

PUBLIC OFFER

FOR THE PROVISION OF SERVICES FOR ORGANIZING AND CONDUCTING PHYSICAL CULTURE, FITNESS, SPORTS EVENTS AND OTHER SERVICES

Phuket March 10, 2026

This Public Offer is an official proposal from **Veda Siam Company Limited** (Registration number 0835566032292, 10/130 Moo 5, Chalong, Muang Phuket, Phuket) (hereinafter referred to as the "Contractor") to conclude an Agreement for the provision of services for organizing and conducting physical culture, fitness, sports events, and other services (hereinafter referred to as the "Agreement") on the terms specified below with any person who has accepted this offer.

The Public Offer and its appendices are official documents of the Contractor and are published on its official website: <https://ludusphuket.com/>.

The Agreement is considered concluded on the terms reflected in the Public Offer on the date of Acceptance.

1. TERMS AND DEFINITIONS

Services – services for organizing and conducting physical culture, fitness, sports events, and other services.

Fitness Club – a physical culture and health complex located at: 10/130 Moo 5, Chalong, Muang Phuket, Phuket, which is specially designated and contains grounds and/or premises equipped with special technical means for organizing and conducting physical culture, fitness, sports events, and other services.

Applicant – a natural person whose data is specified in the Application Form, with whom the Agreement will subsequently be concluded.

Club Member – a natural person who has concluded an Agreement with the Contractor through the acceptance of the Public Offer, and who is the direct consumer of fitness services, intending to engage (engaging) at their own discretion in physical exercises to maintain and strengthen health, maintain high performance, and participate in various types of active recreation and leisure when using fitness services.

Application Form – Appendix No. 1 to the Agreement, completed by the Club Member.

Membership – a set of services defined by the Application Form, according to the Contractor's current price lists, purchased by the Club Member.

Membership Term – a period of time during which the Club Member may use the Contractor's services and after which this Agreement is considered terminated.

Additional Services – services that may be provided to Club Members by the Contractor or third parties, including, but not limited to, within the framework of organizing and conducting physical culture, fitness, sports events and other services, the cost of which is not included in the Membership and is paid separately. The rules for providing Additional Services are established in Appendix No. 4 to the Agreement.

Price List – a list of services provided by the Contractor with an indication of their cost, posted on the Contractor's information stands in the Fitness Club.

Freeze – suspension of the provision of services by the Contractor based on the Club Member's application, whereby the Membership expiration date is extended by the period of the used Freeze. The rules for applying the Freeze, as well as the application for using the Freeze, are established in Appendix No. 6 and Appendix No. 6.1 to the Agreement, respectively.

Club Visitation Rules – a list of rules of conduct and use of services, safety regulations when receiving services and visiting the Fitness Club, mandatory for compliance by Club Members, posted on the Contractor's official website <https://ludusphuket.com/>. Acceptance of this Offer means that the Club Member has familiarized themselves with the Club Visitation Rules and has agreed to comply with them.

Official Website – a web page located on the Internet at <https://ludusphuket.com/>.

Mobile Application – software developed for use on mobile devices and designed to provide Club Members with various functions and services. Having access to the "Ludus Sport Complex" mobile application, Club Members can receive information about the class schedule, event announcements, promotions or special offers from the Fitness Club, sign up for group classes, cancel classes, etc. The rules for using the mobile application are established in Appendix No. 3 to the Agreement.

Schedule – a service provision schedule approved by the Contractor unilaterally, which determines the time, dates and types of training/services available to Club Members. The Schedule includes information about group classes and other types of physical activity and services offered by the Contractor.

Visit – the Club Member's arrival at the Fitness Club territory and passage through the turnstile system using an identification means issued by the Contractor (club card, bracelet, etc.) in order to use the Fitness Club services.

2. SUBJECT OF THE AGREEMENT

2.1. The Contractor undertakes (independently or with the involvement of third parties) to organize and ensure the participation of the Club Member at their discretion in physical culture, fitness, and sports events organized in the Fitness Club within the framework of the Membership, as well as in Additional Services, and the Club Member undertakes to pay for them.

2.2. As Additional Services not included in the Membership, the Contractor may provide the following services:

- Organizing and conducting personal training sessions with a professional instructor;
- Organizing and conducting group training sessions in mini-groups with a professional instructor;
- Organizing and conducting group training sessions in studios and sections with a professional instructor;
- Consulting in the field of physical culture, as well as other services.

Additional Services are paid separately and may be purchased as one-time services, in blocks in the quantity specified in the Price List, based on certificates, or on other promotional terms assuming package purchase of services.

2.3. The procedure for purchasing, paying for, using, refusing to use, and returning paid funds in relation to certificates is defined in Appendix No. 7 of the Agreement, and in relation to one-time Additional Services and blocks of Additional Services – in Appendix No. 4 of the Agreement.

2.4. The list and quantity of services specified in clause 2.1 available to the Club Member depending on the type of Membership is determined by the Price Lists and recorded in the Application Form.

2.5. The place of service provision is the physical culture and health complex "LUDUS", located at 10/130 Moo 5, Chalong, Muang Phuket, Phuket.

2.6. In addition to the terms set forth in this Agreement and the Application Form, the Parties are also guided by the Club Visitation Rules.

The Contractor has the right to unilaterally change the content of the Club Visitation Rules, which is brought to the attention of the Club Member by posting the new edition of the rules on information stands in the Fitness Club, as well as on the official website of the Fitness Club. The Club Member independently monitors changes in the edition of the Club Visitation Rules.

