

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is entered into by and between Astana International University (AIU), 8, Kabanbay Batyr Avenue, Nur-Sultan City, Z05H0T3, Republic of Kazakhstan and Webster University (“WU”) 470 E. Lockwood Ave, St. Louis, MO, 63119 U.S.A. , AIU and WU may individually be referred to as a “Party”, or collectively as the “Parties”.

WHEREAS,

- WU is a private non-profit, comprehensive university accredited by the Higher Learning Commission, and authorized by the U.S. Department of Education;
- AIU is a private university accredited in the Republic of Kazakhstan, and licensed to implement educational programs in the Republic of Kazakhstan;
- WU is authorized to establish partnerships and affiliation with qualified educational entities, subject to the approval of relevant authorities.
- Astana International University (AIU) is authorized to create partnerships that advance education and innovation across multiple sectors of the economy of Republic of Kazakhstan.
- WU and AIU share a mutual interest in providing educational experiences for students, enabling them to function effectively in an interdependent world.
- WU and AIU wish to enter into an agreement to collaborate in educational and scientific activities in Kazakhstan;
- WU and AIU warrant and represent that they have no obligations or indebtedness that would impair their ability to fulfill the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provisions and assurances set forth in this document and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE

This Agreement sets forth certain general terms and conditions that will govern Parties' activities to collaborate to launch a joint scientific research institute and a joint educational venture being a part of AIU and WU with the aim of offering undergraduate, graduate programs, as well as advanced training programs. Potential undergraduate, graduate, and advanced training offerings (collective "Educational Offerings") which the Parties may choose to collaborate on are set forth in Appendix A. Each Educational Offering will undergo a comprehensive analysis before approval to launch by the Parties.

In the event that the Parties come to agreement regarding one or more Educational Offering as outlined in this Agreement, Webster and AIU will enter into additional written agreements setting forth their respective obligations in connection with that particular Educational Offering. These additional written agreements will take the form of a Program Schedule, and may include additional terms and conditions specific to that Educational Offering. Any future Program Schedule executed by the Parties shall form a part of, and will be hereby incorporated by reference into this Agreement, and the Educational Offerings set forth in Program Schedules will be subject to all of the terms and conditions set forth in this Agreement, unless specifically stated otherwise in the Program Schedule. In the event of a conflict between this Agreement and the specific Program Schedule, the terms and conditions set forth in the Program Schedule will control.

II. CONDITION OF EFFECTIVENESS

This Agreement will enter into force after it is signed by the Parties and written copies of documents confirming the approval of the Parties from the appropriate public authorities and accreditation organizations are provided. This Agreement will not take effect until WU is provided with written copies of all necessary executed documents from government of the Republic of Kazakhstan. After commencement, this Agreement shall continue May 31, 2025. Prior to the end of this period, the Parties shall discuss renewal of this Agreement in good faith. Should both Parties reach a positive consensus, the renewal will be executed accordingly.

III. CORE ACADEMIC FUNCTIONS

1. Academic Requirements & Policy. The parties understand that WU, within the framework of this Agreement, carries out joint educational programs with AIU with the award of academic degrees of WU. WU programs may align to the extent possible with the requirements of the educational standards of the Republic of Kazakhstan, and WU, shall determine the format of the Educational Offerings regarding following issues: admission requirements; transferability of any previously earned educational credit; language requirements; degree requirements; grading and assessment of student achievement; and faculty teaching credentials. The parties agree that the requirements for applicants to Educational Programs must meet the admission standards for the corresponding WU educational programs,.
2. Language of Instruction. The language of instruction for all Educational Programs will be English.
3. Curriculum. WU will retain sole discretion in regard to, and responsibility for, all curriculum content and quality of any programs developed or delivered in connection with this Agreement. WU, shall retain ownership rights to all academic programs and curriculum and related materials for performance of

this Agreement, as set forth in more detail in Article IX, and the AIU agree not to use any such programs, curriculum or related materials for its own purposes without the written consent of WU.

4. Advising Prospective Students. The AIU shall advise prospective students as to the curriculum of any programs solely for the student's use in deciding whether to enroll; Advice on admission standards or other academic matters is provided within WU's purview. Where appropriate, AIU may refer students to applicable WU resources, such as academic departments, admissions personnel, or financial aid professionals, for detailed information.
5. Program Faculty. WU, in coordination with AIU, shall decide on recruiting, employing, managing, and compensating all program faculty.
6. Academic Freedom. WU shall be granted academic freedom pursuant to its established policies and practices while delivering its programs in Kazakhstan.
7. Maintenance of Academic Records and Related Information. WU, in coordination with AIU, will be responsible for maintaining academic records and information concerning all students enrolled in the Programs for the period of time required by applicable law. All such student enrollment and financial records will be considered Confidential Information and subject to applicable data privacy regulations.

