CAMBRIDGE
UNIVERSITY PRESS & ASSESSMENT

**Sale Agreement**

**Commercial Term Sheet**

Cambridge and the Customer wish to work together with the ultimate aim of developing their partnership and growing sales of the Products in the Territory. Accordingly Cambridge has agreed to sell its Products to the Customer on the commercial terms set out below ("**Commercial Terms**") in return for the Customer meeting its obligations including the minimum order quantities stated on this Commercial Term Sheet.

Cambridge will apply the Commercial Terms to each order submitted by the Customer (each an "**Order**"). Each Order will be subject to Cambridge's standard Conditions of Sale, a copy of which are available here: www.cambridge.org/about-us/legal-notices/conditions-sale/. Each Order submitted shall constitute a separate contract between the Customer and Cambridge but shall incorporate the Conditions and these Commercial Terms (together "**the Agreement**"). In the event of any conflict the Commercial Terms shall prevail.

The following Commercial Terms shall apply for a period of 12 months from the date of this Commercial Term Sheet ("**Initial Term**") and shall be revised at each Annual Meeting for the following 12 month period. Following the expiry of the Initial Term, without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than six months' written notice to the other party.

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| **Cambridge** | **THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE** acting through its department **CAMBRIDGE UNIVERSITY PRESS & ASSESSMENT**, whose principal office is at Shaftesbury Road, Cambridge, CB2 8EA, United Kingdom. |
| **Customer Name**<br>*(including address and SAP Account ID)* | **STUDY INNOVATIONS LLP**<br>597A Seifullin Avenue, Almaty, Kazakhstan<br>Account number 60029736 |
| **Products:** | Any products set out in Cambridge's International English Language Catalogue which Cambridge agrees to sell to the Customer as specified in each Order |
| **Discount**<br>*on Cambridge's List Prices, to be applied to each Order* | ELT 'E' (Course books & work books) Terms products 70%<br>ELT 'I' (Trade & self-study materials) Terms products 70%<br>ELT 'O' (Online only) Terms products 50% |
| **Promotional Copies:** | Cambridge shall supply, free of charge, 5% of the volume of the units of Products purchased. Promotional Copies are strictly for use for marketing and promotional purposes and/or as teacher support materials where appropriate. Customer shall provide, on Cambridge's request information regarding how Promotional Copies have been used. |
| **Minimum Annual Order Quantity**<br>*Orders in aggregate must meet or exceed this minimum value for each Cambridge Financial Year.* | Cambridge Financial Year 2023 (1st August 2022 – 31st July 2023): 80,000 GBP |
| **Territory** | Kazakhstan |
| **Marketing and Promotion** | The Customer and Cambridge will discuss at each Annual Meeting a programme detailing monthly Marketing and Promotional activities for the following Calendar Year with a specific focus on the Spring promotional season. The Customer shall submit a final written Marketing and Promotional programme to Cambridge by 1st January the following calendar year. |
| **Sales Reporting** | The Customer shall provide Cambridge with monthly reports setting out, from the start of the calendar year to date and in comparison to the same month the previous calendar year:<br>• Unit sales of each Product ISBN<br>• Stock levels of each Product ISBN<br>• Details about adoptions:<br>  o Name of institution adopting Products<br>  o ISBNs each institution is adopting<br>  o Size of adoption (Product units required & anticipated revenue). |

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| **Purchase Forecasting** | By 31st March each Calendar Year, the Customer shall provide Cambridge with a written forecast of anticipated Product purchases by month, Product series and ISBN for the 12 months from the date of each forecast. |
| **Approved Credit & Payment Terms** | **Payment Terms:** 150 days<br>**Credit Limit:** 70,000 GBP<br>**Currency:** GBP<br>Cambridge shall have the discretion to increase or reduce the Customer's Credit Limit at any time, as circumstances require. |
| **Account Representatives** | **Cambridge**: Matthew Yallop (matthew.yallop@cambridge.org)<br>**Customer**: Gulnar Bekzhanova (Academicd@studyinn.kz) |
| **Annual Meeting** | The Customer and Cambridge shall meet annually to review these Commercial Terms, assess performance over the previous year and, in light of that, review and agree terms for the next year, including minimum order quantity, discounts and future provision of Promotional Copies. The date of the meeting shall be: November 2022 |
| **Special Conditions** | None |

Agreed to and signed by:

Name: Duncan Christelow

For and on behalf of Cambridge

Date: 05 / 07 / 2022

Agreed to and signed by:

Name: Gulnar Bekzhanova

For and on behalf of the Customer

Date: 05 / 07 / 2022

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# Audit trail

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