CONTRACT No.

on rendering of services

\_\_\_\_\_\_\_\_\_ “\_\_\_\_” \_\_\_\_\_\_\_\_\_201\_\_\_

Ormko, OOO (Saint-Petersburg), hereinafter referred to as "Contractor", represented by General Director Kovtyushenko A.P., acting in accordance with the Charter, on the one hand, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "Customer" (together, the "Parties"), on the other hand, have concluded the present contract on the following.

1. METHOD OF CONCLUSION OF THE CONTRACT, ACCEPTANCE

1.1. The present Contract is an offer - addressed to the certain person (the Customer) proposal, which expresses the intention of the person making the offer (the Contractor), to consider itself concluded the contract with the addressee who will accept the offer (article 435 of Civil code).

1.2. The present Contract is a contract of adhesion.

1.3. The present Contract can be signed in the following ways:

1.3.1. by registering Customer on the web-site of Contractor at address www.ormco.ru or www.orthodontia.ru (hereinafter, the "website of the Contractor") in accordance with the instructions and forms filled in by Customer, published on the website of the Contractor (the "Contractor Instructions")

and the subsequent payment of invoices through the web interface on the website of the Contractor, in compliance with all the conditions specified in the Contract;

1.4. The actions specified in paragraph 1.3.1 of the Contract, hereinafter referred to as "acceptance" - the answer of the person to whom the offer is addressed, about its acceptance (article 438 of the Civil code of the RF).

1.5. The acceptance is obtained, and the Contract is concluded if:

1.5.1 the Customer has registered on the website of the Contractor and paid for participation in the Course in accordance with the terms of Chapter 3 of the present Contract.

1.5.2 the Contractor has received a duly executed documents confirming the transfer of funds to the settlement account of the Contractor for the payment of invoices made through the web interface of Contractor with specifying the VAT in the amount established by law (in case of acceptance in accordance with Contract paragraph 1.3.1.);

1.6. The Customer under the Contract is the person committed the actions for acceptance of the Contract and whose data were indicated by registration on the website of the Contractor. The Customer confirms that it has all necessary rights and power for the conclusion and execution of the Contract.

1.7. Instructions of the Contractor published on the website of the Contractor, which state the order of registration, submission, review, payment of Customer’s requests, as well as other conditions for executing of actions specified in the present Contract, in the Supplements to the Contract, in the Rules of the rendering of the appropriate services, and also in the Additional agreements between the Parties, including requirements for registration provided to the Contractor documents (copies of documents), forms and templates hosted on the website of the Contractor, binding on the Parties. The Contract, the Supplements to the Contract, the Rules of the rendering of the relevant services published on the website of the Contractor, the Additional agreements to the Contract constituting an inseparable part of the present Contract and binding on the Parties, jointly referred to as "Supplements" and individually as "Supplement". The Contract concluded by acceptance of the offer (the ways specified in clause 1.3.1. of the Contract), and all Supplements to the Contract can be made in written form according to the Customer’s wish at any time in version valid for the date of their registration by the Contractor in the written form. The rights and duties of the Parties arising under the present Contract, including the written Contract, are defined by the conditions of the current (latest) version of the Contract published on the website of the Contractor. The current version of the Contract is posted on the website of the Contractor.

1.8. Under the "Supporting documentation" means the documents confirming the information necessary for identification of the Customer. Exact list of them, the way of providing to the Contractor and conditions (opportunities) of changes in the collection of rights and obligations of the Customer depending on the transfer or failure to transfer the Supporting documentation are set separately in the Rules of the rendering of the relevant services in relation to each service.

1.9. Under the "Client interface of the Customer" refers to the personal account of the Customer on the Contractor's website, access to which is provided to the Customer exclusively using the authorization data of the Customer.

1.10. Rendering of services to the Customer with using the Client interface of the Customer is possible only after the Customer’s authorization - it means the verification procedures by the Contractor of the rights of the Customer to access essential information and to perform actions foreseen under the present Contract. Authorization of the Customer is carried out for each access to the Client interface of the Customer. When the Customer's work stops in the Client interface of the Customer, the re-access to it is granted only after re-authorization. Usage of the authorization data by the Customer during the execution of his actions in the Client interface of the Customer is confirmed by the Parties as the equivalent of a handwritten signature of the Customer and involves legal consequences in accordance with the requirements of the legislation of the Russian Federation. All actions performed in the Client interface of the Customer using its authorization data of the Customer are confirmed by the Parties, committed personally by the Customer and give rise to legal consequences in accordance with the requirements of the legislation of the Russian Federation.

2. SUBJECT OF THE CONTRACT

2.1. The contractor undertakes to render to the Customer the consulting services (hereinafter – Services) by Customer's participation in seminars, workshops, conferences, symposia, courses of the Contractor (hereinafter – Events).

