

SERVICE AGREEMENT

" " 2024

TODES DANCE CENTER, a company incorporated under the applicable law of the Emirate of Dubai, holding trade license number: 1028659, issued by TRAKHEES, located in Dubai UAE, hereinafter referred to as "**DANCE STUDIO**", on the one hand,

_____, (relation with the Student) _____ Emirates ID/passport number _____ hereinafter referred to as "**Client**", on the other hand, together referred to as "**Parties**", have executed this Agreement (hereinafter, the "Agreement") on the terms and conditions set forth below:

1. TERMS USED

1.1. For the purposes of interpreting the Agreement, the Parties have agreed on the following terms and their meanings:

1.1.1. "**DANCE STUDIO**" - a dance studio located at Golden Mile 10, GM2-B10-FB-24, Palm Jumeirah, Dubai, in which the DANCE STUDIO operates under the trademark "TODES" on the basis of an agreement on the use of a trademark concluded between the DANCE STUDIO and Dukhova Alla (hereinafter referred to as the "Copyright Holder").

1.1.2. "**Student**" - _____ Emirates ID/passport number _____.

1.1.3. "**Classes**" - training dance classes, the conduct of which is included in the subject of the Agreement.

1.1.4. "**Events**", "**other events**" - reporting concerts, open lessons, master classes, demonstration performances and similar dance, educational, entertainment and leisure activities.

1.1.5. "**Teachers**" - persons determined by the DANCE STUDIO who directly conduct classes.

1.1.6. "**Vacation period**", "**holidays**" - the period from July 1st to August 14 of each calendar year falling on the term of the Agreement.

1.1.7. "**Dance season**", "**season**" - the period from September 1 of one calendar year to August 31 of the next calendar year.

1.1.8. "**Prolongation**", "**prolongation of the Agreement**" - extension of the term of the Agreement.

1.1.9. "**Automatic prolongation**", "**automatic prolongation of the Agreement**" - prolongation carried out without signing by the Parties of documents (including additional agreements) on prolongation.

1.1.10. "**Official web page of the Studio**" - a page on the Internet, available at <https://vk.com/>, as well as other pages on the Internet, accessible via the links indicated on the above page and containing information about the activities of the Studio, indicated through the accounts of the DANCE STUDIO and (or) its representatives.

1.1.11. "**Messenger**" means an Internet-based instant messaging system (instant messaging service) that uses a user's phone number as the user's account name and/or stores information about the user's phone number among user account information.

1.2. The above terms can be used both in the plural and in the singular, unless otherwise follows from their meaning.

2. SUBJECT OF THE AGREEMENT AND ADDITIONAL OPPORTUNITIES PROVIDED TO THE STUDENT

2.1. The subject of the Agreement includes the paid provision by the DANCE STUDIO to the Student of services in the field of physical culture and leisure activities, namely the right to attend 12 (twelve) classes during each calendar month of the validity of the Agreement.

Classes are not held in July of each year, unless otherwise agreed by the Parties.

The number of classes held in a given calendar month changes in the cases provided for by the Agreement.

2.2. In addition to the services specified in clause 2.1 of the Agreement, the Student may be provided with the following additional opportunities available only to students of the TODES dance studios:

- 1) The possibility of attending additional classes during preparation for various events;
- 2) The opportunity to attend master classes conducted by the soloists of the ballet Alla Dukhova "TODES";
- 3) Opportunity to participate as part of your group and the DANCE STUDIO team in reporting concerts on a professional stage, with professional lighting and sound accompaniment;
- 4) Possibility of ordering stage costumes and other dance accessories corresponding to the uniform style of "TODES";
- 5) Opportunity to participate in annual international festivals and competitions (battles) of TODES studios held in proposed countries and cities;
- 6) Opportunity to participate in creative evenings and performances at the Dance Theater of Alla Dukhova "TODES";
- 7) Opportunity to participate in annual summer competitions (battles) for the title of the best studio;
- 8) Opportunity to participate in television filming and photo shoots;
- 9) Opportunity to participate in mass festive events of United Arab Emirates and other countries;
- 10) Opportunity to participate in the video and photography of "TODES";

11) Opportunity to be one of the first to book your vacation at summer and winter intensives "TODES" both in the United Arab Emirates and abroad;

12) Opportunity to participate in mass flash mobs;

13) Opportunity to participate in online festivals and receive online lessons "TODES".

2.3. Classes and other events held within the framework of the Agreement are united by the unique style of "TODES", defined by Alla Dukhova. The unified unique style of "TODES" includes repertoire, choreographic techniques, approach to musical accompaniment, to the development of costumes and scenery, uniting all dance groups and dance studios operating under the trademark "TODES".

2.4. Unless otherwise provided by the Agreement or additional agreements to the Agreement, additional options specified in clause 2.2 of the Agreement:

- Not included in the subject of the Agreement and are provided on the basis of separate agreements;
- Not included in the price of the services specified in clause 2.1 of the Agreement, and are paid separately.

2.5. The provision of a number of additional opportunities specified in clause 2.2 of the Agreement (in particular, the opportunity to participate in concerts and battles), and the stage role, the performance of which is provided to the Student as part of the relevant events, are determined by the DANCE STUDIO and (or) teachers and depend on the Student's success in acquiring dance skills.

2.6. If the Student, according to the DANCE STUDIO and (or) Alla Dukhova, demonstrates outstanding progress and significant results in the field of dance skills, the Student, on the basis of an additional agreement to the Agreement, may be given the opportunity to study free of charge in the DANCE STUDIO.

