

Accession Agreement

By this Accession Agreement (the “Agreement”), **Financial Center Joint Stock Company (the “Customer”)** determines the standard terms and conditions for cooperation among the Customer, “Education Authority of Shymkent” State Institution (the “Education Authority”), preschool establishments included by the Education Authority into the list of preschool establishments for placement of the public educational order for preschool education and training for 2024 (the “Providers”), parents or other legal representatives (the “Representatives”) of children included in the contingent formed by the Education Authority under the public educational order for preschool education and training (the “Service Recipients”), of the Education Authority and the second-tier bank/National Postal Operator acceded to the Agreement, hereinafter jointly referred to as the Parties, and individually as a Party or as specified above.

For the purposes of the Agreement, the Customer shall mean Financial Center Joint Stock Company acting for and on behalf of the Education Authority.

The Agreement, in accordance with Article 381 of the Civil Code of the Republic of Kazakhstan, is a mixed agreement containing the following elements:

- agency agreement concluded in accordance with Chapter 41 of the Civil Code of the Republic of Kazakhstan, subclause 36) of clause 3 of Article 39 of the Law of the Republic of Kazakhstan “On Public Procurement” (procurement of services from an entity determined by the laws of the Republic of Kazakhstan) and subclause 13-1) of Article 1 of the Law of the Republic of Kazakhstan “On Education” (operator of the authorized body in the area of education that coordinates activities of participants of per capita standard financing), whereunder the Education Authority (Grantor) instructs, and the Customer (Attorney) on a gratuitous basis places the public educational order for preschool education and training in preschool establishments, included by the Education Authority into the list of preschool education and training service providers (the “List of Providers”), in the manner prescribed by Chapter 2 of the Rules for placement of public educational order for training of personnel with technical and vocational, post-secondary education, taking into account the needs of the labor market, as well as for pre-school education and training, secondary education and additional education of children, approved by the order of the Minister of Education of the Republic of Kazakhstan No.381 dated 27 August 2022 (the “Placement Rules”);

- accession agreement concluded in accordance with clause 1 of article 389 of the Civil Code of the Republic of Kazakhstan and taking into account clause 9 of the Service Agreement Conclusion Rules under public educational order via the public procurement web portal, approved by the order of the Minister of Education and Science of the Republic of Kazakhstan No.12 dated 14 January 2022 (the “Service Agreement Conclusion Rules”), whereunder the Customer, on behalf and at the expense of the Education Authority, places public educational order for preschool education and training;

- framework agreement concluded in accordance with the second paragraph of subclause 1) of clause 44 of the Placement Rules, whereunder the second-tier bank/National Postal Operator guarantees the compliance with intended purpose of budget funds for subsequent non-cash transfer to the Providers for the services rendered thereby for preschool education and training to the respective Service Recipients under placement of public

educational order for preschool education and training, taking into account personalized financing by recipients of educational services.

Accession to the Agreement shall be made:

for Provider – via the public procurement web portal, after receipt of notification from the Customer, by signing by the Provider and by the Education Authority with electronic digital signature of the application for accession to the Agreement;

for the Education Authority - by signing by the authorized representative of the Education Authority of the agency agreement, whereunder the Education Authority (Grantor) instructs and the Customer (Attorney) on a gratuitous basis places the public educational order for preschool education and training in preschool establishments, included by the Education Authority into the List of Providers, in the manner prescribed by Chapter 2 of the Placement Rules;

for the second-tier bank/National Postal Operator – via the official document flow of the Parties, after receipt of written notification from the Customer, by sending to the Customer a written application for accession to the Agreement, prepared on a letterhead and signed by authorized representative of the second-tier bank/National Postal Operator;

for the Service Recipients' Representatives – via the information system and (or) mobile application of the second-tier bank/National Postal Operator, by signing an application for accession to the Agreement in the manner prescribed by the second-tier bank/National Postal Operator in accordance with the legislation of the Republic of Kazakhstan. Accession to the Agreement of the Service Recipients' Representatives is a form of expression of their consent to perform all actions on placement of public educational order for preschool education and training taking into account personalized financing by recipients of educational services in the manner prescribed by paragraph 3 of Chapter 2 of the Placement Rules.

Signing by the Parties of the application for accession to the Agreement is a form of expression of their consent with:

the terms and conditions of the Agreement, including all annexes thereto, and certifies that the Parties have read, understood and accepted all the terms and conditions of the Agreement in full, without comments or objections;

collection and processing by the Parties of the Parties' personal data, within the framework of placement of public educational order for preschool education and training, according to Clause 1 of Article 8 of the Law of the Republic of Kazakhstan “On Personal Data and Protection thereof”.

