PUBLIC AGREEMENT ON THE PROVISION OF PHYSICAL FITNESS AND RECREATIONAL SERVICES

The present agreement on rendering physical culture and fitness services (hereinafter referred to as the Agreement) represents the offer of the network of stretching studios "Lady Stretch" and defines mutual rights, obligations and the order of relations between the **individual entrepreneur Milana Shirshikova**, registered by the National Agency of Public Registry of Georgia**,** identification number **306476569,** hereinafter referred to as the **"Contractor, Sports Club",** and the **Client**, who accepted (accepted) the public offer (proposal) to conclude this Agreement.

1. DEFINITIONS USED IN THIS CONTRACT

1.1 The terms and definitions used in this Agreement shall have the following meaning:

Sports club - network of stretching schools "Lady Stretch" of individual entrepreneur **Shirshikova Milana;**

Client - a legally capable natural person who has joined this Agreement and uses the services of the Sports Club;

Coach - a specialist with the knowledge and skills to conduct training at the Sports Club, who directs training sessions and supervises the correct and safe execution of physical exercises;

Subscription - the Client's personalized electronic club card for the use of the Sports Club services in accordance with the terms and conditions of this Agreement;

Rules of visiting the Sports Club (Rules) - the regulations approved by the Contractor and obligatory for all Clients, regulating the order of visiting the Sports Club and the behavior of Clients in order to maintain order, avoid injuries, compliance with safety regulations;

Sports Club Price List (Price List) - a document approved by the Contractor, reflecting its pricing policy and containing information about the cost of single classes and Subscriptions for the use of the Sports Club services. The current version of the Price List is published on the Licensee's information resource (website) at: https://lady-stretch.one/.

2. SUBJECT MATTER OF THE CONTRACT

2.1 In accordance with this Agreement, the Client entrusts, and the Sports Club assumes the obligation to provide the Client with sports services provided for by the Rules of the Sports Club, and the Client undertakes to pay the cost of services provided for in this Agreement and the Price List (remuneration for a single lesson or the cost of a subscription to the Sports Club) and to comply with the Rules of visiting the Sports Club.

3. CONTRACT CONCLUSION PROCEDURE

3.1 This Agreement is a public contract, according to which the Sports Club assumes the obligation to provide sports services, provided by the Rules of visiting the Sports Club, in respect of an indefinite number of persons (Clients) who applied for the specified services.

3.2 Publication (placement) of the text of this Agreement on the information resource (website) of the Sports Club at the address: https://lady-stretch.one/ is a public offer of the Sports Club addressed to an indefinite number of persons (Clients) to conclude this Agreement.

3.3 Conclusion of this Agreement shall be made by means of the Client's accession to this Agreement, i.e. by means of the Client's acceptance of the terms and conditions of this Agreement as a whole, without any conditions, exceptions and reservations.

3.4 The Client's acceptance of the terms and conditions of this Agreement shall be the Client's payment of the cost of services (remuneration for a single lesson or the cost of the Subscription) in accordance with the procedure and on the terms and conditions specified in this Agreement.

3.5 This Agreement, provided that the procedure for its acceptance is observed, shall be deemed concluded and shall have full legal force.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES. TERMS AND CONDITIONS OF SERVICES.

4.1 The Customer shall have the right to:

4.1.1. to visit the Sports Club during its opening hours;

4.1.2. use sports services provided by the Sports Club;

4.2 The Client undertakes to:

4.2.1. to comply with the Rules of visiting the Sports Club;

4.2.2. to sign up for the first 3 (three) classes on the day of purchase. These classes cannot be canceled;

4.2.3. immediately notify the Sports Club of any medical contraindications, if the services of the Sports Club may cause damage to the life or health of the Client, as well as contraindications that create or may create a threat to the life or health of other clients and staff of the Sports Club. Otherwise, the Client shall be liable in accordance with the norms of the current legislation;

4.2.4. to pay the cost of sports services in a timely manner in accordance with the procedure stipulated in clauses 5.1 - 5.4 of this Agreement;

4.2.5. to treat the property of the Sports Club with care, prevent equipment breakdowns and immediately report violations of the rules of attendance (damage to property, equipment breakdowns) to the coach;

4.2.6. to compensate for the loss (damage) of the Sports Club's property in accordance with the current tariffs or in the amount of the damage caused;

4.2.7. in case the Client feels any pain/deterioration during the exercise, immediately notify the Trainer about his/her condition. Otherwise (the Client has kept silent about the pain, performed exercises through pain, etc.) the Client has no right to make any claims neither to the Trainer, nor to the Sport Club, respectively, all responsibility for his/her physical condition, possible injuries/strains, received as a result of this, shall be borne by the Client himself/herself;

4.3 The sports club shall have the right:

4.3.1. to request a medical examination (certificate) in the presence of obvious signs indicating that the state of health of the Client may pose a threat to the health of other clients or staff of the Sports Club, and in case of confirmation of these signs - to temporarily terminate unilaterally the provision of services;