2.7. The Agreement is a service agreement provided for the service agreement fees (payment). The requirement of the Customer to provide the performance stipulated by the Agreement is the appearance of the Student in the DANCE STUDIO to participate in the lesson or the appearance of the Student in the venue of another event to participate in it. In the event that the DANCE STUDIO duly ensured the holding of the relevant lesson or other event, and the Student did not appear at the relevant lesson or other event (the Customer did not present the DANCE STUDIO with a requirement to provide the performance stipulated by the Agreement within the time period established by the Agreement or in accordance with it) or failed to participate in it for reasons for which the DANCE STUDIO is not responsible, the DANCE STUDIO is considered to have fulfilled its obligations (provided services) properly and retains the right to receive payment under the Agreement (including the retention of pre-paid payment). The provisions of this paragraph apply regardless of the nature of the reason why the Student did not appear at the place of the lesson or other event or could not take part in it, if the DANCE STUDIO is not responsible for this reason.

3. PROCEDURE FOR THE PROVISION OF SERVICES

3.1. The student participates in classes as part of a group, in accordance with the schedule of classes in the DANCE STUDIO and the schedule of classes in the group to which he is enrolled. Classes in the group to which the Student is enrolled are held on the following days of the week (the Parties put signatures opposite the option agreed upon by them):

Days of the week:

Signature of the Customer:

Monday Wednesday Friday -

Tuesday Thursday Sunday -

3.2. The DANCE STUDIO has the right to change the schedule of classes by notifying the Customer or the Student in one of the following ways:

- 1) By sending a message in the manner provided for in paragraphs. 11.1–11.9 of the Agreement.
- 2) By posting information about the new schedule on the official web page of the DANCE STUDIO (clause 11.10 of the Agreement).
- 3) By posting information about the new schedule in the premises of the DANCE STUDIO and (or) in the general chat of the messenger used by the DANCE STUDIO to inform the Customer and other clients about events related to the Studio and the provision of services.

3.2.1. The Parties acknowledge that a change by the DANCE STUDIO of the schedule of classes will not be considered by the Parties as a unilateral change in the terms of obligations, since changing the schedule is only a technical measure that does not change the general procedure for fulfilling obligations agreed by the Parties.

3.3. The number of classes to be held in a calendar month varies depending on whether the days of classes established by the schedule fall on non-working or non-working holidays established by the government of the United Arab Emirates, DANCE STUDIO's management, and (or) during the Vacation Period.

If, in accordance with the schedule, the lesson falls on a non-working or non-working holiday, the lesson is not held and is not rescheduled for another date. The Parties confirm that such a decrease in the actual number of classes to be held in

a calendar month is not a unilateral change in the terms of the Agreement by the DANCE STUDIO, but is a mechanism previously agreed by the Parties for determining the number of classes to be held in a particular calendar month. A decrease in the actual number of lessons in a calendar month on the basis of this clause is not a basis for reducing the price of services for the corresponding calendar month, and if such a decrease requires determining the estimated price of one lesson, the price of each lesson is considered to be increased in such a way that the total price of the subject classes in the corresponding calendar month corresponds to the price of services established by the Agreement in relation to the corresponding calendar month.

3.4. In the event that the Student does not attend classes properly organized and conducted by the DANCE STUDIO, at the initiative of the Customer and (or) the Student, as well as for reasons beyond the control of the Parties and (or) the Student, classes for another time and date are not rescheduled, and Customer is not entitled to demand a reduction in the price of services and (or) a refund of payment (part of the payment) for classes and other events not attended by the Student, since the very provision of the Student with the opportunity to attend classes (proper organization of classes or other events by the DANCE STUDIO) means the proper fulfillment of obligations by the DANCE STUDIO. The DANCE STUDIO has the right, but is not obliged to make an exception to this rule if the Customer provides the DANCE STUDIO with a medical certificate issued by an authorized medical organization and (or) a medical certificate of the established form, confirming that the Student has received treatment in a medical hospital.

3.5. The DANCE STUDIO has the right, in agreement with the Customer, to conduct additional classes with the Student. Depending on the agreement of the Parties, such classes can be either paid separately or conducted without additional payment as an encouragement for the Student. The classes specified in this paragraph are not permanent or mandatory for the DANCE STUDIO.

3.6. Services under the Agreement are provided only if the Customer that provides a copy of the current medical insurance policy, confirming that the Student has insurance against accidents during dance classes for the entire duration of the Agreement. In the absence of a valid insurance policy at the time of conclusion of the Agreement, as well as in the event of the expiration of the insurance policy during the term of the Agreement, the Customer is obliged to purchase a new insurance policy within 5 (five) days from the date of conclusion of the Agreement or from the date of expiration of the insurance policy at an insurance company of Customer's choice or at an insurance company recommended by the DANCE STUDIO, and provide a copy of such policy to the DANCE STUDIO. If a copy of a valid insurance policy is not provided, the Student is not allowed to attend classes.

3.7. Distance- learning lessons.

3.7.1. In case of production necessity (in particular, in case of temporary impossibility to conduct classes with the Student's face-to-face presence, temporary impossibility to use the Studio premises), the DANCE STUDIO has the right to replace face-to-face classes (classes conducted with the Student's personal presence in the Studio) for distance-learning (online classes).

3.7.2. The procedure for conducting remote classes:

3.7.2.1. Remote classes are conducted with the help of training videos.

3.7.2.2. The DANCE STUDIO, according to the schedule established by it, sends training videos to the Customer and (or) the Student, through which the teacher sets out the subject of the lesson and the necessary instructions.

3.7.2.3. Based on the results of studying the training videos and following the instructions (performing exercises), the Student sends feedback to the DANCE STUDIO and (or) teachers in an agreed form (in particular, a video recording of the Student performing exercises and / or dance elements, questions in writing).