1. Scope of Agreement

1.1. The Provider shall undertake to provide education/training services (code of Unified nomenclature directory of goods, works and services 841211.000.000000), in particular to provide educational services for preschool education and training of pupils of preschool establishments (the “Services”) according to the conditions and requirements specified herein, and:

1) The Customer shall undertake to accept the Services provided and to pay for them under the conditions of this Agreement, subject to proper fulfillment by the Provider of its obligations hereunder - when placing a public educational order for preschool education and training in the manner prescribed by paragraph 2 of Chapter 2 of the Placement Rules;

2) The Service Recipients' Representatives shall undertake to accept the provided Services subject to proper fulfillment by the Provider of its obligations hereunder, and the Customer shall pay for them under the conditions of this Agreement subject to proper fulfillment by the Provider of its obligations hereunder - when placing a public educational order for preschool education and training in the manner prescribed by paragraph 3 of Chapter 2 of the Placement Rules. The services shall be deemed as accepted by the Service Recipients' Representatives after they confirm the attendance log of pupils of a preschool establishment not later than the last day of a reporting month. If the Service Recipients' Representatives do not confirm the attendance log of a preschool establishment within the above-mentioned period, including due to disagreement with data in the attendance log of a preschool establishment, the latter shall be automatically deemed as confirmed by the Service Recipients' Representatives.

1.2. The documents listed below and the conditions set forth therein shall constitute this Agreement and shall be deemed to form an integral part thereof, namely:

- 1) this Agreement;
- 2) agency agreement signed by the Education Authority;
- 3) statements for accession to the Agreement signed by the Parties;
- 4) technical specification (annex);
- 5) List of Service Recipients, prepared by the Education Authority;
- 6) List of Providers, prepared by the Education Authority;
- 7) agreement for provision of educational services on preschool education and training, concluded between the Service Recipients' Representatives and the Providers.

2. Amount of Agreement and terms of payment

2.1. Total amount of the Agreement is KZT _____ and includes all costs associated with provision of the Services, as well as all taxes and fees provided for by the legislation of the Republic of Kazakhstan, excluding VAT (the “amount of the Agreement”).

Accession Agreement is concluded by the Parties within the limits of approved budget of the Education Authority. In case of increase of the approved budget of the Education Authority, the Customer shall unilaterally increase the total amount of the Agreement.

2.2. Total amount of the Agreement shall be used for placement of a public educational order for preschool education and training in the manner prescribed by:

- 1) paragraph 2 of Chapter 2 of the Placement Rules - as and when the Service Provision Reports are issued via the public procurement web portal by the Providers;
- 2) paragraph 3 of Chapter 2 of the Placement Rules - as and when the non-cash transfer of budget funds are made by the second-tier bank/National Postal Operator from accounts of the Service Recipients to accounts of the Providers for the Services provided thereby to the respective Service Recipients within the framework of placement of a public educational order for preschool education and training, taking into account personalized financing by recipients of educational services.

2.3. Payment for the Services provided shall be made by the Customer within the limits of the total amount of the Agreement, specified in Clause 2.1 of this Agreement, for actual

services provided for a relevant month, according to the actual contingent of pupils, in volumes according to the technical specification (annex hereto) upon:

1) signing of the Service Provision Report within 30 (thirty) calendar days by non-cash transfer of funds to bank account of the Provider - when placing a public educational order for preschool education and training in the manner prescribed by paragraph 2 of Chapter 2 of the Placement Rules;

2) confirmation by the Service Recipients' Representative and by the Provider of the attendance log of pupils of a preschool establishment in the amount calculated in accordance with the agreed attendance log of pupils of a preschool establishment, from bank accounts of the Service Recipients to accounts of the Providers - when placing a public educational order for preschool education and training in the manner prescribed by paragraph 3 of Chapter 2 of the Placement Rules.

2.4. The cost of expenses per pupil is calculated in accordance with the Methodology of per capita standard financing of preschool education and training, secondary education, as well as technical and vocational, post-secondary, higher and postgraduate education taking into account the credit technology of education, approved by Order of the Minister of Education and Science of the Republic of Kazakhstan No.597 dated 27 November 2017 and specified in the technical specification (annex hereto).

