

## GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the “Agreement”) between SIA Split Academy, hereinafter the “Contractor”, on behalf of the Member of the Board Vadims Vitvinovs and the Customer, hereinafter the “Client”, agree as follows:

### 1. SERVICES PROVIDED

1.1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Customer.

1.2. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

1.3. The Client hereby agrees to engage the Contractor to provide the Client with services (the “Services”) consisting of:

**on-line facial rejuvenation procedure courses.**

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client

1.4. By signing this Agreement, The Client accepts and compensates the Contractor for the abovementioned Services according to the provisions of this Agreement.

### 2. DUTIES OF THE PARTIES

2.1. Client agrees to:

2.1.1. Abide by the terms of this Agreement.

2.1.2. Provide the Contractor with the pertaining materials and information upon request;

2.1.3. Reimburse the Services, provided by the Contractor, according to the provisions of this Agreement.

2.2. Client is entitled to terminate the Service before completion of the full terms of this Agreement, provided that (s)he has reimbursed the Contractor for all expenses incurred up to that date.

2.3. Contractor agrees to:

2.3.1. Abide by the terms of this Agreement.

2.4. The Contractor is entitled to terminate the Service before the completion of the full terms of this Agreement, provided that (s)he has reimbursed the Client for all expenses incurred up to that date.

### 3. COMPENSATION

3.1. Compensation and terms of payment for Services is determined by the parties in the invoice for the Services.

### 4. PROVISIONS OF THE SERVICES

4.1. The Contractor commences performance of the Services upon receipt of the payment for the Services, as it is determined by the invoice.

4.2. As agreed by the parties, the Services can be provided in parts. Upon completion of each of the part and with no expressed objections from any of the Parties, the subsequent payment for each following part of the Services means the full acceptance by the Parties of the completion of the previous part of the Services.

4.3. The final acceptance by the Client of the Services provided is required no later than 5 (five) business days upon the receipt of the notification of the Services. The notification of the Services can be mailed to the Client's address as it is indicated in article 7.6.1 of this Agreement. In case the Client refuses to receive the notification by mail, receipt of the notification for the Services by the Client is considered the day of delivery to the post office servicing the residential address of the Client.

4.4. The Client signs the notification of the Services no later than 5 business days upon the receipt of the notification according to article 4.3 of this Agreement or sends the Contractor the reasoned refusal to sign the notification to the address as it is indicated in article 7.6.2 of this Agreement.

4.5. In case no reasoned refusal to sign the notification is sent to the Contractor according to the provisions of article 4.3 of this Agreement, then the Services provided are considered provided to the Client in full and of adequate quality and the full payment is due according to the provisions of this Agreement.

4.6. In case of the first payment (installment payment) under this Agreement is past due, the Contractor has the right to suspend his duties under this Agreement until the Client makes such a payment according to the provisions of this Agreement. Under these circumstances the terms of providing the Service under this Agreement are changed to a later date accordingly.

4.7. In case of the first payment (installment payment) under this Agreement is past due for more than 30 (thirty) days, the Contractor retains the right to offer the Client to review the provisions of the Services or to terminate the Services under this Agreement unilaterally. This Agreement is considered to be null and void by default starting from the 45<sup>th</sup> (forty fifth) day of when the full payment is due under the terms of this Agreement. Furthermore, the Parties agree that no additional documents pertaining to the termination of this Agreement under the provisions of this article shall be required and signed. All payments, received by the Contractor prior to the termination of this Agreement, shall not be refunded to the Client and will be considered as compensation for the expenses incurred and as penalties arising from the termination of this Agreement.

## **5. TERMS OF THE AGREEMENT**

5.1. This Agreement shall take effect from the day of payment for the invoice presented by the Contractor and is valid until the full completion of their respective obligations by the Parties to this Agreement.

## **6. RESPONSIBILITIES OF PARTIES**

6.1. The Parties to this Agreement are liable for breaches or non-compliance with the provisions of this Agreement in accordance with the respective laws and regulations.

6.2. The Parties to this Agreement shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is beyond the reasonable control of a Party. The Party not capable to fulfill its duties under this provision of the Agreement shall inform the other Party about the cause of the failure to perform its duties no later than 10 (ten) days following the event. Further compliance with this Agreement is subject to the negotiation of the Parties.

## **7. OTHER PROVISIONS**

7.1. This Agreement shall be signed in counterparts, each shall be deemed an original but all of which shall constitute one and the same instrument.

7.2. Any new obligations arising from each additional agreement between the Parties, shall be endorsed by the Parties as amendments to this Agreement. Any amendments or additions are

considered invalid unless they are set forth in writing and are signed by both Parties to this Agreement.

7.3. The Party shall not re-assign their respective rights and duties under this Agreement to any third party without the prior written consent of the other Party.

7.4. The Parties to this Agreement shall agree that any information obtained under the Agreement constitutes commercial secret and is considered confidential information. The Parties agree to not disclose, directly or indirectly, any confidential information during the period of their relationship or any time after the termination of such relationship without the prior written consent on behalf of the other Party.

7.5. Under the provisions of this Agreement, the Party to the Agreement meaning includes its respective representatives, authorized personnel and successors.

7.6. All notifications and documents regarding this Agreement shall be effected by the mailing thereof by registered or regular mail and addressed as follows:

7.6.1. For the Client: \_\_\_\_\_.

7.6.2. For the Contractor: Austrumu 2a, Lapenieki, Kekavas nov., LV2111, Latvia

7.7. The Parties agreed that any notifications and documents under this Agreement are considered as received by the other Party as on the day of the postal delivery, or by signing on behalf of any authorized person, or on the day of delivery of any certified or registered mail to the post office branch in case of addressee's absence or refusal to accept the delivery. Any correspondence sent via facsimile or electronic mail, including the Client's personal profile on the Contractor's internet site, is considered as received by the other Party on the same day.

7.9. Any change in information provided by a Party to this Agreement, including change of the address indicated in article 7.6 of this Agreement, shall be relayed to the other Party to the Agreement in 5 (five) days by posting pertaining information on the Contractor's internet site, including the internet site forum. Failure to provide such update in information shall be considered as non-compliance with the provisions of this Agreement.

7.10. This agreement is binding to the successors of the Parties to this Agreement.

## 8. PARTY INFORMATION

**Contractor:** SIA Split Academy, Reg. 40203359559  
Austrumu 2a, Lapenieki, Kekavas nov., LV2111, Latvia  
splitinstitute@gmail.com