The DANCE STUDIO and (or) teachers send the Student responses to feedback, including the necessary recommendations and adjustments, in an agreed form (in particular, answers to questions, comments, instructions).

3.7.3. The DANCE STUDIO's obligation to provide a service (to conduct a distance- learning classes) is considered fulfilled from the moment the Customer and (or) the Student is sent a training video (including a link that leads to access to the training video). If the Customer or the Student for any reason fails to get acquainted with the properly directed training video, this will not be considered a violation of the Agreement either by the Customer or by the DANCE STUDIO, and the services will be considered provided.

3.7.4. The Customer and the Student have the right to use the training videos solely for personal needs related to dance training under the Agreement. The Customer and the Student are not entitled to use educational videos in any other way, including sending and (or) showing them to persons outside the Student's family, distributing them on the Internet.

3.7.5. The Parties acknowledge that the transition to distance learning is not a basis for the Customer to make claims regarding the composition and quality of services, as well as to demand a reduction in the price of services.

3.7.6. For the period during which face-to-face classes are replaced by remote classes, a discount on the price of services may be established by agreement of the Parties.

3.7.7. After the termination of the production need, the DANCE STUDIO has the right to announce a return to face-to-face classes. In this case, the provision of services continues in the general manner established by the Agreement.

3.7.8. The Parties acknowledge that the replacement of face-to-face classes with remote classes and the return from distance-learning classes to full-time classes are not a unilateral change by the DANCE STUDIO of the terms of obligations, but are actions by the DANCE STUDIO carried out within the framework of alternatives agreed by the Parties.

3.7.9. By agreement of the Parties, distant-learning classes can also be held as an addition to face-to-face classes. In this case, the price and procedure for conducting distant-learning classes are agreed by the Parties in an additional agreement to the Agreement.

3.7.10. In addition to the general methods of exchanging messages (documents) established by the Agreement, the DANCE STUDIO, in order to organize the sending of videos (links to videos) and messages related to remote classes, has the right to use an electronic service (platform, resource, website or page on the Internet), the functionality of which allows you to post videos and/or arrange for users to access videos. In this case, the DANSE STUDIO is obliged to register on the relevant service, if necessary, install the appropriate application on his electronic device and follow other instructions, the observance of which is necessary for the Student to participate in remote classes using this service.

4. OBLIGATIONS OF THE PARTIES

4.1. The Customer undertakes:

4.1.1. Timely and in full pay for the services of the DANCE STUDIO, throughout the entire term of the Agreement, keep checks, receipts and other documents confirming payment issued by the DANCE STUDIO.

4.1.2. Independently organize (ensure) the arrival of the Student to the door of the DANCE STUDIO and the departure of the Student from it.

4.1.3. Comply with the requirements of the DANCE STUDIO and teachers regarding the Student's clothing and footwear necessary for his participation in classes and other events.

4.1.4. In the event that the Student is going to participate in an event involving a new choreographic production, the Customer undertakes to ensure that the Student has a costume corresponding to the role of the Student in the production. The DANCE STUDIO, if he has such an opportunity, contributes to the acquisition by the Customer of the necessary suit, acting as an intermediary between the Customer and the person providing tailoring services. As a rule, the purchase by the Customer of a costume in the specified order requires the full advance payment of the costume by the Customer.

4.1.5. Ensure that the Student fulfills all the requirements of the DANCE STUDIO, teachers and other persons authorized by the DANCE STUDIO related to the behavior of the Student during classes and other events, to safety, as well as the Student's compliance with the rules, orders and other internal acts issued by the DANCE STUDIO and brought to the attention of the Customer (in including by posting the texts of such acts in the premises of the DANCE STUDIO or on the official web page of the DANCE STUDIO).

4.1.6. Ensure the Student's careful attitude to the property located in the DANCE STUDIO, be responsible if the Student causes harm to the DANCE STUDIO and (or) third parties (including damage to their property).

4.1.7. During the entire term of the Agreement, monitor the health of the Student. Before each lesson and other activity, make sure that the student's health condition allows him to fully participate in them.

4.1.8. Immediately before the conclusion of the Agreement, inform the DANCE STUDIO, and immediately during the term of the Agreement, inform the DANCE STUDIO about the presence (manifestation) of the Student of chronic, infectious, skin or other diseases in which dancing is contraindicated and (or) which can be transmitted to others (if any). The DANCE STUDIO has the right, guided by the type and severity of the disease, to refuse the Customer to conclude the Agreement, temporarily suspend the Student from classes or refuse to fulfill the Agreement (clause 13.2 of the Agreement).

4.1.9. Immediately suspend the Student's attendance at classes and other events in the event of the appearance (manifestation) of chronic, infectious, skin or other diseases in which dancing is contraindicated and (or) which can be transmitted to others. At the same time, the price of services remains unchanged, and the Customer is not entitled to demand a reduction in the price of services and (or) a refund of part of the payment for classes and other events not attended by the Student, since the very provision of the Student with the opportunity to attend classes (proper organization of classes or other events by the DANCE STUDIO) means proper execution obligations on the part of the DANCE STUDIO. The DANCE STUDIO has the right, but is not obliged to make an exception to this rule if the Customer provides the DANCE STUDIO with a medical certificate issued by an authorized medical organization and (or) a sick leave certificate of the established form, confirming that the Student has received treatment in a medical hospital.

4.1.10. Provide the DANCE STUDIO with a medical certificate issued by an authorized medical organization confirming that the Student's health condition allows him to dance as part of the classes conducted by the DANCE STUDIO, or provide the DANCE STUDIO with a written waiver of claims, in which the Customer guarantees that the Student has passed the necessary medical examinations and that his state of health allows him to dance as part of the classes conducted by the Performer. If the Customer does not provide the specified certificate and refusal, the Student is not allowed to attend classes.