2.5. The following are the required documents preceding a payment when placing a public educational order for preschool education and training in the manner prescribed by paragraph 2 of Chapter 2 of the Placement Rules:

1) This Agreement;

2) Service Provision Report(s) in the form according to annex 2 of the Service Agreement Conclusion Rules;

3) invoice issued by the Provider in electronic form via the electronic invoice information system in accordance with the Rules for issuing invoices in electronic form in the electronic invoice information system approved by Order of the First Deputy Prime Minister of the Republic of Kazakhstan - Minister of Finance of the Republic of Kazakhstan No.370 dated 22 April 2019 (the "electronic invoice") with description, total amount of the Services provided, submitted by the Provider to the Customer;

4) attendance log of pupils of a preschool establishment with reasons of non-attendance (availability of documents confirming the reason of non-attendance, which are attached to the attendance log), provided in the form(s) and manner approved/determined by the Customer and placed on its Internet resource;

5) a document (with a note of the second-tier bank, which provided the payment service), confirming reimbursement to the budget of amounts of financing for each pupil, unreasonably included in the attendance log of pupils of a preschool establishment, as well as the payment to the budget of penalty stipulated by subclause 1) of clause 7.5 of the Agreement, in case the Customer sends a relevant payment demand to the Provider.

2.6. The following are the required documents preceding a payment when placing a public educational order for preschool education and training in the manner prescribed by paragraph 3 of Chapter 2 of the Placement Rules:

1) this Agreement;

2) Bank Account Agreement concluded with the second-tier bank/National Operator in the name of the Service Recipient, providing for non-cash settlements with the Provider in compliance with the intended purpose of budget funds;

3) confirmed by the Service Recipient' Representative and by the Provider the attendance log of pupils of a preschool establishment, confirming the volume of the Services provided by the Provider for a respective month.

2.7. In case of complete utilization of the total amount of the Agreement specified in Clause 2.1 of this Agreement, no payment for the Services provided shall be made, and Providers shall not be entitled to demand payment for the Services provided and (or) other costs/loss related to occurrence of such event.

The Customer shall keep a record of utilization of the total amount of the Agreement specified in Clause 2.1 of this Agreement.

3. Rights and obligations of the Parties

3.1. The Customer shall be entitled to:

1) request and receive information related to execution of the Agreement from the Parties;

2) amend the Agreement unilaterally within the limits of approved budget of the Education Authority by placing amendments on the public procurement web portal. The Parties are not required to sign supplementary agreements hereto. The Customer's unilateral amendments hereto shall come into force upon expiration of five business days from the date of placement thereof by the Customer on the public procurement web portal (goszakup.gov.kz);

3) monitor the actual contingent of pupils of a preschool establishment by reconciliation of the attendance log of pupils of a preschool establishment, provided by the Provider, with the information of the National Educational Database (the "NEDB") and (or) information system of the Education Authority - when placing a public educational order for preschool education and training in the manner prescribed by paragraph 2 of Chapter 2 of the Placement Rules;

4) to request from the Provider the attendance log of pupils of a preschool establishment in the form/s, approved by the Customer and placed on its Internet resource, for monitoring the actual contingent of pupils of a preschool establishment - when placing a public educational order for preschool education and training in the manner prescribed by paragraph 2 of Chapter 2 of the Placement Rules;

5) suspend payment hereunder until the Provider provides the Customer with the documents provided for by subclause 5) of clause 2.5 of the Agreement (with a note of the second-tier bank, which provided the payment service) confirming the reimbursement to the budget of amounts of financing for each pupil unreasonably included in the attendance log of pupils of a preschool establishment, as well as the payment to the budget of penalty provided for by subclause 1) of clause 7.5 of the Agreement - when placing a public educational order for preschool education and training in the manner prescribed by paragraph 2 of Chapter 2 of the Placement Rules;

6) to demand from the Education Authority the timely transfer of budget funds to the Customer for the purposes of placement of a public educational order for preschool education and training, within the limits approved by the Education Authority of budget funds for a relevant fiscal year, according to the application for financing submitted by the Customer.