3. METHODS OF CONCLUDING THE AGREEMENT, MEMBERSHIP PAYMENT

3.1. The Applicant sends an Application Form to the Contractor, in which they specify:

- The type of Membership (service provision period, cost of Membership, number of visits (if the number of visits is limited by the type of selected Membership), minimum number of freeze days, total number of freeze days), determined by the Price List;
- The Applicant with whom the Agreement is concluded and who will subsequently be the Club Member, indicating their personal data (Full Name, details of identity document, date of birth, residential address, access type (adults/children)).

3.2. The Application Form must be signed by the Applicant whose data is specified therein.

3.3. The Application Form is sent to the Contractor's email address () in the form of a readable color scanned document, or submitted on paper through the administration at the Fitness Club reception.

3.4. If the Application Form does not meet the requirements established by this subsection, the Contractor is not obliged to send an invoice.

3.5. The Contractor sends an invoice for payment to the Applicant's address, which displays the order number and order date, which will subsequently be used as the Agreement number and date. The invoice is sent to the Applicant's email address from which the Application Form with attachments was received, unless the Applicant has notified the Contractor in writing of the need to send the invoice to a different email address.

3.6. The cost of services to be paid by the Applicant is determined individually depending on the type and quantity of purchased Memberships and is displayed in the Application Form.

3.7. The total cost of services must be paid to the Contractor on the same day as the day the invoice for payment is sent to the Applicant.

3.8. Payment for the cost of services may be made by the Applicant in the following ways:

- By non-cash bank transfer to the Contractor's settlement account. In this case, the Applicant's payment obligation is considered fulfilled from the moment the funds are credited to the Contractor's settlement account.
- By depositing cash directly at the Fitness Club cash desk.

3.9. The Parties agree to consider the fulfillment by the Applicant of the obligation to pay the full cost of services within the period established in clause 3.7 as full and unconditional Acceptance of this Public Offer.

3.10. If the Applicant does not pay the full cost of services within the established period, the Agreement with the Applicant specified in the Application Form is not considered concluded on the terms of this Public Offer.

3.11. Funds paid by the Applicant in an incomplete amount before the expiration of the period specified in clause 3.7 of the Agreement are subject to return within 14 calendar days from the date of expiration of the period established in clause 3.7, unless otherwise agreed between the Parties in writing.

3.12. After concluding the Agreement, the Club Member undertakes to ensure the Contractor receives the original Application Form. Originals of documents on paper may be delivered by hand to the location of the Fitness Club or sent by mail (registered letter with notification and inventory).

4. TYPES OF MEMBERSHIPS, SERVICE PERIOD

4.1. Types of Memberships, upon which depend the service provision period (Membership Term), number of visits (if the number of visits is limited by the type of Membership), volume of services included in the Membership, and their cost, are specified in the Price List.

4.2. The Club Member independently determines the type of Membership they wish to purchase and reflects its conditions in the Application Form. If the conditions of the Membership type reflected by the Club Member in the Application Form do not correspond to the conditions contained in the Contractor's Price List, the Contractor has the right not to send an invoice for payment.

4.3. If the Parties to the Agreement have agreed on a certain number of visits that the Club Member can use within the service provision period, the end of such period occurs on (whichever comes first):

- The date when the Club Member has used the services the number of times specified in the Application Form;
- The expiration date of the Membership Term.

4.4. After the conclusion of the Agreement and receipt by the Contractor of the full cost of the Membership, upon the Club Member's first visit to the Fitness Club:

- The Club Member presents to the Contractor, for the purpose of verifying the accuracy of the data entered in the Application Form, the original identity document whose details are specified in the Application Form, as well as the original birth certificate if the Club Member is a person under the age of fourteen;
- The Contractor provides the Club Member with copies of this Public Offer, the Application Form regarding them, the Club Visitation Rules, conducts safety instructions, and the Club Member signs a document confirming receipt of said documents and completion of instructions. If necessary, other documents are signed between the Contractor and the Club Member (e.g., admission to certain training zones);
- The Contractor issues the Club Member a club card or other identification means (bracelet with a tag, etc.), provided the Club Member presents an identity document whose details are reflected in the Application Form.

4.5. The start date of the Membership Term (Membership activation) is determined by (whichever comes first):

- The date of expiration of 30 calendar days from the date of conclusion of the Agreement;
- The date of the first visit to the Fitness Club.

4.6. In case of refusal by the Club Member to undergo safety instructions, the Club Member independently bears the risks associated with violations of safety regulations. A note regarding the refusal to undergo instructions is made by the Fitness Club representative in the instruction log.

4.7. If, after the activation of the Membership, the Club Member has not commenced actual use of the Contractor's services, then after the expiration of the Membership Term specified in the Application Form, the services are considered rendered by the Contractor in a proper manner, and the Club Member does not have the right to demand a refund due to the fact that they did not actually use the Contractor's services.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Contractor has the right to:

- Unilaterally establish the list and cost of Additional Services not included in the Membership. The current list and cost of Additional Services are contained in the Price List. The Club Member independently monitors changes in the Contractor's Price List;
- Unilaterally establish and change the Schedule, Club Visitation Rules, opening hours of the Fitness Club or its individual parts, premises, hours of service use by access types to the Fitness Club, and replace the trainer stated in the Schedule. The Club Member is obliged to independently monitor such changes;
- Refuse to provide services or Additional Services in the absence of a club card or other identification means;
- Involve third parties for the provision of services;
- Assign its rights and obligations in full and/or partially to third parties without the consent of the Club Member, with the mandatory preservation of all terms of the Agreement;
- Use technical means of photo and/or video recording in the Fitness Club for the purpose of preserving the Contractor's property, ensuring safety, and controlling the lawful presence of individuals on the territory of the Fitness Club. The exercise of this right does not pursue the goal of collecting information about a specific person. Upon detection of illegal actions, materials obtained using the equipment specified in this paragraph may serve as evidence of these actions;
- Openly record and use information obtained during telephone conversations on telephone numbers used by the Contractor and/or third parties involved for this purpose, in order to ensure safety, quality control, and improvement of services provided. The exercise of this right does not pursue the goal of collecting information

about a specific person. Upon detection of illegal actions, recorded information may serve as evidence of these actions;

