZ4296503F0012041785 (USD) Name of the bank: ForteBank JSC BIC: IRTYKZKA Bank BIN: 990740000683 OKPO: 50569872