IV. ADMINISTRATIVE FUNCTIONS

1. Facilities Use. AIU will coordinate WU's access to and use of facilities in Nur-Sultan, on the basis of mutual interest, for delivery of degree, non-degree, advanced training, and related activities.
2. Marketing. WU will provide AIU with branding and content guidelines for advertising, publications, and the design and format of an advertising publication that will mention WU and its educational programs. Initial materials will be reviewed and approved in writing by WU before use. Following that

approval, only new promotional copy that deviates from the brand and content guidelines will require review and approval in writing by WU.

- a. Marketing Materials. AIU shall use commercially reasonable efforts to market WU programs to potential students for purposes of generating qualified applicants to the programs. For the marketing of the programs, the AIU may prepare and distribute promotional literature, advertising copy, design ideas and other marketing materials deemed necessary and appropriate by WU (collectively, "Marketing Materials"). AIU is required to obtain WU's prior written approval of all Marketing Materials.
 - b. Social Media. WU may provide AIU with the opportunity to develop content which would be posted to WU social media account(s) (including but not limited to: Facebook, LinkedIn, Twitter, Instagram, YouTube, blogs on the .edu), for the purposes of posting and promoting the Educational Programs. The parties understand that the publication of such materials will be determined at their own discretion.
3. Enrollment. Subject to the terms and conditions of this Agreement, and in a manner consistent with applicable law and accreditation standards, AIU in coordination with WU agrees to use commercially effective efforts to recruit students to enroll in the programs associated with the Education Offering, and to meet the target numbers agreed with WU.
 4. Collection of Tuition and related Fees. AIU will retain primary responsibility for the collection of all tuition and related fees under Educational Offerings. WU agrees to provide AIU with billing instructions.
 5. Banking, Payroll, and Payment for Goods and/or Services. WU, in coordination with AIU, will be responsible for handling the payroll for its academic employees. AIU agrees to assist WU as requested on related issues, including but not limited to, applicable banking regulations.

V. ACCREDITATION

1. Joint Responsibilities. The Parties agree to work collaboratively to develop and submit required documents to gain any necessary approvals from any accrediting agencies in the U.S. or Kazakhstan. Parties will not claim for itself the institutional accreditation of other Party. All references to accreditation must be approved in writing by Parties.
2. Official Credentials. AIU warrants diplomas, transcripts and other academic awards of WU issued upon the Educational Offerings shall be recognized as an official credential of higher education in Kazakhstan.
3. HLC Accreditation. AIU agrees to assist WU with preparation of any required documents for HLC Accreditation and on-site visit that may be required.

VI. APPLICABLE LAW

1. Joint Responsibilities. The Parties agree to work collaboratively to develop and submit required documents to gain any necessary approvals from the U.S. or Kazakhstan.
2. Registration in Kazakhstan. AIU shall ensure proper registration of the joint Institute and implemented Educational Offerings in accordance with the legislation of the Republic of Kazakhstan. AIU shall provide the necessary assistance to WU in obtaining the necessary permits for the implementation of Educational Programs in Kazakhstan. If necessary, AIU shall organize meetings with authorized bodies, shall provide language support for official meetings, negotiations, written document flow, and the process of obtaining approvals on the territory of the Republic of Kazakhstan.
3. Non-Profit Status. The parties shall recognize WU as a non-profit organization. WU exemption from taxes and mandatory contributions to the budget (including: income tax on income from educational activities in Kazakhstan at the source of payment, customs duties for imported computer and office equipment, textbooks,

literature and multimedia products related to the implementation of Educational Offerings in Kazakhstan) shall be resolved in accordance with the current legislation of the Republic of Kazakhstan

4. Visa Support. AIU shall provide assistance in issuing visas and subsequent visa support to WU's research, teaching, and administrative staff involved in the implementation of this Agreement, as well as their family members.
 - a. AIU shall provide assistance in obtaining temporary registration and its renewal in the prescribed manner to the bodies of migration service of MIA of RK for academic and administrative staff of WU, in the framework of this Agreement.
5. Compliance with applicable laws of the country of implementation of Educational Offerings. The parties agree to comply with all applicable laws in the country of implementation of educational programs.
 - a. Non-discrimination. The Parties assure that no person shall be discriminated against based on the grounds of race, color, religion, national origin, disability, age, gender, marital status, or sexual orientation, or for any other reason prohibited by applicable law. Nor shall either party exclude anyone from participating in activities or enjoying the benefits of this Agreement based on this discrimination or any other basis prohibited by applicable law.