- Request from the Club Member documents provided for by the Agreement, as well as other documents necessary for the Contractor to assess the legitimacy of the Club Member's requirements (e.g., regarding the provision of benefits, postponement of the term for providing an Additional Service for a valid reason, etc.);
- Use a software complex (hereinafter – Club Program) for the purpose of fulfilling obligations under the Agreement, including, but not limited to, the following purposes:
 - Collection and processing of the Club Member's personal data;
 - Recording Club Members for services;
 - Accounting for payments and debts to the Contractor for services rendered;
 - Informing personal data owners about services, advertising campaigns, etc.;
 - To reflect data on freezes, services, Additional Services, and other information relating to the Club Member in the Mobile Application;
 - For other purposes not prohibited by current legislation.

5.2. The Club Member undertakes to:

- Ensure the preservation of club cards, other identification means, keys or other locking devices for lockers, locker cells, and not transfer them to third parties;
- Timely inform the Contractor in writing about the presence of diseases, medical contraindications that may make the services provided unsafe for the Club Member's health, about all changes in health status (including pregnancy), emerging difficulties, side effects, etc.;
- Provide the Contractor with the following personal data to receive services, including for the manufacture of identification means: Full Name, address, identity document details, biometric data: photograph;
- Immediately inform the Contractor in writing of any changes in personal data or circumstances capable of influencing the fulfillment of mutual obligations under the Agreement, including, but not limited to: loss, damage to the club card, other identification means, key, and/or item transferred to the Club Member for temporary possession and use by the Contractor, etc.

6. PROCEDURE FOR CHANGING THE LIST OF SERVICES INCLUDED IN MEMBERSHIP

6.1. The Contractor has the right, without the consent of the Club Member, to make changes to the Price Lists, which determine the list of services provided by the Fitness Club and included in the Membership.

6.2. The list of services may be changed both in the direction of its expansion (e.g., adding new sports directions, sections) and in the direction of its reduction (e.g., exclusion of certain sports directions from the list due to lack of demand).

6.3. The Club Member agrees that neither the expansion of the list of services nor its reduction affects:

- The cost of the already purchased Membership;

- The term of the already purchased Membership.

6.4. The conditions set forth in clause 6.3 mean that if new types of services are added to the list of services, Club Members have the right to use them based on current Memberships. The Contractor does not have the right to demand payment of any additional fees for the use by Club Members of new services included in the Membership, nor to reduce the validity period of the Membership in case of non-payment of such fees.

6.5. Likewise, in the case of exclusion by the Contractor of any types of services from the list, the Club Member does not have the right to demand a refund of part of the cost of the Membership, or an increase in its validity period.

6.6. In the event that the provision of part of the services becomes impossible due to any emergency situations (flooding, fire, etc.), or due to repair work in the premises of the Fitness Club, the Club Member does not have the right to demand a refund of part of the cost of the Membership, or a proportionate increase in its validity period. In such a case, the Club Member has the right to refuse to fulfill the Agreement entirely and demand a refund of the paid cost of the Membership in the manner and on the conditions specified in Appendix No. 2.

6.7. The Contractor is obliged to inform the Club Member about circumstances preventing the provision of services (clause 6.6 of the Agreement) by posting information about such circumstances and the approximate duration of their validity on the official website of the Fitness Club and/or in the Mobile Application. The Club Member is obliged to independently monitor such announcements.

7. TERMINATION OF AGREEMENT BY CONTRACTOR'S INITIATIVE

Grounds for termination of the Agreement

7.1. Termination of the Agreement unilaterally out of court at the initiative of the Contractor is allowed only in case of a material violation by the Club Member of the Club Visitation Rules/Agreement/requirements of a professional instructor, and/or requirements of the Contractor on informational, warning, prohibiting signs, plates in the Fitness Club, on the website www.ludusphuket.com committed on the territory of the Fitness Club.

7.2. A material violation is understood as such a violation that has a negative impact on the general safety and comfort in the Fitness Club, as well as on the experience of being on the territory of the Fitness Club for other Club Members and Contractor personnel. Such violation may include, but is not limited to:

- Actions that threaten the safety and health of other Club Members or Contractor personnel, including aggressive behavior, use of violence or threat of violence, as well as intentional infliction of harm to the health or property of other persons;

- Actions that violate the norms of public morality and order. Such actions include demonstration of unacceptable behavior, including sexual harassment, use of profanity, humiliation of the dignity of other Club Members or Contractor personnel;
- Intentional damage or destruction of property of the Contractor or third parties;
- Unauthorized use of equipment or unauthorized visits to zones of the Fitness Club, access to which is not provided to the Club Member by the type of purchased Membership;
- Consumption of alcohol/drugs/other prohibited substances/smoking of nicotine-containing products on the territory of the Fitness Club;
- Violation of training safety rules or performance of dangerous exercises without proper preparation or not under the supervision of a professional trainer;
- Other violations of the Fitness Club visitation rules, other rules, if such violations are recognized as serious, including a single case of visiting without a Membership, transfer of Membership to third parties, etc.