4.3.2. to deny the Client access to the Sports Club (temporarily terminate unilaterally the provision of services) if there are obvious signs that the Client is under the influence of alcohol, drugs or toxic intoxication or is trying to bring any weapons, explosives or poisonous substances into the territory of the Sports Club, as well as in case of violation by the Client of his/her obligations under clause 2.1 of this Agreement;

4.3.3. to demand from the Client to stop actions that violate the Rules of visiting the Sports Club, and in case of ignoring the remarks of the Sports Club employees - to ask the Client to leave the Sports Club;

4.4 The sports club undertakes to:

4.4.1. to provide the Client with sports services provided for by the Rules of Attendance and the price list of the Sports Club according to the schedule of the Sports Club;

4.4.2. after payment for the services in the manner prescribed by clauses 5.1 - 5.4 of this Agreement, issue an electronic season ticket in the Client's name. The season ticket is the main document, which records information about the visit to the Sports Club, extension/suspension of services under this Agreement;

4.4.3. not to unilaterally terminate the agreement early during the validity period of the subscription, except for the reasons specified in clause 9.3.2 of this Agreement.

4.5 Group lessons are organized on condition of enrollment of at least 3 persons in the group.

In the case of fewer people enrolled in group lessons, the Sports Club has the right to cancel the lesson, notifying the Client by phone, or in writing using SMS-messages, if the subscriber is unavailable/unanswered.

4.6 When purchasing a season ticket "personal training", 1 person can train with the Trainer.

4.7 Cancellation or postponement of the training session (with saving the payment) can be made at least 5 hours before its start, otherwise - the payment for this unused training session is not refundable to the Client, as well as the fact that

the Client has no right to demand from the Club to increase the amount of training under the Subscription (at the expense of unused training session).

5. COST OF SERVICES, PAYMENT PROCEDURE

5.1 The cost of services shall be determined in accordance with the Price List approved by the Contractor, effective immediately on the day of purchase of services and publicly available on the Internet at: https://lady-stretch.one/.

5.2 The cost of services, type of subscription and (or) number of purchased one-time or personal lessons shall be reflected in the invoice for payment submitted (sent) to the Client (hereinafter - the Invoice), which is an integral part of this Agreement.

5.3 The cost of services shall be paid by the Client on the basis of the Invoice by transferring funds to the current account of the Contractor, or by cash deposit to the cash desk or through the terminal of the Sports Club.

5.4 The date of payment for the cost of services is the date of receipt of funds to the account of the Contractor in the servicing bank or the date of cash deposit to the cash desk of the Sports Club.

6. LIABILITY OF THE PARTIES

6.1 The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations under this Agreement in accordance with the legislation of Georgia.

7. FORCE MAJOR.

7.1 The Parties shall be released from liability for partial or full non-fulfillment of obligations under this Agreement, if the non-fulfillment was a consequence of force majeure circumstances that arose after the conclusion of this Agreement and which the Party could not foresee. Force majeure circumstances include events which the Party cannot influence and for the occurrence of which it is not responsible (earthquake, flood, fire, other natural disasters, power outages/ or computer network failures, strikes, riots, etc.).

8. PROCEDURE FOR MAKING AMENDMENTS AND ADDITIONS TO THE CONTRACT

8.1 Amendments and (or) additions to this Agreement shall be made unilaterally by decision of the Contractor and shall come into force from the moment of their publication on the official website of the Sports Club at the following address: https://lady-stretch.one/.

8.2 Changes introduced into the Contractor's Price List shall come into force from the moment of posting the new tariffs at the Internet address https://lady-stretch.one/.

8.3 In case of disagreement with the amendments and (or) additions made, the Customer has the right to unilaterally withdraw from the Contract. A notice of unilateral withdrawal from the Agreement shall be any written notice of the

Customer, made on paper or in electronic form, of disagreement with the amendments and (or) additions made, or of non-adherence to the new version of this Agreement or of refusal to comply with its terms and conditions.

8.4 The Parties unconditionally agree that silence (absence of written notices of unilateral withdrawal from the Agreement or disagreement with certain provisions of the Agreement, including changes to the Price List) is recognized as the Customer's consent and adherence to the new version of this Agreement.

8.5 The Customer shall be obliged to independently monitor the changes made to the Agreement and the Price List on the Sport Club's information resource at the Internet address https://lady-stretch.one/. Continued fulfillment of the terms and conditions of this Agreement shall constitute the Client's consent to the amended terms and conditions of the Agreement/Price List.

9. TERM OF THE CONTRACT AND PROCEDURE FOR ITS TERMINATION

9.1 This Agreement shall be deemed concluded from the moment of payment by the Client of the cost of services in accordance with the procedure stipulated in clauses 5.1 - 5.4 of this Agreement.

9.2 This Agreement shall be valid until the limit of purchased or included in the cost of the Subscription classes expires, but not more:

9.2.1. when purchasing season tickets: for 12 lessons - 3 months; for 24 lessons - 6 months; for 48 lessons - 8 months; for 96 lessons - 12 months;

9.2.2. when purchasing one-time or personal training - 6 months.

