

Contract

No.: \_/2022

\_\_\_\_\_

between

Self-Employed Entrepreneur  
Olga Nikolaevna Karakurkchi,  
hereinafter referred to as the "Contractor", and \_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as the "Customer".

Subject matter:

### 1. Subject of the contract

1.1. The Contractor undertakes to provide services on arranging a consulting workshop (hereinafter "Workshop") under the following title:

\_\_\_\_\_ from \_\_\_\_\_.\_\_\_\_\_.\_\_\_\_\_ to \_\_\_\_\_.\_\_\_\_\_.\_\_\_\_\_ Instructor

1.2. The Contractor shall hold the Workshop at the following address: 17 Bumazhnaya Street bldg. A, Saint Petersburg, the Russian Federation.

1.3. The Workshop shall take place within the period specified above from 9.00 to 18.00 on a daily basis, excluding Saturdays and Sundays.

1.4. To ensure the quality of the Services, the Contractor shall deliver the necessary methodical and technical support, as well as the equipment needed, including all consumables required for the educational process.

1.5. The Contractor shall remain entitled to change the plan, the program and the schedule of the Workshop.

### 2. General provisions

2.1. A guaranteed participation in the Workshop is granted upon the transfer of the money in the amount of \_\_\_\_% of the service price specified in Clause 4.1 hereof to the Contractor's bank account.

2.2. The date of the receipt of the money transferred to Contractor's bank account shall be recognized as the date of the Contract.

### 3. Rights and obligations of the parties

3.1. The Contractor is obliged to:

3.1.1. Provide the Services specified in Clause 1.1. hereof.

3.1.2. If the Services can not be provided in due time, inform the Customer.

3.1.3. Issue a Certificate on Successful Completion of the Consulting Workshop.

3.2. The Contractor is entitled to:

3.2.1. Engage third parties to deliver her obligations under the Contract.

3.2.2. The Contractor is entitled to replace a teacher within the period up until the moment of the event (course, workshop) excluding those courses and workshops which have their respective authors.

3.3. The Customer is obliged to:

3.3.1. Pay for the Services in full and in due time.

3.3.2. Observe the discipline, safety rules and internal regulations set forth by the Contractor. Not perform actions negatively affecting the process of the Workshop, disturbing other participants, and avoid damage to guidance materials and equipment.

3.3.3. Reciprocate respect from the educational staff, administration of the Contractor, and other participants of the Workshop.

3.3.4. Attend the Workshop in accordance with the schedule approved by the Contractor.

3.4. The Customer is entitled to:

3.4.1. Request to deliver services, provided for herein, from the Contractor except for in the face of the circumstances specified in Clause 3.1.2.

#### 4. Price and payment terms

4.1. The price of Services provided by the Contractor amounts to EUR \_\_\_\_\_ ( \_\_\_\_\_ ) 00 cents. VAT exempt based on Clause 2 of article 346.11 of the Russian Tax Code.

4.2. The Customer pays for the Contractor's Services with an advance payment in the amount of 100% no later than 30 days prior to the beginning of the Workshop. If agreed with the Contractor, the Customer can book participation in the Workshop by paying 30% and providing the full payment no later than 30 days prior to the beginning of the Workshop.

4.3. The Customer shall pay the Contractor the whole amount specified in clause 4.1. of the Contract. The price does not include bank commissions or commissions incurred due to currency conversion. Expenses for paying the commission are Customer's responsibility. If the payment for the services which came through to the bank account does not correspond to the price, the Customer is obliged to pay the remaining amount in cash, via the organization's box office prior to the training.

4.4. The Customer, unless they have valid written claims on the quality of the Services, has to sign the Service Delivery Report within 3 (three) working days upon receiving the Report.

4.5. If the Contractor does not receive the signed Service Delivery Report from the Customer within 10 (ten) working days following the end date of the Service provision, the Services shall be considered delivered and accepted by the Customer without any claims on the quality of the Services.

4.6. If the Customer initiates termination of this Contract later than 30 days prior to the beginning of the Workshop, the payment shall not be refunded.

4.7. If the Customer fails to fulfil their obligations under Clause 2.1. hereof, this fact is considered a refusal from this Contract, leading to the Customer's exclusion from the Workshop participants.

4.8. If it is impossible to provide the service in accordance with the clause 1.1. of the Contract, the Contractor can issue a Voucher to the Customer. International Jewellery School Voucher is an electronic document which states the acquisition of the funds and grants a right to use the funds for full or partial payment for services or products purchased on the company official

websites: <https://jewelleryschool.com/>, <https://jewelleryair.com/>

4.8.1. Terms and conditions for using the Voucher are published on the Company's official website at: <https://jewelleryschool.com/en/voucher.html>

4.8.2. Voucher settlement and signing shall constitute a supplementary agreement for this Contract and form its integral part.

4.8.3. By receiving and signing this Voucher, the Customer expresses their consent and awareness regarding the Voucher terms of use.

#### 5. Liabilities of the parties

5.1. The parties shall ensure strict fulfilment of their obligations acquired under this Contract in relation to the content, volume and time.

5.2. If the Parties fail to fulfil their obligations, provided for in the provisions of this Contract, or fulfil them in an improper manner, the Parties shall be held liable in compliance with the effective Russian legislation.

5.3. The Contractor may make refund to the Customer:

5.3.1. In case of emergency, specified in the article 7 of this Contract. If clause 7.4 (evidence) is complied with, and a written notice on the emergency is given, the evidence are provided in the approved time, the refund is carried out in the amount paid by the Customer which was transferred to the Contractor's bank account at the moment of payment. The refund is carried out in full minus bank commissions for transferring the money, currency conversion, etc.