Recording of violation and settlement of disagreements

7.3. In case of detection of a violation, if possible, the Contractor, with the involvement of personnel/other Club Members/other persons who witnessed the violation, draws up an act of violation recording, which is sent/handed over against signature to the violator. If witnesses to the violation are absent, the act is drawn up by the Contractor without their involvement unilaterally.

7.4. If the actions of the violator caused material damage to the property of the Fitness Club, the amount of such damage is determined in the amount of the market value of the destroyed property, or in the amount of the cost of necessary repairs to the damaged property, and is reflected in the act of violation recording. If it is impossible to determine the amount of material damage at the time of drawing up the act of violation recording, the Contractor additionally notifies the Club Member of the amount of material damage, attaching documents confirming the amount of damage.

7.5. Any sources of information recording may be used as proof of violation, including recordings from CCTV cameras located on the territory of the Fitness Club, video recordings made by other persons, photographs, witness testimonies, etc.

7.6. Upon detection of a violation, the Contractor has the right to terminate the Agreement unilaterally out of court with respect to the violator.

Procedure for termination of the Agreement

7.7. In case of a decision by the Contractor to terminate the Agreement, a notification of unilateral out-of-court termination of the Agreement is sent to the violator's address.

7.8. The Agreement with respect to the violator is considered terminated within 7 days from the date of sending the notification, and in the case of hand delivery of the notification, on the day of its delivery to the violator.

7.9. The notification of termination of the Agreement may be sent via email to the Club Member's address specified in the Application Form and/or additional agreements to the Agreement.

7.10. The procedure for returning funds in case of early termination of the Agreement with a Club Member is determined in Appendix No. 2 to the Agreement.

8. PROCEDURE FOR TERMINATION OF AGREEMENT BY CLUB MEMBER'S INITIATIVE

8.1. The Club Member has the right at any time before the expiration date of the Membership Term to refuse to fulfill the Agreement and demand a refund of funds, minus the cost of services rendered by the Contractor.

8.2. The Club Member sends to the Contractor's address/hands over personally to an authorized representative of the Contractor the original application for refusal of services (Appendix No. 5), in which the following must be specified:

- Full Name, passport data of the Club Member;
- Direct and unambiguous expression of will aimed at refusing services;
- Date, number of the Agreement;
- Information on the amount of funds deposited by the Club Member and subject to return;
- Bank details to which the refund should be made, if funds for payment of the Membership were transferred in non-cash form;
- Indication of the need to return funds by transferring them in cash at the Fitness Club cash desk, if payment was made in cash;
- Name of services refused by the Club Member.

8.3. The amount of funds subject to return and the procedure for their return are determined in the manner established in Appendix No. 2.

8.4. The Contractor has the right to unilaterally withhold from any amounts subject to return to the Club Member the cost of Additional Services rendered and not paid to the Contractor and other amounts subject to reimbursement to the Contractor in accordance with the Agreement, appendices, and/or additional agreements to the Agreement, Club Visitation Rules.

8.5. The procedure for refusing to use a certificate and returning funds paid for it is defined in Appendix No. 7 of the Agreement.

8.6. The procedure for refusing to use a certificate, one-time Additional Services, blocks of Additional Services, and returning funds paid for them is defined in Appendix No. 7 and Appendix No. 4 of the Agreement, respectively.

Replacement of Club Member

8.7. The Club Member has the right to assign the rights of claim under the Agreement to another person, provided there is no debt under the Agreement to the Contractor.

8.8. Re-registration of rights is carried out by signing an additional agreement between the Club Member and the Contractor, provided that the person to whom the rights of use of services are re-registered meets the requirements imposed on the Club Member at the conclusion of the Agreement in accordance with the Contractor's Price List depending on the selected type of access to the Fitness Club.

8.9. When replacing a Club Member, the validity period of the Membership and its cost do not change.

9. LIABILITY OF THE PARTIES

9.1. In case of causing material damage, or the presence of other debts to the Contractor, they must be paid by the Club Member within 5 calendar days from the date of sending the demand, unless another period is established in the demand itself.

9.2. In case of loss of the club card, identification means, locker key, locker cell key, and/or other items belonging to the Contractor, a fee is charged to the Club Member in the amount established by the Price List.

9.3. The Contractor reserves the right to charge the Club Member an additional fee for the Club Member's presence in the Fitness Club premises where services not included in the corresponding access type are provided, as well as for presence in the Fitness Club outside the Fitness Club operating hours, and/or on days and/or hours not established by the corresponding type of access to the Fitness Club, and the Club Member is obliged to pay the additional fee upon the Contractor's demand.

The above facts are recorded in the manner established by Section 7 of the Agreement, and the amount of the additional fee charged by the Contractor is determined according to the Contractor's Price List effective at the time of recording. The additional fee within the meaning of this paragraph is not a fine, but represents a demand for payment for additional services actually rendered to the Club Member.