4.1.11. Unless otherwise established by an additional agreement of the Parties, in the event of holding events with the participation of the Student within the city (urban district, urban settlement) in which the DANCE STUDIO is located, and also if the DANCE STUDIO is located in a another city, the Customer is obliged to independently ensure the arrival of the Student directly to the venue of the event and his subsequent departure. Otherwise, the order of arrival and departure of the Student is agreed by the Parties additionally. Transport organized and provided by the DANCE STUDIO is paid separately, unless otherwise established by agreement of the Parties.

4.1.12. Do not make audio and video recordings in the Studio without the permission of the Contractor, and also ensure that the Student complies with this prohibition.

4.2. The Contractor undertakes:

4.2.1. Ensure that classes are conducted in a properly equipped room.

4.2.2. Provide training with qualified teachers.

4.2.3. On the basis of additional agreements of the Parties, for a fee (unless otherwise agreed by the Parties), to organize the participation of the Student in other events held with the participation of the DANCE STUDIO. The frequency of the

Student's participation in events, the list of events in which the Student can take part, and the decision on the Student's participation in a particular event depend on the level of dance training, health status and age of the Student, on the range of events in which students of the DANCE STUDIO has the opportunity to take participation, and at the discretion of the DANCE STUDIO and teachers.

4.3. At the request of the DANCE STUDIO, the agreements of the Parties on the provision of additional services (on conducting additional classes, on organizing the participation of the Student in other events) must be fixed in an additional agreement prepared in the form of a single paper document signed by the Parties.

5. PRICE OF SERVICES AND PROCEDURE OF PAYMENT

5.1. The parties agreed on the following procedure for payment of service fees (the Parties put signatures opposite the agreed payment procedure):

5.2 If the Parties have agreed on the following fees :

Term Payment Plan:

- 1st Term – AED 3840 +5%VAT for period of 01.09 to 1.12;
- 2nd Term – AED 2560+5%VAT for period of 01.01 to 30.03;
- 3RD Term – AED 2560+5%VAT for period of 01.03 to 30.04;
- 4th Term – AED 2560+5%VAT for period of 01.05 to 30.06;

*As agreed by Parties payment of AED 370 +5% VAT shall be paid as non-refundable deposit for confirmation of being listed and included in dance group for the upcoming next class semester. Payment of AED 370 +5% VAT shall be paid in month of June. Non payment of such deposit doesn't provide guarantee of being listed in group accordingly.

5.2.1 The price of the services specified in clause 2.1 of the Agreement, provided during the term of the Agreement, until the next prolongation is AED 1280 +5%VAT per month.

The DANCE STUDIO provides siblings-discounts for their students, which is 5% of the cost of payment for provided services to the sibling.

5.2.2 The agreed price shall not be subject to change before the prolongation of the Agreement or its modification according to the procedure specified in the Agreement.

5.2.3. the Customer shall pay for the services within three (3) days after signing the Agreement.

5.2.4. In case of prolongation of the Agreement the Customer shall be obliged to pay for the services rendered by the DANCE STUDIO for the next dancing season in one time-payment within 3 (three) days from the date of prolongation.

5.3 If the Parties have agreed on a monthly payment:

5.3.1 The basic cost of the services specified in clause 2.1 of the Agreement rendered during the term of the Agreement (until the next prolongation) is AED 1280 +5%VAT per month.

5.3.2 The Customer shall pay for the services provided in each calendar month of the term of the Contract before the fifth 5 (fifth) day of each respective calendar month (except for July of each calendar year, but including other months during the vacation period, unless otherwise stipulated in clause 5.14 of the Agreement).

5.3.3 If the Agreement is executed:

- after the 15th but before the 27th day of the calendar month, the cost of services rendered in that calendar month shall be calculated according to the number of days from the date of signing this Agreement to the 5th (fifth) day of the next month.

For subsequent calendar months, payment is made in the total amount established by clause 5.3.1 of the Agreement.

5.4 Unless the Parties have agreed otherwise, during the period specified in clauses 5.2.1, 5.2.1, 5.3.1 of the Agreement, the cost of services does not include additional opportunities and services specified in the Agreement (additional classes, participation in events).

5.5 Unless otherwise agreed by the Parties, the Client is obliged to pay for the services by non-cash payment (including, if available, through a payment terminal installed in the Studio).

The commission paid by the Customer when transferring the funds shall not be counted as payment for the services. The DANCE STUDIO shall not be responsible for the amount of commission established by credit institutions and bank payment agents.

5.6 The VAT shall be paid by the Customer at the moment of payment for services.

5.6 In case of delay in payment the DANCE STUDIO shall have the right to refuse the Student to attend classes and (or) to withdraw from the Agreement.

5.7 In case of termination of the Agreement on the initiative of the DANCE STUDIO, including in case of refusal of the DANCE STUDIO to perform the Agreement due to the Customer's breach of its obligations under the Agreement, the funds paid by the Customer under the Agreement shall not be refundable, unless otherwise provided by an additional agreement of the Parties.

5.8 If the Agreement is terminated on the Customer's initiative, the funds paid by the Customer under the Agreement shall not be refunded, unless otherwise provided by an additional agreement of the Parties. The Parties may conclude an appropriate additional agreement, in particular, if the termination of the Agreement is due to valid reasons (moving the Student to another region, long-term treatment of the Student in a medical hospital, other reasons at the discretion of the DANCE STUDIO), but the conclusion of such an agreement is always the right, but not the obligation of the DANCE STUDIO.