VII. TERMINATION

1. This Agreement shall automatically terminate if the Parties are unable to provide accreditation or obtain licenses to provide educational services.
2. The parties have the right to terminate the Agreement as a result of the recommendations of state authorities.
3. Failure of the Parties to materially comply with any of the terms and conditions of this Agreement, or other written agreements entered into pursuant to this

Agreement, shall be considered a material breach. The Parties are given 30 days to cure the breach. If such breach cannot be cured reasonably within such 30 day period, or if the Parties fail to diligently commence to cure such breach themselves within 30 days after written notice, the Parties shall have the right to terminate this Agreement after 30-day written notice

4. The Parties have the right to terminate the Agreement without cause, for convenience, upon 90 days written notice.
5. In the event of termination of this Agreement for any of the above reasons, the Parties agree that students who are studying under the Educational Offering should be given the opportunity to obtain a degree within the agreed training plan, in accordance with the legislation and accreditations bodies of the parties . Termination of the Agreement should not cause harm to students. The final termination of this Agreement cannot be performed until the completion of the training.
6. In the event the Agreement is terminated for any of the reasons set forth above, the Parties may choose to renew this Agreement or enter into a new Agreement. Any such agreement must be mutually agreed in writing.

VIII. FINANCIAL ARRANGEMENTS

1. Tuition and Fees. Students will be charged tuition and fees based upon the prevailing rates and schedule established by WU in coordination with AIU for its Educational Offerings delivered in Kazakhstan.
2. Revenue Share. The parties agree to a profit-sharing model that is based on the sharing of funds received from tuition fees under the Educational Offerings. The final amount will be determined after deducting all refunds and refunds paid to students in accordance with WU's refund policy.
3. Property Management Services. The parties agree that WU makes certain investments for the implementation of educational programs in Kazakhstan, and

AIU provides the material and technical base on mutually beneficial terms.

4. Payment Terms for Revenue Sharing. The revenue sharing, the fees due the AIU shall be invoiced as follows:

WU will provide the AIU with instructions for billing tuition fees to all students enrolled in the program no later than twenty (20) days after the first day of enrollment in the Educational Offering. AIU shall be responsible for collecting tuition fees from students as instructed, and remitting WU's share to WU in two installments per semester.

WU will perform any required reconciliation prior to submitting billing instructions to AIU as set forth above, to ensure that it does not include students who fail to enroll in courses per the applicable Program Schedule. WU shall also perform any required reconciliation to account for students who received full or partial tuition refunds based on the applicable Add/Drop refund policies at WU.

5. All financial transactions between AIU and WU will be carried out in accordance with the current legislation of the Republic of Kazakhstan and accomplished via wire transfer.

IX. CONFIDENTIALITY

1. Confidential Information. During the term of this Agreement, either Party may disclose to the other Party information that it considers to be confidential that is marked as such at the time of disclosure or, if unmarked (e.g., orally or visually disclosed) is designated as confidential at the time of disclosure and is confirmed as such in writing by the disclosing Party within thirty (30) days of the disclosure ("Confidential Information"). Each Party shall use the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of Confidential Information received under this

Agreement as it uses to protect its own information of a similar confidential nature. Neither Party shall use any Confidential Information received under this Agreement for any purpose other than to perform its obligations as set forth in the Agreement. The obligations set forth shall remain in effect for a period of three (3) years following the first disclosure to the other Party, and shall survive termination or expiration of this Agreement.

2. Permitted Disclosure. The nonuse and nondisclosure obligations shall not apply to information that: (a) was in the receiving Party's possession prior to receipt from the disclosing Party; (b) is or becomes publicly known through no fault of the receiving Party; (c) is received by the receiving Party from a third party having an apparent bona fide right to disclose such Confidential Information, without a duty of confidentiality; (d) is disclosed by disclosing Party to a third party, without a duty of confidentiality on the third party; or (e) is independently developed by the receiving Party without the use of Disclosing Party's Confidential Information.
3. Required Disclosures. Nothing in this Agreement shall be construed to prevent a receiving Party from disclosing Confidential Information pursuant to an order of a court or other governmental authority with competent jurisdiction, provided that, to the extent practical, the disclosing Party has been given reasonable advance notice of the intended disclosure.

X. DATA PRIVACY AND SECURITY

The data protection addendum ("DPA") attached hereto as Schedule B to this Agreement is hereby incorporated into this Agreement by reference.

