

**Agreement**  
**on the Provision of Physical Fitness and Wellness Services**

using the Parabolica mobile application,  
the name in Russian being Parabolica

This Agreement constitutes an offer by Baliabin Petr Dmitrievich (hereinafter referred to as the "Contractor"), from which the Contractor's intention is evident to enter into an agreement on the terms set forth in this offer with any person who accepts it in accordance with Articles 437 and 438 of the Civil Code of the Russian Federation, on the terms set out below.

**Terms and Definitions.**

For the purposes of this Agreement and the legal relations related to its performance, the following terms and definitions shall apply:

- a) Contractor - Baliabin Petr Dmitrievich (TIN 770501176432), registered at: Apartment 197, Building 3, Pokryshkina Street, Moscow, who carries out independent activity without forming a legal entity or hiring employees for the purpose of earning income. Baliabin Petr Dmitrievich applies the special tax regime "Tax on Professional Income" in his independent activity.
- b) Co-contractor, Coach - a third party possessing skills and competencies in the field of physical fitness and wellness services, engaged by the Contractor to provide services.
- c) Client - a legally capable individual who has acceded to this Agreement.
- d) Membership - the Client's personal right to consume the services during the paid period in accordance with the terms of this Agreement. The Membership may not be transferred to another person, exchanged or refunded, except upon the occurrence of the events specified in clauses 4.1.3 and 4.1.4 of this Agreement.
- e) Agreement - this agreement, including all amendments and supplements thereto.
- f) Application - the Parabolica mobile application, the name in Russian being Parabolica, a software product intended for use on smartphones, tablets and other mobile devices. The Application is installed on the Client's mobile device through interaction with the Internet telecommunications network after being downloaded to the mobile device through access to digital distribution centers (application stores).
- g) Training Plan - a document containing information on the number, type and location of group training sessions available for the Client to attend with an active Membership. The Training Plan is posted in the Application and may be adjusted by the Contractor at the Contractor's discretion, provided that the number of available training sessions shall not be less than two training sessions per week.

**1. SUBJECT MATTER OF THE AGREEMENT**

1.1. The Client instructs, and the Contractor undertakes, to provide the Client with access to physical fitness and wellness services by means of participation in group training sessions organized by the Contractor in areas adapted for physical activity within the city of Moscow (parks, public gardens, embankments, other recreational areas and public spaces), in the scope reflected in the Training Plan, for the period of the paid Membership. The Client undertakes to pay for the Membership in accordance with the Contractor's Tariffs.

1.2. By accepting the terms of the Agreement, the Client confirms that:

- a) The Client has reviewed the terms of this Agreement in full before paying for the Membership.
- b) The Client accepts all terms of this Agreement in full, without any exceptions or limitations.
- c) The Agreement (including any part thereof) may be amended by the Contractor without any special notice. The new version of the Agreement shall enter into force from the moment it is posted in the Application or brought to the Client's attention by sending a message to the Client's email address.

1.3. The objectives of providing physical fitness and wellness services under this Agreement are:

1.3.1. strengthening the Client's health and preventing disease;

1.3.2. comprehensive and harmonious development of the Client's physical qualities and improvement of body composition;

1.3.3. developing the Client's basic technique of essential and professionally applied motor skills and abilities, and improving them;

1.3.4. developing the Client's sustainable interest in sports in general and cyclic sports in particular, and increasing interest in independent training;

1.3.5. introducing the Client to a sports lifestyle, encouraging daily physical activity and achieving regularity in training;

1.3.6. analyzing the results obtained by the Client during training sessions, informing the Client about the dynamics of the Client's physical activity indicators, and providing recommendations for improving the results achieved.