9.3 This Agreement may be terminated:

9.3.1. at any time by mutual consent of the Parties, formalized in the form of an additional written agreement drawn up in electronic form or on paper;

9.3.2. by unilateral withdrawal from the Contract at the initiative of the Contractor in the following cases:

- the Client's violation of the Sport Club Rules or the terms and conditions of this Agreement;
- violation of the subscription payment procedure by the Customer;
- identification of the Client's documented contraindications that pose a threat to the life or health of other clients or staff of the Sports Club;

9.3.3. by unilaterally withdrawing from the Agreement at the initiative of the Customer. In this case, if the season ticket was purchased at a promotion or discount, the funds for unused services shall not be returned to the Client.

9.4 In case of early termination of the Agreement at the initiative of the Customer, the refund of the price paid for the subscription shall be made subject to the following conditions:

9.4.1. group classes are recalculated:

(a) First workout, based on 50 GEL;

b) second workout based on 45 GEL;

c) the third workout, based on 45 GEL;

d) all subsequent trainings are calculated on the basis of the price of a single session - 40 GEL.

The balance of the deductions mentioned in subparagraphs a) - d) of this paragraph shall be returned to the client less 30% of the cost of the season ticket for the expenses incurred by the sports club;

9.4.2 Personal training sessions are recalculated:

(a) First workout, based on 100 GEL;

b) second workout, based on 85 GEL;

c) the third workout, based on 85 GEL;

d) all subsequent trainings are calculated on the basis of the price of a single session - 69 GEL.

The balance of funds minus those specified in subparagraphs a) - d) of this paragraph shall be returned to the client.

9.5 If the subscription has expired but there are unused lessons left, the Client has the right to transfer up to 5 (five) remaining lessons to a new subscription. Transfer is possible only if the subscription is renewed within 7 calendar days from the end of the previous one. Transferred lessons are valid within the new subscription and do not extend its duration.

10. DISPUTE RESOLUTION PROCEDURE

10.1 All disputes and disagreements related to this Agreement shall be settled by the Parties through negotiations.

10.2 If the Parties fail to resolve all disputes in accordance with the procedure established by clause 10.1 of this Agreement, all disputes arising from this Agreement, including those related to its conclusion, amendment, termination, fulfillment, invalidity shall be resolved in court in accordance with the legislation of Georgia.

11. OTHER CONDITIONS

11.1 The Parties irrevocably agree that this Contract is concluded at the address of the location of the Sports Club.

11.2 By entering into this Agreement, the Customer hereby declares and confirms that:

11.2.1. has full legal capacity to conclude and execute this Agreement;

11.2.2. has no medical contraindications to the provision of services by the Sports Club, which may cause damage to the life or health of the Client, as well as the life or health of other clients and staff of the Sports Club;

11.2.3. has familiarized and accepts all the terms and conditions of this Agreement in full without any exceptions and limitations on his/her part and undertakes to comply with them or to stop using the Sports Club services. If the Client does not agree with the terms and conditions of this Agreement or has no

right to conclude the Agreement on the stated conditions, he/she should immediately stop using the Sports Club services;

11.2.4. has familiarized and agrees with the terms and conditions of the Rules of visiting the Sports Club in full before using the services of the Sports Club;

11.2.5. the Agreement may be amended by the Sports Club in the manner specified in clause 8.1 of this Agreement without any special notice to the Client;

11.2.6. the information provided by the Customer when executing the services is complete and true;

11.2.7. gives his/her consent to the processing of his/her personal data by the Sports Club in accordance with the Personal Data Confidentiality Policy approved by the Contractor. The Client confirms that his personal data is provided voluntarily, knowingly, within the scope of this Agreement, the data specified by the Client is correct and true. The Executor guarantees to the Client that the personal data specified by him will be used exclusively for the purpose of proper fulfillment of the terms and conditions of this Agreement;

11.2.8. gives his/her consent to posting photos and videos with his/her participation in the information and telecommunication network "Internet".

11.3 In case any of the terms and conditions of this Agreement loses its legal force, is recognized illegal, or is excluded from this Agreement, it shall not entail invalidity of the remaining terms and conditions of this Agreement, which shall remain valid and binding on all Parties.

11.4 All issues not regulated by this Agreement shall be settled in accordance with the current legislation of Georgia.

15. DETAILS OF THE PARTIES

15.1 The Parties unconditionally agree to consider the information provided by the Customer during the registration and payment for services as the Customer's details.

15.2 The Contractor's requisites:

Individual entrepreneur Shirshikova Milana
ID 306476569
Georgia,
tel./fax +995 591 288 682
e-mail: ladystretch.georgia@gmail.com

JSC Credo Bank, Tbilisi, Georgia,
IBAN GE69CD0360000037611457
SWIFT: BAGAGE22
Beneficiary:
Shirshikova Milana

The current version of the public contract was posted on 24/04/2025 and is effective the next day from the date of posting.