9.4. The Contractor is not liable:

- For harm caused to the life, health, or property of the Club Member as a result of providing false and/or untimely provision to the Contractor of reliable information about the Club Member's health status;
- In case of violation or improper performance by the Club Member of the terms of the Agreement, Club Visitation Rules, regulations on physical culture, fitness, sports

events, safety rules when using services, Additional Services, instructions and recommendations for using equipment, inventory, etc., warning, limiting, prohibiting signs, inscriptions posted in the Fitness Club, and/or due to the Club Member's negligence;

- For harm caused to health or property of the Club Member by their own actions/inaction, during independent exercises or caused by the actions of third parties;
- For loss or damage to personal belongings, including those left in locker rooms or other premises of the Fitness Club;
- For harm associated with deterioration of health, if the Club Member's health status deteriorated as a result of acute illness, exacerbation of injury or chronic illness, the Club Member's own actions/inaction, or third parties;
- For technical inconveniences caused by the Contractor/authorized organizations carrying out seasonal, preventive, repair and construction, and other works, as well as emergency situations arising through no fault of the Contractor;
- In cases provided for by the Club Visitation Rules and current legislation.

9.5. The end of the service provision period does not exempt the Parties from liability for violation of the terms of the Agreement or Club Visitation Rules.

10. PROCEDURE FOR EXCHANGE OF LEGALLY SIGNIFICANT MESSAGES

10.1. Any legally significant messages, including documents, notifications, demands, acts, unless otherwise provided by the Agreement or Club Visitation Rules, may be sent as follows:

- From the Contractor to the Club Member: to the address specified in the Application Form, as well as to the email address if specified in the Application Form;
- From the Club Member to the Contractor: to the address of the Fitness Club location, as well as to the email address .

10.2. Legally significant messages sent by email are considered received by the addressee party from the moment the message is sent by the sender party from their email address.

11. APPENDICES

11.1. The following are integral parts of this Offer:

- Appendix No. 1: Application Form;
- Appendix No. 1.1: Statements/Affirmations, Consent to the Provision and Processing of Personal Data;
- Appendix No. 2: Rules for Refund of Funds for Membership;
- Appendix No. 3: Mobile Application;
- Appendix No. 4: Procedure for acquisition, payment, use, and refusal of use of blocks of services, return of paid funds;

- Appendix No. 5: Application form for refusal of services and refund of funds;
- Appendix No. 6: Freeze Rules;
- Appendix No. 6.1: Application form for using Freeze.

Appendix No. 1

to the Public Offer for the provision of services for the organization and conduct of physical training, fitness and wellness, sports events, and other related services

APPLICATION FORM

Service Provider

Veda Siam Company Limited, Registration number 0835566032292, 10/130 Moo 5, Chalong, Muang Phuket, Phuket

Applicant

Full Name

Membership Details

Membership Type	Service Period	Service Cost (THB)	Number of Visits	Freeze Option	
				Freeze Option	Total Freeze Days

Applicant's Personal Data

No	Full Name, Date of Birth, Passport Details, Address, Type of Access	Phone Number, Email	Service Cost Paid by the Applicant	Signature of the Applicant (Legal Representative / Authorized Representative)	Details of Legal Representative / Authorized Representative
Total Amount (THB):					

Signatures**Applicant's Signature**

_____/Full Name

⁴ The full name of the legal representative/authorized representative, passport details, address, and details of the document confirming authority (title, date, number) must be provided.

Appendix № 1.1

to the Public Offer for the provision of services for the organization and conduct of physical training, fitness and wellness, sports events, and other related services

STATEMENTS / CONFIRMATIONS, CONSENT TO THE PROVISION AND PROCESSING OF PERSONAL DATA

I have ознакомился/ознакомилась (read and understood) the list, types, and cost of the Service Provider's services as stated in the price list, the terms of the agreement, the usage hours according to the type of access to the club, and the club rules.

I undertake to independently review and comply with the above-mentioned documents, as well as instructions and recommendations for using the club equipment available publicly at the club (reception, information boards in service areas), and/or on the website WWW.LUDUSPHUKET.COM, mobile application, and to independently monitor and review any updates to such documents.

As a personal data subject (hereinafter referred to as the "Data Subject") / representative of the Data Subject, I hereby freely, voluntarily, and in my own interest consent to the processing by the Service Provider of my personal data and the personal data of the Data Subject (hereinafter referred to as "Personal Data"), as specified in this document and additionally provided by me/the Data Subject, including but not limited to via email указанной выше or other lawful means (including provision of Personal Data to Veda Siam Company Limited and/or other service providers).

Processing of Personal Data shall mean any action (operation) or set of actions performed with Personal Data, including collection, recording, systematization, accumulation, storage, clarification (updating, modification), use, anonymization, blocking, deletion, and destruction, including transfer to other service providers, including but not limited to:

Veda Siam Company Limited, Registration number 0835566032292, 10/130 Moo 5, Chalong, Mueang Phuket, Phuket.

The Personal Data subject to processing includes, but is not limited to:

full name, date of birth, marital status, photograph, passport details (series, number, issuing authority, date of issue), registration and/or residence address, gender,

contact phone numbers, employment information, information on services received, additional services, email, biometric data (photographs and images obtained via openly installed photo/video recording systems on the premises of the Service Provider).

Such systems are not intended to collect information about specific individuals but are used to ensure the safety of employees, club members/applicants, and third parties, as well as to monitor lawful presence on the premises. In case of unlawful actions, such recordings may serve as evidence.

Information obtained through recording of telephone conversations via the Service Provider's phone numbers may also be processed. These recordings are used to ensure service quality, improve operations, and ensure safety, and may also serve as evidence in case of unlawful actions.

The period of Personal Data processing corresponds to the duration of the Service Provider's existence. Prior to this, the Service Provider may anonymize Personal Data so that it is no longer possible to identify the Data Subject.

Such anonymized data may be retained for business processes, including analytics and statistics, such as (but not limited to): agreement number, appendices, contracts, service usage data, payments, and additional services.