3.2. The Customer shall undertake to:

1) send via the public procurement web portal the appropriate notifications to the Providers/Education Authority for the purposes of accession thereof to the Agreement placed on the public procurement web portal, as well as send a written notification to the second-tier bank/National Postal Operator, whose information systems and (or) mobile applications are ready for implementation of this Agreement, for the purposes of accession thereof to the Agreement;

2) verify the List of Providers and the list of Service Recipients, not later than five business days after receipt thereof from the Education Authority in order to ensure that the data contained therein corresponds to the data from the public electronic information systems, including the NEDB. If any discrepancy is detected between the data of the Providers specified in the List of Providers and (or) the data of the Service Recipients specified in the List of Service Recipients, verify it in the Customer's risk management system. If any incorrectness of data is detected as a result of verification, notify the Education Authority of the need to exclude non-compliant children from the list of Service Recipients and (or) non-compliant preschool establishments from the List of Providers whose data do not correspond to the data of the public electronic information systems, including the NEDB;

when placing a public educational order for preschool education and training in the manner prescribed by paragraph 2 of Chapter 2 of the Placement Rules:

3) before the 5th day of each month provide the Education Authority with an application for transfer of funds of the public educational order for preschool education and training;

4) in case of identification of discrepancies of the Services provided, notify the Provider in written, including via the public procurement web portal, in case of refusal to accept the Services with reasoned justifications;

5) sign by electronic digital signature the Service Provision Report issued by the Provider within 10 business working days from the day of its receipt from Provider or refuse to accept the Services with indication of reasoned justifications;

6) after approval of the Service Provision Report, accept the electronic invoice of the Provider;

7) make payment in the manner and within the deadlines determined hereby, except for occurrence of the event specified in Clause 2.7 of this Agreement;

when placing a public educational order for preschool education and training in the manner prescribed by paragraph 3 of Chapter 2 of the Placement Rules:

8) provide the second-tier bank/National Postal Operator with the list of Service Recipients and the List of Providers for the purposes of notification by the second-tier bank/National Postal Operator of the Service Recipients' Representatives and Providers on opening of bank accounts and (or) registration in the information system and (or) mobile application of the second-tier bank/National Postal Operator - in case of absence of such registration;

9) verify in its risk management system the information on the Service Recipients that have not opened bank accounts and have not registered in the information system and (or) mobile application of the second-tier bank/National Postal Operator;

10) before the 5th day of each month, after provision by the second-tier bank/National Postal Operator of information on the Service Recipients, which opened bank accounts, send to the Education Authority an application for transfer of funds from a public education order for preschool education and training, taking into account personalized financing by recipients of educational services with attachment of calculations of payments for each Service Recipient specified in the list of Service Recipients;

11) make monthly transfer of funds intended for subsequent non-cash transfer to the respective Providers for the Services provided thereby to the accounts of the respective Service Recipients opened with the second tier bank/National Postal Operator;

12) verify in its risk management system the information on the Service Recipients' Representatives who did not confirm the attendance log of pupils of a preschool establishment, as well as on the Providers that resolved to refuse to satisfy the requests of the Service Recipients' Representative's to change the attendance log of pupils of a preschool establishment due to disagreement therewith (with reason of disagreement);

13) notify the Education Authority on refunds from bank accounts due to exclusion of the Service Recipient from the list of Service Recipients, relocation of the Service Recipient to another settlement, death of the Service Recipient, termination of a bank account agreement with the Service Recipient;

14) provide the Education Authority with information to exclude the Service Recipients from the list of Service Recipients whose representatives have not confirmed the attendance log of pupils of a preschool establishment during two consecutive months, except for the cases of failure to confirm the attendance log of pupils of a preschool establishment due to disagreement with the data contained therein.

3.3. The Provider shall be entitled to demand payment from the Customer for the Services actually provided and accepted by the authorized representatives of the respective Parties hereunder, within the limits of the total amount of the Agreement, except for occurrence of the event specified in Clause 2.7 of this Agreement.

3.4. The Provider shall undertake to:

1) ensure complete and proper fulfillment of its obligations hereunder;

2) in fulfillment of its obligations hereunder, ensure the compliance of provided services with the requirements of the legislation of the Republic of Kazakhstan, including in the area of education;

3) at the first request of the Customer, provide information on the progress of fulfillment of obligations hereunder;

4) reimburse to the Parties in full for the loss caused thereto due to improper fulfillment by the Provider of the terms and conditions of the Agreement and/or other unlawful actions of the Provider;

5) ensure the consent of parents (guardians, legal representatives) of pupils of a preschool establishment to transfer of personal data of pupils of a preschool establishment to the Parties, as well as to collection and processing of personal data received by the Parties, within the framework of a public educational order, by including the provision of the mentioned consent in educational services agreement between the Provider and the Service

Recipients' Representatives, according to Clause 1 of Article 8 of the Law of the Republic of Kazakhstan "On Personal Data and Protection thereof";

6) timely update the information in the NEDB and information system of the Education Authority on the actual contingent of pupils of a preschool establishment and the design capacity of a preschool establishment;