5.9 If the Parties have agreed on a monthly payment, the DANCE STUDIO reserves the right to change the price of services (the amount of monthly payments) unilaterally, including, but not limited to, in case of incomplete and/or

untimely payment of services by the Customer, in case of increase in prices for DANCE STUDIO'S rent and utilities as well as in case of inflation growth.

The Service Price is considered to be changed since the moment of notifying the Client about the new service price or since the moment of delivering the respective notification to the Client, and in case of sending the notification by SMS, messenger or e-mail - since the moment of sending the respective notification.

The DANCE STUDIO shall also have the right to unilaterally change (set a new) price for services, regardless of the payment procedure agreed upon by the Parties (one-time or monthly) after each prolongation of the Agreement. In this case the notification procedure established by this clause shall be applied.

5.10. The DANCE STUDIO has a right but not an obligation to apply various additional discounts to the price of services, including differentiating their application depending on the payment procedure agreed by the Parties. In particular, the discount established by the DANCE STUDIO can be provided if the Student and at least two other members of his family work in the DANCE STUDIO.

5.11. The DANCE STUDIO has the right to accept payment under the Agreement from third parties who have expressed a desire to pay for the services for the Customer.

5.12. Unless otherwise provided by a separate agreement of the Parties, if the Customer has an overdue debt to the DANCE STUDIO, any payment received by the DANCE STUDIO from the Customer shall firstly repay this debt, and the remaining part (if the payment exceeds the amount of debt) shall be attributed to the current settlements between the Parties.

5.13. All photo and video production from the report concerts and other events with participation of the Student and the Student are not included in the cost of services specified in clause 2.1 of the Agreement, and shall be paid by the Customer additionally.

5.14. Provisions of clause 3.3 of the Agreement fully apply to carrying out and payment for classes in June and August of each calendar year, in this regard, the services rendered by the Student in those months are subject to payment in full, as provided by clause. 5.3.1 of the Agreement.

At the same time, the DANCE STUDIO, upon written request of the Customer, has the right to reduce the cost of services for classes in these months AED 380 per month if the Student cannot attend any classes in the relevant month due to his leaving for a summer vacation. The Customer's application must be submitted to the 5.8 If the Agreement is terminated on the Customer's initiative, the funds paid by the Customer under the Agreement shall not be refunded, unless otherwise provided by an additional agreement of the Parties. The Parties may conclude an appropriate additional agreement, in particular, if the termination of the Agreement is due to valid reasons (moving the Student to another region, long-term treatment of the Student in a medical hospital, other reasons at the discretion of the DANCE STUDIO), but the conclusion of such an agreement is always the right, but not the obligation of the DANCE STUDIO.

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The Service Price is considered to be changed since the moment of notifying the Client about the new service price or since the moment of delivering the respective notification to the Client, and in case of sending the notification by SMS, messenger or e-mail - since the moment of sending the respective notification.

The DANCE STUDIO shall also have the right to unilaterally change (set a new) price for services, regardless of the payment procedure agreed upon by the Parties (one-time or monthly) after each prolongation of the Agreement. In this case the notification procedure established by this clause shall be applied.

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5.11. DANCE STUDIO has the right to accept payment under the Agreement from third parties who have expressed a desire to pay for the services for the Customer.

5.12. Unless otherwise provided by a separate agreement of the Parties, if the Customer has an overdue debt to the DANCE STUDIO, any payment received by the DANCE STUDIO from the Customer shall firstly repay this debt, and the remaining part (if the payment exceeds the amount of debt) shall be attributed to the current settlements between the Parties.

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5.14. Provisions of clause 3.3 of the Agreement fully apply to carrying out and payment for classes in June and August of each calendar year, in this regard, the services rendered by the Student in those months are subject to payment in full, as provided by clause. 5.3.1 of the Agreement.

At the same time, the DANCE STUDIO, upon written request of the Customer, has the right to reduce the cost of services for classes in these months AED 380 per month if the Student cannot attend any classes in the relevant month due to his leaving for a summer vacation. The Customer's application must be submitted to the DANCE STUDIO and the payment for each month listed on the application must be made in the above amount no later than May 1 of the respective year. This clause does not apply if the Parties have agreed on a lump sum payment for services (clause 5.2 of the Agreement). and the payment for each month listed on the application must be made in the above amount no later than May 1 of the

respective year. This clause does not apply if the Parties have agreed on a lump sum payment for services (clause 5.2 of the Agreement).

6. ACCEPTANCE OF SERVICES

6.1 If there are any complaints about the quality of the provided services, the Customer has the right to send a written claim to the DANCE STUDIO not later than 5 (five) days from the date of provision of the service in writing. For the purposes of this clause, each lesson and activity is considered a separate service. If the Customer fails to submit a complaint within the established deadline, the service shall be deemed accepted and it shall be considered that the service was provided on time and in full. The signing of a certificate of acceptance of services is not required.

6.2 If the Parties have agreed that under the Agreement, under a additional agreement to the Agreement or under a separate agreement, the DANCE STUDIO undertakes to manufacture or to arrange for the manufacture (tailoring) of dance accessories (costumes, accessories) for the Student, then the following rules shall apply to the relations of the Parties:

6.2.1 The Customer shall be liable to accept the result of work (manufactured dance accessories) within 5 (five) working days from the date of receipt of the notification from the DANCE STUDIO that the dance accessories are ready for delivery. Unless otherwise agreed by the Parties, transfer of the manufactured dance accessories to the Customer shall take place at the Studio.