This data is stored in the Service Provider's information systems until termination of its activities and may be deleted at any time without notifying the Data Subject.

The purpose of Personal Data processing is identification of individuals when providing services (by the Service Provider or third parties), accounting of services rendered, and transfer of Personal Data to other service providers.

In accordance with applicable laws of the Russian Federation, consent may be withdrawn by the Data Subject through a written request to the operator processing the Personal Data.

I agree that, upon my written request, confirmation of destruction of Personal Data will be provided to me (or my representative) at the Service Provider's location.

I consent to receiving voice and/or SMS messages, emails, and other communications via the contact details provided above, regarding the Service Provider's activities, promotions, and related information, including fiscal receipts where required by applicable law.

I confirm that I have no medical contraindications to visiting the club and using the services specified in the agreement, appendices, or additional services. I have been informed of the need to undergo a medical examination prior to using the services to confirm fitness for sports and physical activity (valid for no more than 1 year), as I bear full personal responsibility for my health.

I have been informed that the Club provides designated storage areas for personal belongings, and the rules for their use are described in the Service Provider's rules.

The Applicant (legal representative/authorized representative), having reached the age of 18, confirms agreement with the above statements and consents by signing below.

APPLICANT'S SIGNATURE (LEGAL REPRESENTATIVE / AUTHORIZED REPRESENTATIVE): _____

to the Public Offer for the provision of services for the organization and conduct of physical training, fitness and wellness, sports events, and other related services

RULES FOR REFUND OF FUNDS FOR MEMBERSHIP

1. Refund term, calculation of the amount to be returned upon termination of the agreement

1.1. Unless otherwise provided by current legislation, the Agreement, or Club Visitation Rules, in case of early termination of the Agreement, unused funds are subject to return no later than 14 calendar days from the date the Contractor receives the corresponding written application from the Club Member.

1.2. The cost of services under the Agreement under the full prepayment system is due to the wholesale nature of acquiring services. If the Agreement is terminated early, the parties consider that the services were rendered at the cost of the basic membership, according to the current Price List, proportionate to the actual duration of the Agreement on the day of termination.

1.3. Upon termination of the Agreement, funds paid by the Club Member are subject to return in an amount determined by the formula:

$$D = E - F * G : 30)$$

Where:

D = amount to be returned;

E = total cost of the membership under the agreement;

F = number of days from the date of conclusion of the agreement to the date of termination;

G = cost of the basic membership established by the Price List on the date of conclusion of the agreement.

Example calculation: 120 000 (E) - 90 (F) * (30 000 (G) : 30) = 30 000 baht (D).

If sum D has a negative value when applying this formula, the parties consider it equal to zero.

1.4. If the membership was purchased as part of a promotional (package) offer simultaneously with the purchase of a certificate for additional services provided by the Contractor or third parties, refusal of the additional services (certificate) shall be considered as a unilateral отказ by the Club Member from using the promotional offer as a whole, including with respect to the membership.

In such a case, the terms of the promotional offer become void, and the cost of the membership paid by the Club Member shall be recalculated using the following formulas:

1.4.1. If the Club Member does not intend to continue using the membership after отказ from the promotional offer, the agreement in relation to the Club Member shall be deemed terminated as of the date of refusal of the promotional offer due to the unilateral отказ by the Club Member and non-payment of the full membership cost.

The amount to be refunded to the Club Member due to unilateral отказ from the promotional offer shall be determined as follows:

$$D = E - F * (G : 30)$$

Where:

D = refund amount;

E = total membership cost under the agreement;

F = number of days from the date of заключения of the agreement to the date of termination;

G = cost of a basic 30-day membership according to the price list as of the date of заключения of the agreement.

Example calculation:

$$120\ 000\ (E) - 90\ (F) \times (30\ 000\ (G) \div 30) = 30\ 000\ \text{baht}\ (D)$$

The recalculated amount shall be refunded in accordance with the rules set forth in Appendix No. 2 to the agreement.

If the value of D calculated using this formula is negative, it shall be deemed equal to zero and no refund shall be made.

1.4.2. If the Club Member intends to continue using the membership after отказ from the promotional offer, the Club Member must pay the remaining membership cost within 5 days from the date of refusal in order to continue using the membership. Until the outstanding amount is paid, the Club Member shall not be entitled to use the Contractor's services, as the membership shall not be considered paid.

After payment of the outstanding amount, the membership period shall be extended for the period during which the Club Member was not entitled to use the fitness club services.

The recalculation shall be carried out as follows:

D = A - E, where:

D = recalculated membership cost;

A = full membership cost without the promotional offer according to the price list as of the purchase date;

E = membership cost paid under the promotional offer.

Example:

120 000 – 50 000 = 70 000 baht

If the outstanding amount is not paid, the agreement shall be deemed terminated as of the date of refusal of the promotional offer due to unilateral отказ by the Club Member and non-payment of the full membership cost.

2. Methods of Refund

2.1. If services were paid for by payment card at the fitness club, refunds shall be made by the Contractor as follows:

2.1.1. To the payment card used, by processing it through the terminal at the fitness club where payment was made;

2.1.2. If the card cannot be presented and/or it is technically impossible to process the refund via the terminal, the refund shall be made to the account linked to the payment card used;

2.1.3. By bank transfer to the payer's account in a credit institution;

2.1.4. If the payer does not have a bank account, in cash at the fitness club cashier.

2.2. If the membership was paid via payment card through a personal account in a mobile application, the refund shall be made to the account linked to the payment card used.

2.3. If the membership was paid by bank transfer to the Contractor's account, the refund shall be made via bank transfer to the payer's account from which payment was made or another account specified in the application.