7) provide the Services in accordance with the State mandatory standard of preschool education and training;

8) ensure the availability of relevant valid notification on commencement of activities in the area of preschool education and training during the validity term of the Agreement;

9) in case of revealing the ban to provide educational services related to termination of validity of the notification of the Provider on commencement of activities in the area of preschool education and training, reimburse to the Customer in full the expenses incurred from budget funds in connection with placement by the Customer of a public educational order to the Provider during the period of such ban;

10) in case of change in location, address or other contact data, notify the Customer in written within fifteen calendar days from the date of such change;

11) in case of receipt of the Customer's notification on identification of non-compliances of the Services provided, take measures to eliminate the non-compliances specified by the Customer, without any additional costs on the part of the Customer within the period specified by the Customer in the notification;

12) sign an instrument on termination of agreement for placement of public educational order for preschool education and training, previously concluded with the Education Authority for the current fiscal year, in connection with conclusion of this Accession Agreement;

when placing a public educational order for preschool education and training in the manner prescribed by paragraph 2 of Chapter 2 of the Placement Rules:

13) fill in on a daily basis the attendance log of pupils of a preschool establishment in the information system of the Education Authority, or, if there is no such system at the time of accession to this Agreement, in the information system determined by the second-tier bank/National Postal Operator.

14) execute and send to the Customer via the web portal the Service Provision Report approved by electronic digital signature;

15) upon issuance of the Service Provision Reports, provide the Customer with the documents preceding the payment, prescribed by subclauses 4) - 5) of clause 2.5 of the Agreement;

16) after signing the Service Provision Report by the Customer, issue an electronic invoice;

when placing a public educational order for preschool education and training in the manner prescribed by paragraph 3 of Chapter 2 of the Placement Rules:

17) pass through registration (if any) in the information system and (or) mobile application of the second-tier bank/National Postal Operator;

18) fill in, on a daily basis, the attendance log of pupils of a preschool establishment in the mobile application of the second-tier bank/National Postal Operator and (or) in the information system determined by the second-tier bank/National Postal Operator;

19) consider the reason of disagreement of the Service Recipients' Representatives with the attendance log of pupils of a preschool establishment and make a decision on satisfaction/rejection of the Service Recipients' Representative's request to change the attendance log of pupils of a preschool establishment due to disagreement therewith (with reason of disagreement).

3.5. The Education Authority shall be entitled to demand from the Parties the information on the progress of placement of a public educational order for preschool education and training.

3.6. The Education Authority shall undertake to:

1) provide the Customer with facilities required for placement of a public educational order for preschool education and training, including permanent access (login and password) to the relevant information system of the Education Authority and (or) NEDB for the purposes of reconciliation of attendance logs of pupils of a preschool establishment with the data of the Providers specified in the Service Provision Reports;

2) transfer budget funds to the Customer for placing a public educational order for preschool education and training, within the limits of the budget funds approved by the Education Authority for a relevant fiscal year, in the amount and within the deadline according to the Customer's application for financing.

3) on a timely basis form and provide the Customer with the current list of Providers and the list of Service Recipients formed by the Education Authority in accordance with the Placement Rules, as well as all amendments and (or) additions thereto;

4) reimburse to the Customer the loss, including damage, costs and other loss caused by non-fulfillment and (or) untimely fulfillment by the Education Authority of the obligations stipulated in subclauses 1) - 3) of this clause of the Agreement;

5) on the public procurement web portal terminate agreements with the Providers with which the Customer has concluded this Agreement, without application by the Education Authority of any penalties to such providers due to such termination of agreements;

when placing a public educational order for preschool education and training in the manner prescribed by paragraph 3 of Chapter 2 of the Placement Rules:

6) ensure a simplified one-time procedure for the Service Recipients' Representatives to obtain authorizations from guardianship or custody authority to carry out debit transactions from the child's bank account opened with the second-tier bank/National Postal Operator to the Providers from the List of Providers for the entire validity period of the Agreement.

3.7. The second-tier bank/National Postal Operator shall be entitled to demand from the Customer the provision of the up-to-date List of Providers and the list of Service Recipients, as well as all amendments and/or additions thereto.