6.2.2 If the Customer refuses to receive the manufactured dance accessories (delay of the Customer to accept the result of work), the DANCE STUDIO shall have the right to consider such a refusal as a refusal of the Customer from the relevant agreement (contract) for the manufacture of dance accessories. In this case, the Contractor has the right to require reimbursement (withholding of the appropriate amount) of its costs associated with the fulfillment of obligations (including the manufacture or organization of production of dance accessories, transportation of dance accessories from the place of their production) under such contract.

7. RESPONSIBILITIES OF THE PARTIES

7.1 The DANCE STUDIO is responsible for the quality of services.

7.2 The DANCE STUDIO is not responsible for the safety of the Customer's and Student's property located in the DANCE STUDIO.

7.3 The Customer is responsible for the Student's damage to the DANCE STUDIO and third parties (including damage to their property).

7.4 The Customer is liable for violation of the terms and conditions of the Agreement.

8. STUDENT PICTURE

8.1. Due to the fact that classes and other events in which the Student may participate under the Agreement and other agreements may be the subjects of film, video and/or photo shoots, broadcast on television, become elements of audiovisual works, the Customer on behalf of the Student grants DANCE STUDIO and third parties who create images of individuals in venues of classes and other events with the permission of the DANCE STUDIO or organizers of the events, without compensation, the right (consent) to use any images of the Student made by the DANCE STUDIO.

8.1.1 In addition to clause 8.1. Customer, on behalf of the Student, also agrees to perform the following actions by any lawful means and using any media (and on any media):

- taking photographs and videos (video recordings) with the Student in venues of classes and other events with the permission of DANCE STUDIO or the organizers of the respective events;
- use of photographic images (and any other images, including video images) of the Student, video recordings with the Student's participation, obtained as a result of photo and video shooting (videotaping);
- disclosure and further use of any images (including video images) of the Student, videos with participation of the Student, in whole or in part;
- processing (i.e., combining in any form or form any images, video images of the Student, video recordings with participation of the Student with other images, video images, video recordings, text, graphic, film, audio, audio-visual works), editing, any changes and any other processing of images, video images of the Student, video recordings with participation of the Student;

8.1.2. the Customer confirms that it is informed that:

- Any action taken pursuant to Section 8.1. of the Agreement and the relevant clauses, are performed for the benefit of the DANCE STUDIO;
- the consent given in clause 8.1. 8.2. The Customer warrants that the consent given in clause 8.1. of the Agreement and the respective clauses may be revoked by the Customer in the manner prescribed by the applicable laws of the United Arab Emirates.

8.2 The Customer guarantees to DANCE STUDIO that the Customer has all the powers necessary to grant the rights (consent) specified in Section 8.1 of the Agreement and the relevant clauses on behalf of the Student. In case this guarantee is not valid, the Customer shall compensate the DANCE STUDIO for all the losses incurred, including legal expenses. The Customer confirms that by granting the above rights (consent), it acts of its own free will and in the interests of the Student.

9. INTELLECTUAL PROPERTY

9.1 The Customer, on behalf of the Student, grants the DANCE STUDIO, without any financial compensation, permission to use the productions (dance performances, dance routines) created by the Student during participation in classes and other events, under the conditions set forth in paragraph 9.2 of the Agreement and its subparagraphs.

9.2. Conditions of authorization:

9.2.1. The term of the permission shall be equal to the term of the exclusive right to perform.

9.2.2 Permission is granted free of charge.

9.2.3 Territory in which the performer may use the performances: the whole world.

9.2.4 The license to use each Performance created shall be deemed granted to the Performer from the moment the Student creates such a Performance.

9.2.5 Permitted uses of the Performance:

- Recording;
- Modifying the recording (cutting and/or changing the order of frames, adding a sound track and/or subtitles, inserting advertising information and/or trademarks, etc.);
- Playback;
- Communication by cable (including in connection with the recording of a performance);
- Announcement on the air (including in connection with the recording of the performance);
- Communication to the public (including in connection with the recording of the performance);
- Public reproduction of a performance recording, that is, any communication of the recording by technical means in a place open to the public or in a place where a significant number of persons not belonging to the ordinary household are present, regardless of whether the recording is perceived in the place of its communication or in another place simultaneously with its communication;
- Distribution of a performance recording by sale or other disposition of its original or copies that are copies of such recording in any tangible media;
- Rental of the original or copies of the performance recording.

9.3 The Customer warrants to the DANCE STUDIO that the Customer has all the authority necessary to provide the information specified in clauses. 9.1, 9.2 of the Agreement (including their sub-clauses) permission on behalf of the Student. In case of non-compliance of this guarantee, the Customer undertakes to reimburse the DANCE STUDIO all related losses in full, including legal costs.

10. PERSONAL DATA

10.1 The Customer gives the DANCE STUDIO consent to the collection and processing of his/her personal data and the Student's personal data under the conditions set forth below.

10.2 Consent applies to the following personal data:

- 1) Last name (including any previously held);
- 2) Date and place of birth;
- 3) Information on identity documents;
- 4) Addresses of residence and places of stay (addresses of places of registration and actual addresses);
- 5) Telephone numbers, e-mail addresses;
- 6) Copies of passport and visa, Emirates ID;
- 7) Information on the learning in dance in the DANCE STUDIO, including information on the achievements in dance, participation in dance events, duration of training, the date of the Agreement and signing (creating) of any related documents;
- 8) Information about mutual settlements with the DANCE STUDIO;
- 9) Information on marital status;
- 10) The source from which the Customer learned about the Studio;
- 11) Any other personal data provided by the Customer when signing the Agreement and submitting any documents (questionnaires, applications) related to the execution of the Agreement and other agreements to the DANCE STUDIO.