3. Documents Required for Refund Processing

3.1. To process a refund, the Club Member must provide:

3.1.1. A written refund application;

3.1.2. A document confirming payment in cash (receipt, invoice, etc.);

3.1.3. A valid identity document;

3.1.4. If receiving funds by proxy: the original notarized power of attorney from the Club Member (principal);

3.1.5. Other documents предусмотренные by the agreement and/or the laws of Thailand.

3.2. If the membership was paid by card through a terminal at the fitness club, the payment card used must also be provided for processing the refund through the terminal.

3.3. The Contractor is not responsible for actions of the issuing bank, as the actual timing of funds being credited to the card is governed by the agreement between the cardholder and the issuing bank.

3.4. Under the agreement between the Contractor and the acquiring bank, refunds are made only to the payment cards used for payment. The refund period may be unilaterally extended by the acquiring bank to verify the validity of refunds made to accounts other than the original payment card, and the Contractor shall not be responsible for such actions.

3.5. For persons under 18 years of age, the unused balance may be received by a parent and/or legal representative upon presentation of:

3.5.1. For parents — a birth certificate and/or passport indicating the child;

3.5.2. A document confirming the authority of the legal representative (adoptive parent, guardian, custodian);

3.5.3. If receiving funds by proxy — in addition to the above, the original notarized power of attorney from one of the parents or another legal representative.

Appendix № 3

to the Public Offer for the provision of services related to the organization and conduct of physical education, health and fitness, sports events, and other services.

MOBILE APPLICATION

1. A Club Member has the right to register in the “Ludus Sport Complex” mobile application in order to gain access to the “personal account” service. A person who has registered in the mobile application shall hereinafter be referred to as the “User.”

2. Upon registration and access to the personal account, the User shall be provided, upon request, with authentication credentials (login and password), which must not be shared with any third parties.

3. Information regarding access to and use of the personal account is available on the website www.ludusphuket.com and is binding on the User.

4. The following information may be made available and the following functionalities may be provided by the Contractor in the personal account, including but not limited to:

4.1. User’s personal data;

4.2. Information about the location of services, service period, cost, list and types of services, etc.;

4.3. Submission of requests for membership freeze, early termination of services, offsetting outstanding balances against services rendered, changes to personal data, etc.;

4.4. Information about the agreement and all appendices and addenda thereto;

4.5. Booking additional services and/or events, and cancellation of such bookings;

4.6. Booking group classes according to the schedule;

4.7. Information about additional services rendered and outstanding payments;

4.8. Informational messages from the Contractor addressed to the Club Member;

4.9. Placement of information/advertising about the Contractor, its activities, promotions, events, and/or activities of its partners;

4.10. Other functionalities.

5. The User and the Contractor agree that all actions performed in the mobile application on behalf of a User under 18 years of age shall be deemed duly performed by one of the User’s parents and/or legal representatives, or with their consent.

to the Public Offer for the provision of services for organizing and conducting physical education, health and fitness, sports activities, and other services.

PROCEDURE FOR PURCHASE, PAYMENT, USE AND REFUSAL TO USE SERVICE PACKAGES, AND REFUND OF PAID FUNDS

1. General Provisions

- 1.1.** Additional services not included in the membership may be provided as one-time services or as part of promotional offers and packages.
- 1.2.** The names, scope, cost, and validity periods of additional services are defined in the price list for additional services, available at the fitness club reception, in the mobile application, or other publicly accessible sources.
- 1.3.** The validity period of additional services purchased as part of promotional offers or service packages is activated at the moment the first service is used.
- 1.4.** The Client/Club Member may independently check the number of used and remaining services via the mobile application or request such information from the fitness club administrator at the reception.
- 1.5.** The Club Member is informed that, for safe and comfortable use of services, it is recommended to arrive 15 minutes before the scheduled time. In case of lateness, the session duration shall be reduced by the amount of delay.
- 1.6.** The Contractor reserves the right to assign another specialist of equivalent qualification if the originally assigned specialist is unavailable.

2. Advance Booking for Massage

- 2.1.** Unless otherwise предусмотрено by the agreement or club rules, additional services are provided subject to advance booking.
- 2.2.** Advance booking determines the exact date and time of service. It is made by the Contractor upon request submitted via the mobile application or at the reception.
- 2.3.** If unable to attend, the Club Member must notify the Contractor and cancel the booking at least 8 hours before the scheduled time.

3. Advance Booking for Training (Group or Personal)

3.1. The schedule of group training sessions is published in the mobile application and/or on the official website.

3.2. Unless otherwise specified, group training requires advance booking, which opens 24 hours before the scheduled start time.

Advance booking determines the exact date and time of the service and may be made via the mobile application, at reception, or directly with a trainer (for personal training).

3.3. If unable to attend a group session, the Club Member must cancel the booking before the start time.

3.4. If unable to attend a personal training session, the Club Member must cancel at least 8 hours in advance.

Rescheduling is allowed only for personal training sessions and only if the trainer is notified in advance. A session may be rescheduled no more than once.

4. Consequences of Missing a Booked Service

4.1. If a booking is cancelled in advance, the paid amount may, at the payer's discretion:

4.1.1. be refunded in accordance with the agreement;

4.2. or applied toward future services.

4.3. If the Club Member does not attend and fails to cancel, the service is deemed fully provided and non-refundable.

4.4. If a Club Member misses two consecutive booked services (excluding personal training) without cancellation, they lose the ability to book services for 5 business days.