## **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

2.1. During the term of the Membership, the Client has the right to:

2.1.1. attend group training sessions organized by the Contractor at the place and time specified in the Application;

2.1.2. receive physical fitness and wellness services provided by the Contractor in accordance with the national standards of the Russian Federation, GOST R 57615-2017, Requirements for Fitness Programs;

2.1.3. have group training sessions held in areas that meet reasonable safety standards and have a favorable environmental and technogenic situation;

2.1.4. receive prior information about training sessions available for attendance by means of notifications through the Application and/or email;

2.2. The Client shall:

2.2.1. When attending group sessions, act in good faith and comply with all instructions of the Coach concerning the training program, safety and the Client's health condition;

2.2.2. Immediately notify the Coach of any medical contraindications to participating in the training session and refrain from participating in the training session if any symptoms of health problems are present;

2.2.3. Inform the Coach of any lack of skills and/or physical qualities required to perform the tasks within the training program, correlate the capabilities of the Client's body with the proposed level of load, and avoid the risk of overexertion or injury;

2.2.4. Avoid participating in training sessions in the presence of any diseases and avoid creating a threat to the life or health of other clients and coaches;

2.2.5. Ensure the availability of the serviceable and functional gear and equipment, protective equipment and safety-enhancing equipment required to perform the training program;

2.2.6. Timely pay the cost of the Membership specified in clause 3.1 of this Agreement;

2.2.7. Treat fellow group participants and the Coach with respect and care, and immediately inform the Coach of any circumstances that become known to the Client and that may adversely affect the course of the training session, create problems for its participants, or pose threats to their life and health.

2.3. The Contractor has the right to:

2.3.1. Require a medical examination (certificate) if there are obvious signs indicating that the Client's health condition may pose a threat to the health of other clients or the Contractor's personnel, and, if such signs are confirmed, temporarily suspend the provision of services unilaterally;

2.3.2. Deny the Client access to the services (temporarily suspend the provision of services unilaterally) if there are obvious signs that the Client is under the influence of alcohol, narcotic or toxic substances, or is attempting to bring any types of weapons, explosives or poisonous substances to the training session;

2.3.3. Require the Client to cease actions that disrupt the normal course of the training session or create obstacles for other participants, and, if the Client ignores the remarks, ask the Client to leave the group session;

2.3.4. Refuse to admit the Client to a training session, stop the training session and/or require the Client to leave the training session in the following cases:

a) the Client shows signs of health problems;

b) the Client lacks sportswear and footwear appropriate for the type of training session being conducted;

c) the Client lacks the serviceable and functional gear and equipment, and protective equipment required to perform the training program;

d) the Client has no paid Membership;

e) antisocial, immoral or uncultured behavior, manifestations of rudeness and impoliteness, breach of public order, or disrespect for established social norms.

2.4. The Contractor undertakes to:

2.4.1. When selecting combinations of physical exercises offered during training sessions, their sequence, duration of sessions and the amount of proposed physical load, avoid risks of excessive overexertion and fatigue of the Client, as well as situations that increase the likelihood of injury;

2.4.2. When selecting Coaches engaged to provide services under this Agreement, ensure a level of their technical and professional skills, personal qualities and communication abilities that allows the Client's potential to be maximally developed and the services to be provided in accordance with the objectives set out in clause 1.3.

2.4.3. Be liable to the Client for the quality of the services provided, regardless of whether the services are provided personally by the Contractor or by a Coach engaged by the Contractor.

2.4.4. After the Client pays for the Membership, provide access to the services under this Agreement;

2.4.5. Not terminate the Agreement unilaterally before the expiration of the Membership term, except under the conditions specified in clause 4.1 of this Agreement.

2.4.6. Take a creative approach to building the model of group sessions and choosing locations for them, take into account and strive to implement in its programs all available progressive methods and technical innovations for training in the field of services provided under this Agreement.

2.4.7. When choosing places for group training sessions, give priority to public areas and spaces that do not require a fee for access; clarify in advance the rules and regime for visiting the locations selected for training sessions, the presence of restrictions and prohibitions, and timely communicate such information to the Client.

