

PUBLIC OFFER AGREEMENT

for the provision of artist performance organization services

1. GENERAL PROVISIONS

1.1. This Public Offer Agreement (hereinafter referred to as the Agreement) constitutes an official public offer made by Individual Entrepreneur **IE DADO** (hereinafter referred to as the Contractor) and defines the terms and conditions for the provision of artist performance organization services.

1.2. Any individual or legal entity that accepts the terms of this Agreement shall be deemed the Client.

1.3. This Agreement is concluded in accordance with Articles 387 and 389 of the Civil Code of the Republic of Kazakhstan.

2. TERMS AND DEFINITIONS

Offer - this public agreement made available in open access.

Acceptance - full and unconditional acceptance of the terms of this Agreement by making full or partial payment for the services or by confirming the Order.

Services - services for organizing a performance of the **DADO** music project or another artist by separate agreement of the parties.

Event - a concert, corporate, private, festive, or any other public or private event.

Order - agreement on the main terms of the Event (date, venue, format, price) in written or electronic form, including via messengers.

3. SUBJECT OF THE AGREEMENT

3.1. The Contractor undertakes to provide the Client with services for organizing an artist's performance, and the Client undertakes to accept and pay for such services.

3.2. The Services include, but are not limited to:

- organizing the artist's participation in the Event;
- agreeing on the performance terms;
- coordination of organizational and technical matters;
- interaction with the Client's representatives.

3.3. The specific terms of the Services shall be determined in the Order.

4. PROCEDURE FOR CONCLUDING THE AGREEMENT

4.1. This Agreement is an adhesion agreement.

4.2. Acceptance of this Agreement shall include:

- full or partial payment for the Services;
- written confirmation of the Order;
- other actions indicating acceptance of the terms of the Agreement.

4.3. From the moment of Acceptance, this Agreement shall be deemed concluded.

5. SERVICE FEES AND PAYMENT PROCEDURE

5.1. The cost of the Services shall be determined individually and agreed with

the Client prior to the commencement of the Services.

5.2. The primary settlement currency is Kazakhstani tenge (KZT).

5.3. The primary payment method is the Contractor's **Kaspi Pay** system.

5.4. The Client may make payment:

- independently or through third parties;
- from outside the Republic of Kazakhstan;
- in foreign currency (USD, KGS, or other currencies).

5.5. In the case of payment in foreign currency:

- funds shall be credited at the exchange rate of the bank or payment system;
- all conversion fees and related expenses shall be borne by the Client;
- the Contractor shall not be liable for exchange rate differences or commissions.

5.6. Payments from abroad are permitted without additional formalities, provided that the funds are actually credited to the Contractor.

5.7. The moment of payment shall be deemed the moment when funds are credited to the Contractor.

6. PAYMENT AND REFUND TERMS

6.1. Payment terms shall be determined individually and may include:

- 100% advance payment;
- staged payments;
- other agreed options.

6.2. In the event of the Client's refusal of the Services for any reason, paid amounts shall not be refunded unless otherwise agreed by the parties in writing.

7. REFUSAL OF SERVICES AND RESCHEDULING OF THE EVENT

7.1. The Client has the right to refuse the Services prior to the Event date by notifying the Contractor in writing.

7.2. The following shall also be deemed a refusal of the Services:

- cancellation of the Event;
- rescheduling the Event without prior agreement with the Contractor;
- failure to provide conditions necessary for the artist's performance;
- violation of the agreed payment deadlines.

7.3. In the event of refusal of the Services for any reason, paid amounts shall not be refunded and shall be considered compensation for the Contractor's organizational, time, and reputational expenses, unless otherwise agreed by the parties in writing.

7.4. Rescheduling of the Event date is possible only upon prior written agreement with the Contractor and subject to organizational and technical feasibility.

7.5. Rescheduling of the Event is not an obligation of the Contractor and shall be considered on a case-by-case basis.

7.6. If rescheduling of the Event is not possible, the Agreement shall be deemed terminated, and previously paid amounts shall not be refunded.