5.3.2. If Customer's visa application is declined and no further applications or acquiring visa on other conditions are possible. The Customer is obliged to provide the Contractor with the official notice issued by the consular agency on the denial for visa. The document is provided in an electronic form no later than 2 days from the moment of receiving the notice. The refund is carried out only if the Customer provides the notice on the denial in due time. The refund is carried out in full minus bank commissions for transferring the money, currency conversion, and other fees.

5.3.3. If other circumstances occur and they are not specified in clauses 5.3.1 and 5.3.2, the refund is carried out only if the Customer issues a notice on absence at the workshop in a written form no later than 30 calendar days prior to the date of the workshop. The refund is carried out in full minus bank commissions for transferring the money, currency conversion, and other fees.

5.3.4. No other conditions except for those specified in clauses 5.3.1, 5.3.2, 5.3.3 of the Contract serve as the basis for refund obligations.

5.3.5. The refund is carried out if both parties of the Contract failed to negotiate the postponement of the time of training after the occurred circumstances specified in clauses 5.3.1, 5.3.2, 5.3.3, 5.3.4 of the Contract.

5.3.6. The amount of the commission taken when the payment is refunded which is specified in clauses 5.3.1, 5.3.2, 5.3.3 of the Contract depends on the rules and commissions of banks whose services are used to transfer the money. The Contractor cannot change the commission taken by a bank or a payment system and does not undertake any obligations to pay them.

5.4. The refund referred to in clauses 5.3.1, 5.3.2, 5.3.3 of the Contract shall be made within 3 months from the date of agreement by the parties on the refund, including the expiration of the terms of agreement referred to in clause 7.4 of this Contract.

No interest shall be accrued on the amount of cash liability for the refundable funds for the entire period specified in clause 5.4 of this Contract - from the date of payment to the date of refund.

5.5. The Contractor makes no refund to the Customer if:

- the Customer takes no participation in the Workshop on their own initiative, regardless of any circumstances which affect their absence at the Workshop;
- the Customer is removed from the Workshop for violating the Internal Regulations of the Contractor;
- if the termination of this Contract initiated by the Customer takes place later than 30 days prior to the beginning of the Workshop.

## 6. Dispute resolution procedure

6.1. Disputes and disagreements arising between the Parties under this Contract or in relation to it, are resolved by means of negotiations, and if the dispute is impossible to solve by means of negotiations, it shall be considered by a court at the Contractor's location in compliance with the effective Russian legislation.

## 7. Force majeure circumstances

7.1. Neither of Parties shall be responsible for full or partial failure to meet their obligations if the failure is directly caused by acts of God (force majeure) which are out of the Parties' control and occur after the Contract is concluded.

7.2. Force majeure circumstances under the Contract include: war efforts, strikes, fires, floods, earthquake and other natural disasters, pandemics, epidemics, orders and statements preventing from fulfilling the obligations under the Contract.

7.3. Herewith, the term of fulfilling the obligations under the Contract is adequately postponed to the time after such circumstances or their aftermath. The Party which happens to be unable to fulfil its obligations under this Contract, shall notify the other Party on the occurrence, supposed term and end of the mentioned circumstances immediately in a written form.

7.4. The Party that notified on the force majeure circumstances, shall provide proof on occurrence of such circumstances and on the absence of the ability to influence such events in favor of the fulfilment of the obligations under the Contract. The period for notifying the other Party by the concerned Party is no later than 3 (three) calendar days

from the moment of the occurrence of the corresponding force majeure event. If the concerned Party fails to send such a notification, they have no right to refer to such an event and to deny its obligations to be fulfilled under the Contract or to request refund of the previously transferred payments. The documented proof on the occurrence of force majeure shall be provided within 5 (five) additional calendar days. The term of the consideration for the application is no less than 10 days from the moment of receiving such application and proof.

8. Term of validity and termination procedure

8.1. This Contract was approved, signed and concluded in two copies for each party, is effective starting from the signing date and valid until its execution in accordance with Clause 1.1. The both copies of the Contract shall have the same legal force for the both parties.

9. Other conditions

All amendments and additions to this Contract shall be approved in a written form and signed by both parties.

There are no other agreements, verbal or written, outside this Contract.

All conditions of this Contract are placed on the company's official website in the terms of purchase section and are available at <https://jewelleryschool.com/en/payment.html>

The Customer confirms its acknowledgement of the terms of this Contract and provides their consents to fulfil it upon payment.

Electronic information exchange shall be considered valid before exchanging original copies of the documents.

10. Account details:

Account details of the Contractor:

Beneficiary's name: IP KARAKURKCHI OLGA NIKOLAEVNA

Beneficiary's address: PR-KT SLAVY, D.51,C.A,KV.607 ST. PETERSBURG, RUSSIA

Beneficiary acc. No: 40802978932370000012

SWIFT: ALFARUMM

Beneficiary's bank : AO «ALFA-BANK»

Beneficiary's bank address: 27 Kalanchevskaya str., Moscow, 107078

Account details of the Customer:

\_\_\_\_\_

BIC: \_\_\_\_\_

IBAN: \_\_\_\_\_

Signatures:

Contractor

Self-Employed Entrepreneur

Olga Nikolaevna Karakurkchi,

\_\_\_\_\_ / \_\_\_\_\_ /

Customer

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