3.8. The second-tier bank/National Postal Operator shall undertake to:

when placing a public educational order for preschool education and training in the manner prescribed by paragraph 3 of Chapter 2 of the Placement Rules:

1) notify the Service Recipients' Representatives of the need to open a bank account and send them instructions for registration in the information system and (or) mobile application of the second-tier bank/National Postal Operator based on the list of Service Recipients provided by the Customer;

2) on the basis of the List of Providers submitted by the Customer, send a notification to the Providers on the need to register in the information system and (or) mobile application

of the second-tier bank/National Postal Operator. The notification on the need to register in the information system and (or) mobile application of the second-tier bank/National Postal Operator shall not be sent to the Providers previously registered in the information system and (or) mobile application of the second-tier bank/National Postal Operator;

3) place the List of Providers submitted by the Customer in the information system and (or) mobile application of the second-tier bank/National Postal Operator;

4) on a monthly basis before the 5th day send to the Customer the information on the Service Recipients which opened bank accounts in the form agreed with the Customer;

5) send to the Customer the information on the Service Recipients whose representatives have not registered in the information system and (or) mobile application of the second-tier bank/National Postal Operator;

6) provide the Customer with the information on the Service Recipients' Representatives who have not confirmed the attendance log of pupils of a preschool establishment;

7) after confirmation of the attendance log of pupils of a preschool establishment by the Service Recipients' Representatives, transfer funds in the amount calculated in accordance with the agreed attendance log of pupils of a preschool establishment and the annex hereto, from bank accounts of the Service Recipients to bank accounts of the Providers along with sending a payment notification to the Service Recipients' Representatives;

8) in case of overpayment and (or) underfinancing in the reporting month, make recalculation in the next month;

9) debit in an acceptance-free manner:

- funds remaining unused as of 31 December of a fiscal year from accounts of the Service Recipients and transfer the funds to the Customer within five business days;

- funds remaining on bank accounts of the Service Recipients in case of exclusion of the Service Recipient from the list of Service Recipients, relocation of the Service Recipient to another settlement, death of the Service Recipient, termination of bank account agreement with the Service Recipient and transfer thereof to the Customer within two business days;

10) on a monthly basis not later than the 15th day, provide the Customer with information on the used funds for placement of a public educational order for preschool education and training according to the form agreed with the Customer;

11) submit the attendance log of pupils of a preschool establishment to the NEDB within ten business days after the end of a reporting month;

12) ensure the compliance with the intended purpose of budget funds designed for subsequent non-cash transfer to the Providers for preschool education and training services provided thereby to the respective Service Recipients, including preventing the facts of:

- transfer of budget funds from a bank account opened in the name of one Service Recipient to the Provider's account in order to pay for educational services for another Service Recipient or other third party;

- issue cash from bank accounts of the Service Recipients opened within the framework of placement of a public educational order for preschool education and training, taking into account personalized financing by recipients of educational services;

13) ensure uninterrupted operation of its information system and (or) mobile application.

3.9. The Service Recipient's Representative shall be entitled to demand that the second-tier bank/National Postal Operator provide the current list of Providers, as well as all amendments and (or) additions thereto, by placing thereof in the information system and (or) mobile application of the second-tier bank/National Postal Operator.

3.10. The Service Recipient's Representative shall undertake to:

1) register in the information system and (or) mobile application of the second-tier bank/National Postal Operator, provided that the relevant notification from the second-tier bank/National Postal Operator is received, and sign a bank account agreement according to the form approved by the second-tier bank/National Postal Operator;

2) select via the information system and (or) mobile application of the second-tier bank/National Postal Operator a suitable Provider, included into the List of Providers, with which it is necessary to conclude an electronic Agreement for provision of educational services on preschool education and training;

3) confirm the attendance log by the Service Recipient of a preschool establishment not later than the last day of a reporting month. If the Service Recipients' Representatives do not confirm the attendance log of pupils of a preschool establishment within the above-mentioned deadline, including due to disagreement with attendance log of pupils of a preschool establishment, the latter shall be automatically considered as confirmed by the Service Recipients' Representatives.

3.11. By acceding hereto, the Service Recipients' Representatives shall:

1) understand and accept that the funds received on the Service Recipients' account opened with the second-tier bank/National Postal Operator for placing a public educational order for preschool education and training, taking into account personalized financing by recipients of educational services, are not the property of the Service Recipient and (or) its Representative and is subject to refund to the respective local budget, including in case of misuse thereof and on other grounds provided for herein;

2) give its consent to the second tier bank/National Postal Operator to debit on an acceptance-free basis the funds from the Service Recipient' account in cases prescribed by subclause 9) of clause 3.8 of the Agreement;

3) give its consent to disclosure/submission by the second-tier bank/National Postal Operator of information constituting banking and other secrets protected by law to the Parties for the purpose of fulfillment of the Agreement.