10.3 The Client has given his consent to the processing of personal data.

10.4 Processing of personal data shall be carried out for the purposes of execution of the Agreement and conclusion of agreements with the Client (conclusion of additional agreements, extension of the term of agreements, etc.).

10.5 Processing of personal data may be carried out both with and without the use of automated means.

10.6 Withdrawal of consent to the processing of personal data is carried out by submitting a corresponding application in writing to the operator of personal data directly or by registered mail with notification of receipt and inventory of enclosures. In case of withdrawal of this consent, processing of personal data will be terminated within ten days from the date of such withdrawal.

10.7 The consent to the processing of personal data is given for a period of five (5) years.

10.8. The Customer guarantees to the DANCE STUDIO that the Customer has all the powers necessary to provide the information specified in clauses. 10.1-10.7 of the Consent Agreement on behalf of the Student. Should the said guarantee not be validly given, the Customer shall indemnify the DANCE STUDIO in full, including legal fees.

11. MESSAGES

11.1 Any documents (including letters, notices, claims, demands, requests, invoices, certificates, reports, etc.) which the Parties exchange with each other in connection with the Agreement (hereinafter referred to as "messages") may be sent by electronic communication channels (e-mail, messengers) or by note directly delivered to the Party or its representative.

11.2 The Communications shall be sent using the contact information of the Party-destination as specified above.

11.3 The actual contact data of the Party shall be its contact data indicated above in the Agreement as well as the contact data indicated by the respective Party below in the Agreement.

11.4. The Parties shall be obliged to inform each other about changes in their contact data. The Party whose contact details have changed shall ensure that the other Party receives the updated contact details not later than 3 (three) business days from the date of their change.

11.5. If the Party fails to fulfill or delay in fulfilling the obligation to inform the other Party about changes in its contact data, the message sent by the other Party using the outdated contact data before it receives the updated contact data shall be deemed sent using the current contact data.

11.6. If an electronic message is sent using up-to-date contact data of the Sending Party and the Receiving Party, it shall be deemed that the Receiving Party received such message.

11.8. Electronic Signature and Electronic Document Exchange.

11.8.1 An electronic message shall be deemed to be signed with an electronic signature if it is sent using the Sender Party's actual contact information (e-mail address or telephone number specified in the messenger user account information).

11.8.2 Any electronic documents (files), regardless of their format, attached to electronic messages signed with an electronic signature shall also be deemed signed with an electronic signature.

11.8.3. Each Party undertakes to provide conditions under which access to its electronic mailbox and messenger account used for exchange of electronic messages under the Agreement is provided exclusively by password, and undertakes to protect confidentiality of such password. The Password shall be recognized by the Parties as the Electronic Signature Key.

11.8.4. The Parties acknowledge that within the framework of their relations under the Agreement, the documents signed by an electronic signature are fully equivalent to the documents signed by the Parties themselves.

11.8.5. If certain documents must be signed by the Parties in their own hand or with a qualified electronic signature, the Parties shall further sign such documents in the manner prescribed by the relevant provisions of the laws, but this shall not invalidate the validity of a simple electronic signature with respect to the Parties' correspondence.

11.8.6. The above terms and conditions are the agreement of the Parties on the use of electronic signature. In the event of any dispute between the Parties regarding the authenticity and/or applicability of the electronic signature, the Party which made the statement on such authenticity and/or applicability shall be responsible for proving the fact of unauthenticity and/or inapplicability of the electronic signature.

11.9 The communication sent by the Contractor to the Student shall be deemed to be the communication sent by the DANCE STUDIO to the Customer. The provisions set forth in clauses 11.1-11.8.6 of the Agreement.

11.10. In cases stipulated in the Agreement, the message is also considered as duly sent by the DANCE STUDIO, provided it is posted on the official webpage of the DANCE STUDIO.

12. TERM AND RENEWAL

12.1 At the time of conclusion of the Agreement the Parties have established the following term of validity:
until (_____)

12.2 Upon the expiration of the previously set term of the Agreement, the Agreement shall be automatically prolonged, if neither Party has submitted to the other Party objections to such prolongation (refusal to prolong).

Automatic prolongation of the Agreement shall entail the extension of the Agreement for 1 (one) more year (for the next dancing season). The number of automatic extensions is not limited.

12.3 Renewal, including automatic, is a separate transaction. In this regard, the setting of a new price for services to be provided after the prolongation by the DANCE STUDIO shall not be considered a unilateral change of obligations by the DANCE STUDIO, but an offer to make a new transaction on new conditions (prolongation of the Agreement with setting new prices for services) addressed to the Customer by the DANCE STUDIO.

12.4 Client has a right to refuse prolongation of Agreement (not to accept the proposal of DANCE STUDIO to conclude a new deal on new conditions), also if he does not agree with the price of services proposed by DANCE STUDIO for rendering after prolongation of Agreement. In this case the Agreement shall not be prolonged and the Agreement shall be terminated upon the expiry of the previously set term.

12.5 The DANCE STUDIO shall have the right to refuse the prolongation of the Agreement (the DANCE STUDIO shall not guarantee to the Customer to save a place in the group for the next dancing season) and (or) to suspend the rendering of services, including if the Customer has not made a full and timely payment for the services under the Agreement, in particular if the Customer has not paid for the services rendered in June and (or) August (point 5.14 of the Agreement) in full or in late manner.

12.6 Termination of the Agreement shall result in termination of obligations of the Parties, except for those obligations which arose before termination of the Contract (in particular, obligations to pay for previously provided services), as well as obligations to pay penalties.

13. EARLY TERMINATION

13.1. The Customer has the right to refuse to execute the Agreement by notifying the DANCE STUDIO of his refusal in writing at least one month before the expected date of termination of the Agreement. The contract in this case will be considered terminated after one month from the date of receipt by the DANCE STUDIO of the relevant written notice.