4.5. If a personal training session is missed without timely cancellation or rescheduling, it is considered fully provided and non-refundable.

4.6. In case of valid reasons (illness, business trip, vacation), supported by documents and a written request, the validity period may be extended and the service rescheduled.

5. Payment for Additional Services

5.1. Payment must be made before the service is provided, either by bank transfer or in cash at the fitness club.

5.2. Proof of purchase is a receipt issued at reception or electronically via the mobile application.

5.3. The Client/Club Member may deposit funds in advance for future services.

5.4. Services may then be paid using this prepaid balance.

5.5. If more than two services remain unpaid (including partial payments), the Contractor may suspend services until full payment is made.

6. Refund Policy for Additional Services

For one-time services or prepaid balance:

6.1. Refunds are possible if cancellation is made before a group session or at least 8 hours before a personal session/massage/therapy.

6.2. Refund requests must follow the procedure specified in clause 8.2 of the agreement.

6.3. Refunds are processed within 14 calendar days from the date of application.

6.4. Refund methods and required documents are defined in Appendix No. 2.

For service packages or promotional offers:

6.5. Refund conditions are the same as above (timely cancellation required).

6.6. Applications must comply with clause 8.2 of the agreement.

6.7. Requests may be submitted during the validity period of the package, but no later than its expiration.

6.9. The discounted price reflects the bundled nature of services.

6.10. In case of early termination, used services are recalculated at their standard (non-discounted) price.

6.11. Refund amount is calculated as:

$$D = E - (B \times G)$$

Where:

D = refund amount;

E = total amount paid;

B = number of services used;

G = standard price per service at the time of purchase.

Example (same services):

$$4,000 - (2 \times 1,500) = 1,000 \text{ baht}$$

Example (different services):

$$4,000 - (1 \times 1,500 + 1 \times 2,000) = 500 \text{ baht}$$

If D is negative, it is considered zero.

6.12. Refunds are processed within 14 calendar days.

6.13. Refund procedures are defined in Appendix No. 2.

Appendix № 5

to the Public Offer for the provision of services for organizing and conducting physical education, health and fitness, sports events, and other services.

APPLICATION

for refusal of services and refund of funds

To:

Veda Siam Company Limited, Registration number 0835566032292,
10/130 Moo 5, Chalong, Muang Phuket, Phuket

From: _____

Full Name: _____

Passport
details: _____

Contract
No.: _____

For payment of the following
services: _____

The following amount of money was
paid: _____

I hereby refuse to use the services and request a refund of funds in the total amount
of _____ baht. The refund should be made to the following bank details / in cash⁶:

Recipient: _____

Bank name: _____

Account No.: _____

Correspondent account No.: _____

Bank BIC: _____

Bank TIN: _____

Signatures

_____/Full Name/

Seal (if applicable)

⁵ It is necessary to specify the amount of payments as well as the dates they were made. If there were several payments, they should be listed separately, for example: "10,000 baht paid on 01.01.2026, 15,000 baht paid on 02.01.2026", etc.

⁶ Refund in cash is possible only if the payment was also made in cash.

Appendix № 6

to the Public Offer for the provision of services for organizing and conducting physical education, fitness and wellness, sports events, and other services.

FREEZE POLICY

1. A request to use the freeze option must be submitted by the club member either through the mobile application by filling out the form, or by submitting the original signed paper application at the club reception (the application form is set out in Appendix No. 6.1).
If the club member is a minor, the application may be submitted by a parent or another legal representative (upon providing documents confirming relationship / authority to represent the minor).
2. The freeze begins from the date specified in the club member's application.
3. The minimum number of days for a single freeze period is **5 calendar days** (minimum freeze period).
4. The total number of freeze days is determined depending on the type of membership and is specified in the application form.
5. A club member loses the right to use the freeze if the number of remaining unused freeze days is less than the minimum freeze period. After the membership term expires, the freeze cannot be used regardless of the number of remaining unused freeze days.
6. When a club member uses the freeze option, the membership term is extended proportionally to the number of actually used freeze days.
7. If a club member starts using the fitness club services during the freeze period before the minimum freeze period expires, the freeze request is automatically canceled and the membership term will not be extended.
In this case, the actually used freeze days are counted from the start date of the freeze until the day preceding the date when the club member resumed using the fitness club services.

Example:

The application form provides a total freeze period of **30 days**. A club member requested a freeze for **10 days** from **01.01.2026 to 10.01.2026**. However, on **03.01.2026** the club member visited the fitness club and used the gym. In this case, the number of actually used freeze days will be **2 days** (from **01.01.2026 to 02.01.2026**), the remaining total freeze days will be **28 days**. The membership term will not be extended by the 2 used freeze days.

8. If a club member has used all available freeze days, they may use the **Paid Freeze** service before the membership expires. The cost of this service is determined by the provider's price list.
9. If the club member presents the original maternity card (in case of pregnancy) to the provider, an additional **90 freeze days** will be granted.

Appendix № 6.1

to the Public Offer for the provision of services for organizing and conducting physical education, health and fitness, sports events, and other related services.the Public Offer for the provision of services for organizing and conducting physical education, fitness and wellness, sports events, and other services.

APPLICATION

for the use of membership freeze

To:

Veda Siam Company Limited, Registration number 0835566032292,
10/130 Moo 5, Chalong, Muang Phuket, Phuket

From:

Full Name _____

Passport details _____

Contract No. _____

I kindly request to suspend the validity period of my membership (apply a freeze) for _____
days during the period from ____ . ____ . ____ to ____ . ____ . ____.

Signatures

_____ /Full Name/