4. Verification of the Services for compliance with technical specification

4.1 The Customer or its representatives may conduct control and verification of the Services provided for compliance with the requirements specified in the technical specification (Annex 1 hereto). In this case, all costs of these verification shall be borne by the Provider. The Customer shall notify the Provider in written in due time of its representatives designated for this purpose.

4.2. The Services provided hereunder shall comply with or exceed the standards indicated in the technical specification.

4.3. If in the course of verification, the results of the Services provided are recognized as non-compliant with the requirements of the technical specification (Annex 1 hereto), the Provider shall take measures to remedy the non-compliance with the requirements of the

technical specification, without any additional costs on the part of the Customer, within the deadline determined by the Customer in the notification for remedying non-compliance with the requirements of the technical specification.

4.4. None of the above-mentioned clauses shall release the Provider from any other obligations hereunder.

5. Provision of Services

5.1. The Services shall be provided by the Provider within the period from ____ to ____ 2024, but not earlier than the date of inclusion by the Education Authority of the respective Provider into the List of Providers for 2024.

5.2. The Services shall be deemed to have been provided on a condition that the Services are fully provided by the Provider and accepted by the respective authorized representatives of the Parties in complete compliance with the terms and conditions of this Agreement.

6. Guarantee

6.1. The Provider shall guarantee to ensure the uninterrupted, high quality and timely provision of the Services.

6.2. The Provider shall guarantee free of charge elimination of errors, defects and other inconsistencies in the Services.

6.3. The Parties shall promptly notify the Provider in written of all claims related to this guarantee, and then the Provider shall take remedial actions at its own expense, including all costs related thereto, within the deadline determined by the respective Party in the notification.

6.4. If the Provider, upon receipt of the notification, fails to take appropriate remedial actions on a timely manner, the Party concerned may impose required sanctions and take remedial actions at the Provider's expense and without prejudice to any other rights that the Party concerned may have against the Provider.

7. Liability of the Parties

7.1. In case of non-fulfillment or improper fulfillment by the Parties of their obligations hereunder, all disputes and disagreements shall be settled in accordance with the applicable legislation of the Republic of Kazakhstan.

7.2. If the Customer/Education Authority fails to pay to the Provider the funds due thereto within the deadlines specified herein, except for the cases of sequestration and/or insufficiency of funds in the control account of respective budgets/bank account, then the Customer/Education Authority shall pay to the Provider a forfeit (penalty) on delayed payments in amount of 0.1% (zero point one) of the amount due for each day of delay. At the same time, the total amount of forfeit (penalty) shall not exceed 10% of the total amount of debt to be repaid.

7.3. Payment of forfeit (fine, penalty) shall not release the Parties from fulfillment of their obligations hereunder.

7.4. The Provider may not transfer its obligations hereunder, in whole or in part, to anyone without preliminary written consent of the Customer.

7.5. The Provider shall be liable for:

1) reliability of the attendance log of pupils of a preschool establishment provided to the Customer, according to the applicable legislation of the Republic of Kazakhstan and the data on the actual contingent of pupils of a preschool establishment entered into the NEDB and (or) information system of the Education Authority, in the form of reimbursement of amount of financing and payment to the budget of a forfeit in amount of annual per capita standard of financing per pupil per year for each pupil unreasonably included in the attendance log of pupils of a preschool establishment for a relevant month, respectively, not later than three business days from the date of sending by the Customer to the Provider of the relevant payment demand. At the same time, the total amount of the penalty shall not exceed 700 monthly calculation indices established by the law on the republican budget effective at the time of detection of violation and calculation of forfeit penalty.

The demand for payment of the penalty shall be sent by the Customer to the e-mail and (or) telephone number specified by the Provider on the public procurement web portal, or, in their absence, to the postal address specified on the public procurement web portal.

The liability in the form of forfeit payment stipulated by this subclause shall not apply to the Providers that have independently informed the Customer in written on unreliability of previously provided information about actual contingent of pupils of a preschool establishment;

2) non-fulfillment of the obligation stipulated by subclause 8) of clause 3.4 of this Agreement, in the form of full reimbursement of expenses incurred at the expense of budget funds in connection with placement by the Customer of a public educational order to the Provider during the period of ban for rendering educational services by the Provider, related to termination of validity of the Provider's notification on commencement of activity in the area of preschool education and training, to the republican budget through the Customer.