XI. NON-COMPETE CLAUSE

The parties agree not to prevent each other from entering into any agreements with other higher education institutions in the framework of educational and scientific activities.

XII. ADDITIONAL TERMS

1. Indemnification. The parties release the representatives of the other Party from liability and claims for damages if the damage was caused by the actions of the Party or its representatives, unless otherwise provided by the legislation of the host country.
2. No Approval or Endorsement. By entering into this Agreement, the Parties do not imply approval or endorsement of Academic Programs or Educational Offerings of institutions affiliated by the other Party.
3. Relationship of Parties. The Parties are independent entities and are not employees or agents of the other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities, between WU and AIU or between WU and AIU, its employees, agents, subcontractors or assigns, during or after the term of this Agreement.
4. Assignment. The Parties shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this provision shall be void.
5. Force Majeure. Notwithstanding any provisions of this Agreement, neither party shall be liable for any failure or delay in the execution of this Agreement that arises from fires, floods, strikes, embargoes, enemy actions, extreme weather conditions, war, riots, force majeure, natural disasters, travel restrictions by the state authorities of the Parties or for any other reason of the same nature beyond the control of the Parties. The duration of force majeure circumstances shall serve as the basis for the release of the Parties from the execution of this Agreement. The parties shall determine whether they wish to continue under the terms of the Agreement after these circumstances have subsided .
6. Notice. Any notice or other communication required or permitted under this

Agreement must be in writing and will be deemed to have been given when personally delivered, or 5 business days after mailed by certified or registered mail, postage prepaid, addressed to:

WEBSTER UNIVERSITY

Office of the President
Webster University
470 E. Lockwood Avenue
St. Louis, MO 63119,
USA

Astana International University:

Office of the President
8, Kabanbay Batyr, AVE
Nur-Sultan City, Z05H0T3
Republic of Kazakhstan

7. Amendments. This Agreement may be amended, extended, or renewed only by an instrument in writing, executed and acknowledged by the Parties.
8. Governing Law. The parties agree that the agreement will be governed and interpreted in accordance with the current legislation at the place of implementation of educational programs and that the protection of the intellectual property rights of the Parties in respect of this agreement should be implemented and regulated in accordance with the current legislation of the United States of America and the Republic of Kazakhstan.
9. Dispute Resolution. The Parties shall make good faith efforts to settle disputes between the Parties arising out of the interpretation and/or implementation of

any of the provisions of this agreement through mutual consultation and/or negotiation between the Parties. To the extent such of any dispute under this agreement cannot be resolved through mutual consultation between the Parties, the litigation of such dispute shall be filed on the territory of implementation of educational programs in accordance with the current legislation.

10. Severability. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, or entity, or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
11. Waiver. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the Parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
12. Entire Agreement. This Agreement states the entire understanding and Agreement between the Parties and supersedes any and all written or oral presentations, statements, negotiations, or Agreements previously existing between the Parties with respect to the subject matter of this Agreement.
13. Language. This Agreement is signed in 2 (two) copies, each of which is in Russian and English, and all copies shall have the same legal force. English shall be used in all documentation and technical information.

The parties agree that in the event of any doubts or disputes arising from or in

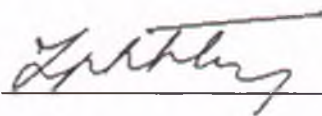
connection with the interpretation of this Agreement, the Russian version of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date of signature.

Webster University

Julian Schuster, Ph.D.

President



Signature

Astana International University

Serik Irsaliyev, Ph.D.

President



Signature

Date: 07 May 2020

Date: _____

APPENDIX A – POTENTIAL PROGRAM OFFERINGS

Undergraduate

1. Advertising and Marketing Communications (BA)
2. Computer Science (BS)
3. Economics (BA)
4. Film, Television & Video Production (BA)
5. Global Journalism (BA)
6. Graphic Design (BFA)
7. Interactive Digital Media (BA)
8. International Relations (BA):
9. Management Information Systems (BS)
10. Media Studies (BA)
11. Public Relations (BA)

Graduate

1. Advertising and Marketing Communications (MA)
2. Business Administration (MBA)
3. Business and Organizational Security Management (MA)
4. Communications Management (MA)
5. Environmental Management (MS)
6. Health Administration (MHA)
7. Information Technology Management (MA)
8. Management and Leadership (MA)
9. Media Communications (MA)
10. Procurement and Acquisitions Management (MA)
11. Education & Innovation (MA)
12. Teaching English as a Second Language (MA)

13. Educational Technology (MA)

14. STEM (MA)

APPENDIX – B Data Privacy