7.7. The Contractor has the right to refuse to perform this Agreement in the event of circumstances beyond the Contractor's control, including but not limited to:

- deterioration of the health of the artist or members of the team;
- occurrence of force majeure circumstances;
- cancellation or significant changes in transportation services;
- actions or decisions of governmental authorities;
- other circumstances objectively preventing the performance of obligations,
provided that the Client is notified within a reasonable time.

8. RIGHTS AND OBLIGATIONS OF THE PARTIES

The Contractor shall:

- provide the Services properly;
- maintain confidentiality of the Client's information.

The Contractor has the right to:

- engage third parties;
- suspend the provision of the Services in case of violation of the Agreement;
- refuse to perform the Agreement on the grounds provided herein.

The Client shall:

- make timely payment for the Services;
- provide proper technical and organizational conditions for the Event, including stage, sound, and lighting equipment;
- ensure the safety of the artist and accompanying persons at the Event venue;
- comply with the agreed requirements and regulations of the Event.

8.1. The Contractor shall not be liable for deterioration of performance quality, delays, or inability to perform if such circumstances result from the Client's failure to provide proper technical, organizational, or security conditions or from actions of third parties engaged by the Client.

8.2. The Contractor shall not be liable for delays in the start of the performance or reduction of its duration if such circumstances arise due to the fault of the Client, the Event venue, or third parties.

8.3. The Client shall not interfere with the performance process of the artist, except in cases previously agreed with the Contractor.

9. LIABILITY OF THE PARTIES

9.1. The parties shall bear liability in accordance with the legislation of the Republic of Kazakhstan.

9.2. The Contractor shall not be liable for:

- actions of third parties;
- actions of the artist beyond the Contractor's control;
- technical failures of banks and payment systems;
- force majeure circumstances.

9.3. The Client acknowledges the creative and subjective nature of the artist's activity.

The Contractor does not guarantee that the result of the Services will meet the subjective expectations of the Client, event guests, or third parties.

9.4. Partial performance of obligations by the Contractor shall not constitute grounds for refusal of payment or for claiming a refund unless otherwise agreed by the parties.

9.5. The maximum liability of the Contractor shall be limited to the amount actually received from the Client.

10. FORCE MAJEURE

10.1. The parties shall be released from liability for partial or total non-performance of obligations due to force majeure circumstances.

10.2. Such circumstances include natural disasters, illnesses, flight cancellations, decisions of public authorities, military actions, and other circumstances beyond the control of the parties.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

11.1. All materials related to the artist's performance are the intellectual property of the Contractor and or the artist.

11.2. Photo, video, and audio recording and subsequent use of such materials shall be permitted only with the consent of the parties.

11.3. Use of the artist's name, stage image, logos, and other associated elements in advertising and informational materials is permitted only with the prior consent of the Contractor.

11.4. The Contractor has the right to use Event materials for advertising and promotional purposes.

12. PERSONAL DATA

12.1. The Client consents to the collection, processing, and storage of personal data for the purposes of performing this Agreement.

12.2. The Contractor has the right to conduct photo and video recording during the Event and to use the obtained materials for marketing purposes.

13. NOTIFICATIONS AND COMMUNICATION

13.1. The parties acknowledge the legal validity of notifications, approvals, and correspondence conducted via messengers (including WhatsApp and Telegram), as well as via email, unless otherwise expressly agreed by the parties.

14. DISPUTE RESOLUTION

14.1. The applicable law shall be the law of the Republic of Kazakhstan.

14.2. All disputes shall be subject to pre-trial settlement.

14.3. Disputes shall be resolved by the court at the location of the Contractor.

15. TERM OF THE OFFER

15.1. This public offer shall remain valid indefinitely and may be withdrawn or amended by the Contractor at any time by publishing an updated version in open access.

16. CONTRACTOR'S CONTACT DETAILS

Contractor:

Individual Entrepreneur **IE DADO**

Contact and legal representative:

Sherzod Madumarov

Republic of Kazakhstan, Almaty

Contact phone:

+7 702 444 1111



DADO WHATSAPP



DADO TELEGRAM