8. Agreement validity and termination provisions

8.1. The Agreement shall come into force from the date of its signing by the Customer's electronic digital signature on the public procurement web portal, and shall apply to the relations of the Parties arising from _____ 2024, but not earlier than the date of inclusion by the Education Authority of the corresponding Provider into the List of Providers for 2024.

The Agreement shall be effective until 31 December 2024, except for subclause 8) of clause 3.4 and clause 7.5 of this Agreement, which are valid until the Provider completely performs its obligations hereunder.

8.2. The Customer may at any time unilaterally withdraw from the Agreement by sending a written notice to the Provider if the Provider becomes a bankrupt or insolvent. In this case, the withdrawal from the Agreement shall be effective immediately and the Customer shall have no financial obligation to the Provider, provided that the withdrawal from the

Agreement shall not prejudice or affect any rights of action or sanctions that have been or will subsequently be imposed against the Provider.

8.3. The Agreement may be terminated as agreed by the Parties, in case of impracticability of its further fulfillment.

8.4. When the Agreement is canceled due to the mentioned above circumstances, the Provider shall be entitled to demand payment from the Customer only for the actual expenses related to termination of the Agreement as of the date of termination.

8.5. Without prejudice to any other sanctions for breach of the Agreement, the Customer may terminate this Agreement in whole or in part by sending a written notice of default to the Provider:

- 1) if the Provider is unable to render services within the deadlines stipulated hereby or within the extension period of this Agreement granted by the Customer;
- 2) if the Provider is unable to fulfill its obligations hereunder.

9. Notification

9.1. Any notification given by one Party to the other Party hereunder shall be given by paid registered mail or by telegraph, telex, facsimile, telefax, web portal or e-mail as specified by the Parties on the public procurement web portal.

9.2. Notification shall take effect upon delivery or on the specified effective date (if indicated in notification), whichever occurs later.

10. Force Majeure

10.1. The Parties shall not be liable for any failure to fulfill the provisions of the Agreement if it is the result of force majeure.

10.2. The Provider shall not be liable for payment of penalties or termination of the Agreement due to non-fulfillment of its provisions if the delay in performance of the Agreement is the result of force majeure.

10.3. For the purposes of the Agreement, “force majeure” means an event beyond the control of the Parties and of an unforeseeable nature. Such events may include but are not limited to acts of war, natural or Acts of God and others.

10.4. In the event of force majeure, the Provider shall immediately give written notice to the Customer of such circumstances and the reasons thereof. Unless otherwise instructed in written by the Customer, the Provider shall continue to fulfill its obligations hereunder as far as reasonably practicable and shall seek alternative methods of fulfilling the Agreement independent of force majeure.

11. Dispute resolution

11.1. The Parties shall use their best endeavors to resolve in direct negotiations all disagreements or disputes arising between them hereunder or in connection therewith.

11.2. If after such negotiations the Parties are unable to resolve a dispute hereunder, either Party may request that the dispute be resolved in accordance with the legislation of the Republic of Kazakhstan.

12. Miscellaneous

12.1. Taxes and other obligatory payments to the budget shall be paid in accordance with the tax and customs legislation of the Republic of Kazakhstan.

12.2. Transfer of obligations of one of the Parties is permitted only with the written consent of the Customer.

12.3. The Agreement is made in the Kazakh and Russian languages with equal legal force, concluded via the web portal.

12.4. In all other matters not regulated hereby, the Parties shall be governed by the legislation of the Republic of Kazakhstan.

Customer:

Financial Center JSC (on behalf and at the expense of the Education Authority)

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_____ **A.I. Ibraimov**

**Technical specification
of education/training services**

1. General information

1.1 The purpose of provision of education/training services (the “Services”) by the Provider is to provide preschool education and training services, as a result of passing general educational programs in accordance with the public compulsory education standards, within the framework of the public educational order for preschool education and training.

2. Service features

2.1. The services are provided in accordance with the cost of expenses per pupil indicated in Table 1.

Table 1

**Cost of expenses per pupil per month in preschool education and training
establishments for**

Group		Without extra payments for living in environmental disaster and radiation risk areas		With extra payments for living in environmental disaster areas	
		city	village	city	village
General educational	Part-time groups, pre-primary education classes at a comprehensive school	23,704	26,478	28,549	31,322
	Group with a 9-hour stay	49,553	55,100	60,214	65,761
	Group with a 10,5-hour stay	53,878	60,119	65,872	72,112
Sanatorium group		80,970	91,371	100,960	111,361
Correctional group		97,475	110,476	122,462	135,463