13.2. The Contractor has the right to refuse to perform the Agreement by notifying the Customer of his refusal. In this case, the Agreement will be considered terminated from the date of sending the relevant notice by the DANCE STUDIO.

14. DANCE PLATFORM

14.1 In addition to the services agreed by the Parties and specified in clauses 2.1. - 2.7. and other provisions of the Agreement, the DANCE STUDIO also undertakes to provide additional services to the Student in the form of the right of access to the resources of the Dance Site and the right to use the content of the Dance Site (hereinafter the "access services") in order to teach the Student the dance skills in a unified "TODES" style (hereinafter the "content").

14.1.1 The Dance Website is located on the Internet at <http://todes.dance> and contains content that includes educational materials designed to enhance the Student's dance skills.

14.1.2 The dance website content includes:

- training videos (video lessons) with the participation of leading teachers and artists of the Alla Dukhova Ballet Theatre "TODES", which are unique training materials and act as an integral part of the Classes at the Studio;
- the opportunity for the Student to actively participate in online learning and online communication in appropriate chats with the DANCE STUDIO's teacher (or in other similar means of communication and learning between the Student and the DANCE STUDIO instructors available on the website), in which the Student is trained in accordance with the Agreement.

14.2 Procedure for obtaining access services.

14.2.1 The Student shall register on the dance website by entering in the registration field designated for e-mail address specified by the Customer in the Agreement, as well as by entering in the appropriate field other information necessary for registration on the website. The timely payment by the Customer of the cost of services under the Agreement, the procedure for payment of which is specified in section 5 of the Agreement, shall be the basis for providing access to the content of the dance site.

14.3 The cost of access services and the procedure of payments.

14.3.1 The cost of providing access services shall be included in the cost of services provided by the DANCE STUDIO to the Student in accordance with the terms of this Agreement. The cost of services provided by the DANCE STUDIO to the Student under the Agreement shall be set forth in Section 5 of the Agreement, taking into account the selected payment procedure and other provisions of Section 5 of the Agreement. The parties confirm that the provision, provision, acceptance and payment of access services shall be carried out during the term of the Agreement.

14.3.2 The DANCE STUDIO shall suspend the access services to the Customer if the Customer delays payment for the services provided under the Agreement. Granting of access services shall be resumed within the period established by the DANCE STUDIO and only after the Customer has paid the amount for the services under the Agreement to the current account of the DANCE STUDIO in the order stipulated by the Agreement.

15. FINAL PROVISIONS

15.1 The Parties acknowledge that the possibility of providing services by the DANCE STUDIO, as well as under other contracts and agreements, depends on the health of the Student, the level of his dance proficiency and discipline. The DANCE STUDIO shall have the right to refuse to prolong the Agreement and (or) to conclude further contracts for services with the Customer, if the health condition of the Student and (or) the level of his dance proficiency and (or) discipline does not allow the DANCE STUDIO to provide the services accordingly to its standards.

15.2 The Customer agrees to receive information and advertising mailings (including SMS, email and messengers) from the DANCE STUDIO (both directly and from persons who provide the DANCE STUDIO services), in which messages are sent to the contact information of the Customer or the Student, provided by the Customer or the Student to the DANCE STUDIO. The Customer agrees both to receive the mailings themselves and to receive the mailings by the Student.

15.3 The Customer is notified that the right to teaching dancing under the trademark "TODES" and (or) in a single style "TODES" has only persons who have received the appropriate permission (license) from the Licensor. This restriction also applies to persons who previously carried out teaching activities in dance studios operating under the trademark "TODES".

15.4 The DANCE STUDIO, at the Client's request and if the DANCE STUDIO is able to do so, may assist the Client and/or the Student in obtaining reservations for tickets entitling them to attend the theatrical performances at the Alla Dukhova TODES Dance Theatre, located at 95, Prospekt Mira, bldg. 1, as well as booking tickets to other entertainment events. In this case, unless otherwise agreed by the Parties, the DANCE STUDIO shall not participate in the payments between the Customer and the organizers of the relevant events.

15.5 If at the moment of conclusion of the Agreement between the Parties there exists a similar contract for the provision of dancing training services (for holding dancing classes and other events), then from the moment of conclusion of the

Agreement the relations of the Parties connected with the provision of such services shall be regulated by the Agreement (the Agreement shall replace the previously existing transactions)

15.6. The Agreement shall be signed in two copies of equal value - one for each Party.

15.7. The DANCE STUDIO provides services to the Customer under the Agreement at the location of the DANCE STUDIO, unless otherwise agreed upon by the Parties. In addition, the DANCE STUDIO shall be entitled to provide services to the Customer under the Agreement at the location of other studios in the UAE within the framework of the Classes and/or other activities of the DANCE STUDIO, including rehearsals with the Student of the DANCE STUDIO. A change in the location of the Classes and (or) other events is carried out by notifying the Customer of the change in the location of the Classes and (or) other events, or is agreed on separate terms with the Customer.

16. DATA OF THE PARTIES

DANCE STUDIO

Address: Golden Mile, 10, B10 FB 24, Palm Jumeirah, Dubai, UAE

Tel: 0528233482

Email: todesdubai@gmail.com

Address for sending messages:

Bank Account details:

Account name: TODES DANCE CENTER

Bank name: RAK BANK

Account number: 0123018133001

IBAN: AE100400000123018133001

SWIFT: NRAKAEAK

(signature)

(full name)



Customer

Address:

Tel:

Email:

Address for sending messages:

Emirates ID number:

Address of registration at the place of residence:

(signature)

(full name)