2.4.8. Take the weather forecast into account when forming the Training Plan and prevent training sessions from being held under abnormal climatic indicators and weather conditions.

2.4.9. Inform the Client of the recommended types of clothing and footwear for participation in a training session, and, for technical sports training sessions, also inform the Client of the permissible type and characteristics of gear and equipment, and the necessary protective equipment and safety-enhancing equipment.

### **3. COST OF SPORTS SERVICES AND SETTLEMENT PROCEDURE**

3.1. The Client shall pay for the services on a monthly basis in the amount of the cost of the monthly Membership period by transferring funds using an online payment aggregator. Payment reporting and the forwarding of such reporting to the Client and to the controlling tax authority shall be performed by the payment aggregator accepting the payment;

3.1. The cost of the Membership shall be determined by the Contractor's Tariffs, which constitute Appendix No. 1 to this Agreement. The Contractor has the right to unilaterally change the Membership Tariffs by posting them in the Application; however, such changes may not affect the Membership period already paid by the Client.

#### **4. SUSPENSION AND EARLY TERMINATION OF THE AGREEMENT**

4.1. The Agreement shall be subject to early unilateral termination at the initiative of the Contractor in the following cases:

4.1.1. The Client breaches the terms of this Agreement;

4.1.2. The Client breaches the procedure for payment of the Membership;

4.1.3. The Client is found to have documented contraindications that pose a threat to the life or health of other clients, the Contractor or the Coach. In such case, the cost of paid but not provided services shall be refunded;

4.1.4. By unilateral notice of termination of the Agreement, given no later than one month before the proposed termination date. In such case, the cost of paid but not provided services shall be refunded.

4.2. The Agreement shall be subject to early unilateral termination at the initiative of the Client:

4.2.1. On the day the Contractor receives the relevant notice from the Client. In the event of early termination of the Agreement at the Client's initiative, funds paid for the Membership for the period of such Membership after the date of termination of the Agreement up to and including one month shall not be refunded and shall be considered by the Parties as compensation for the Contractor's efforts aimed at providing services under this Agreement.

#### **5. TERM OF THE AGREEMENT**

5.1. This Agreement is concluded for an indefinite term and enters into force for the Client from the moment of the first payment for services under this Agreement and remains in effect until the expiration of the Membership term.

#### **6. SPECIAL TERMS OF THE AGREEMENT**

6.1. By acceding to this Agreement, the Client confirms that the Client has no medical contraindications or prohibitions preventing participation in group training sessions organized by the Contractor and does not suffer from diseases that may cause harm to the life or health of the Contractor, Coaches or other participants in the training process.

#### **7. FORCE MAJEURE**

7.1. The Parties shall be released from liability for non-performance or improper performance of the Agreement if such non-performance or improper performance is caused by force majeure circumstances that the Parties could neither foresee nor prevent by reasonable actions.

7.2. Force majeure circumstances include natural phenomena: heavy rain, snowfall, wind, fire, flood (high water), earthquake, as well as technogenic incidents: accidents, fires, destruction, including those caused by unlawful actions of third parties, acts of state authorities restricting freedom of movement and the regime of use of urban environment facilities used by the Contractor to conduct training sessions under this Agreement, military actions and strikes.

Appendix No. 1  
to the Agreement  
on the Provision of Physical Fitness and Wellness Services  
using the Parabolica mobile application  
the name in Russian being Parabolica

**Tariffs for Physical Fitness and Wellness Services**

1. The Contractor hereby declares readiness to provide the Client with the right of access to physical fitness and wellness services at least twice per week by means of participation in group training sessions organized by the Contractor in areas adapted for physical activity within the city of Moscow (parks, public gardens, embankments, other recreational areas and public spaces), subject to purchase of the Membership on the following terms:

1.1. One-month Membership at the price of 2,999 Russian rubles. Payment is made on a prepayment basis; the Membership term begins on the date of payment;