2.2. The program of Events is presented on the Contractor's website [www.ormco.ru](http://www.ormco.ru) or www.orthodontia.ru.

2.3. Under the present Contract the Contractor does commit to:

- arrange rooms necessary for the Event;

- provide the production of information materials for the Event and send them to the Customer;

- organize the proper functioning of the Event;

- carry out the Events by their own employees and (or) with the involvement of third parties;

2.3. The Customer does commit to accept and to pay for the Services rendered to him.

2.4. If the Customer did not claim to the Contractor after the rendering of Services, the Services are considered as performed.

3. CONDITIONS OF THE CONTRACT

3.1 Events’ periods:

The Events’ periods are published on the website of the Contractor [www.ormco.ru](http://www.ormco.ru) or www.orthodontia.ru.

3.2. The periods can be changed by the Contractor unilaterally with obligatory notification of the Customer by publication of information about Events’ periods on the website of the Contractor [www.ormco.ru](http://www.ormco.ru) or www.orthodontia.ru.

3.3. The seminar venue is established by the Contractor. The Customer is informed about the venue of the course by publication of information about the venue on the website of the Contractor [www.ormco.ru](http://www.ormco.ru) or www.orthodontia.ru.

According to the Contractor decision the venue can be changed unilaterally with notifying the Customer by publication of information about the venue on the website of the Contractor [www.ormco.ru](http://www.ormco.ru) or www.orthodontia.ru.

3.4. In the case of non-appearance of the Customer to the Event after payment for participation, the refund is not possible.

4. COST OF SERVICES, PROCEDURE AND TERMS OF PAYMENT

4.1. The cost of participation in the Events is published on the website of the Contractor [www.ormco.ru](http://www.ormco.ru) or www.orthodontia.ru.

4.2. Payment of Services by the Customer is made by prepayment. Payment can be made in any convenient for the Customer way:

4.2.1. By prepayment in the amount of 100 % (percent) of the total cost of participation in the Event, but not later than 7 (seven) calendar days prior to the start of the Course.

4.3. Payment for Services by the Customer is made by transferring money on the settlement account of the Contractor through the use of electronic payment system (details on the website <http://www.ormco.ru> or www.orthodontia.ru) and/or via offices and branches of JSC "Sberbank of Russia" (payment order is on the website http://www.ormco.ru or www.orthodontia.ru), and also by the cash payment to the Contractor’s cashier in the offices of Saint-Petersburg (Malookhtinsky PR-t, 64 building 3, business center "St. Petersburg Plaza") and of Moscow (Leningrad prospect, 37, K 9) not later than 1 (one) working day before the date of the Event. .

5. LIABILITY OF THE PARTIES

5.1. For nonfulfillment or improper performance of obligations under the present Contract the Parties are responsible in accordance with the current Legislation of the Russian Federation.

6. CONFIDENTIALITY OF PERSONAL DATA AND THE EXCHANGE OF INFORMATION

6.1. Documents and data containing information about the personal data of the Customer are confidential. The Contractor provides the confidentiality of personal data and is obliged not to allow their distribution without the agreement of the Customer, or the availability of other legal grounds.

6.2. All measures of confidentiality by collecting, processing and storing of Customer's personal data are distributed in both paper and electronic (automated) data storage media.

6.3. The Parties agree that all notices necessary for the proper fulfilment of the Contract are addressed by the Parties in writing by mail, Fax or email, as well as with the help of bulk SMS on a mobile phone.

7. GENERAL CONDITIONS

7.1. The validity of the present Contract starts on the date of its signing and until fulfilment of all obligations by each Party.

7.2. All changes and additions to the present Contract are valid and are its integral part, if they are made in writing, duly executed and signed by authorized representatives of the Parties.

7.3. The Contract can be terminated at the end of any stage by written notice to the other Party, but not later than 10 (ten) calendar days before the proposed date of termination. In such cases the Parties must make all payments within 5 (five) banking days from the date of termination or cancellation of the Contract.

8. LEGAL ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES

|  |  |
| --- | --- |
| **Contractor:**  **Ormko Ltd** TIN 7806182285 / RRC 780601001 PSRN 1157847236073 Legal address: 191186, Saint-Petersburg, Aptekarskiy per. 6, office 17Н Postal address: 195112, Russia, Saint-Petersburg, Maloochtinskiy prospect, 64, liter В, office 26Н.  Bank details: Branch of Closed Joint-Stock Company CB CITYBANK in Saint-Petersburg  Account 40702810500390068001 K/a 30101810100000000765 BIC 044030765  General Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/Kovtyushenko A.P.**/** | **Customer:** |