



TRAINING AGREEMENT No \_\_\_\_\_  
General

**GENERAL PROVISIONS**

1. The Training Agreement (hereinafter referred to as "the Agreement") shall establish the terms and procedure for training the Student (hereinafter referred to as "the Student") according to the material and methodology prepared by the Training Institution and given to the student as well as the terms of payment for training.

**OBLIGATIONS OF THE PARTIES**

**2. The Training Institution shall:**

- 2.1. Allow the Student to attend Training, provide the Student with training aids, instruments, materials, and methodological material;
- 2.2. Guarantee that the Philings methodology created by PhiAcademy, Tutor Master Philings Zlata Kicin) is applied for training in case of Philings;
- 2.3. Prior to the beginning of Training, deliver to the Student the training material, the schedule of Training, and other material that is important for fulfilment of this Agreement;
- 2.4. Provide every Student with the package of methodical training material (as a hard copy and on electronic media) prepared prior to the beginning of Training;
- 2.5. Assure that the training procedure is provided with all necessary technical means (projectors, screens, writing boards, paper, and etc.);
- 2.6. Assure that the training material delivered by the Training Institution, the means and ways for presentation of the material do not breach the rights and interests of third parties and copyright and neighbouring rights; If the Training Institution breaches the requirements of this item, it shall be directly liable to third parties and shall reimburse to the Student for the damages caused by these breaches;
- 2.7. Indicate in the training material the sources used and the authors thereof and by other applicable means ensure that the intellectual property rights of third parties are not breached;
- 2.8. Provide the Student with conditions to master the subject matter indicated in the Special Part of the Agreement;
- 2.9. Assure that Training in the subject matters indicated in the Special Part of the Agreement is carried out qualitatively and thoroughly and is accompanied with together by practical application;
- 2.10. Issue the certificate executed in English to certify participation in Training and the results of Training;
- 2.11. Assure that tutors and other employees comply with the ethical requirements with regard to Students;
- 2.12. Carry out Training duly and competently, assure that the tutor of Training has proper qualification and skills to duly present the subject matter of Training so that Student would understand him/her;
- 2.13. Handle personal information of Students in accordance with the requirements of legal acts of the country of the Training Institution.

**3. The Student shall:**

- 3.1. Prior to the beginning of Training, look through the wording of legal acts published on the website of the Training Institution, which regulate the procedure of Training, and regularly look up them during Training;
- 3.2. Comply with the requirements of legal acts published on the website of the Training Institution, which regulate the procedure of Training;
- 3.3. Promptly pay a fee for Training;
- 3.4. Follow the instructions of the tutors of Training during practical studies;
- 3.5. If the Student seeks to receive the qualification of a master conferred by the Training Institution, the Student shall: after finishing Training and starting rendering services that the Student mastered during Training, notify to the Training Institution his/her desire to receive the qualification of a master and, for first 6 months after finishing Training, submit to the Craft Master system managed by the Training Institution the photographic pictures of the results of works performed by the Student, the minimal requirement: photographic pictures at least of one (1) result of the procedure made to one (1) client should be delivered once per week, so that the Training Institution would evaluate the quality of the activity of the Student;
- 3.6. If the Student seeks to receive the qualification of a tutor conferred by the Training Institution, the Student shall: notify to the Training Institution his/her goal to receive the qualification of a tutor and, for 3 months, shall submit to the Craft Master system managed by the Training Institution the photographic pictures of results of the procedures performed by him/her, the minimal requirement: photographic pictures at least of five (5) results of procedures performed for five (5) clients should be delivered once per week, so that the Training Institution would evaluate the quality of the activity of the Student in accordance with the evaluation system set by the Training Institution, which is published on the website of the Training Institution and which has the following core principles:
  - Evaluation of the grade of complexity of the procedure performed by the Student: in the 5 score system;
  - Evaluation of procedures performed to one (1) client, to achieve the result desired the score is to be 1 and more;
  - Evaluation of the result of the procedure: after the initial procedure and after each correction made to the same client: in 5 score system;
  - Evaluation of the description of work with each client: evaluation of the skin type, the description of the progress of the procedure according to the form set by the Training Institution.

**PAYMENT FOR TRAINING AND LIABILITY**

4. A fee for Training is indicated in the Special Part of the Agreement.
5. The fee for Training indicated in the Special Part of the Agreement shall be paid up within 7 calendar days from the date when this Agreement is signed.
6. If the Student fails to pay the fee in whole or in part, the Student may be subject to payment a late payment penalty amounting to 0.02 percent of the sum due for each day of delay. If the fee is not paid in due time, the Training Institution shall have the right to terminate the Agreement.

7. If the Agreement is cancelled for any reasons, the fee paid for Training shall not be subject to refunding, except for events when the Student does not continue attending Training;
- 7.1. The Training Institution terminates the Training procedure;
- 7.2. Force majeure circumstance preventing the Training Institution from completing Training according to the Training curriculum arise.
8. In the events indicated in items 7.1 and 7.2 of the General Part of the Agreement, the Training Institution shall refund to the Student the share of the fee in proportion to the time of Training, which was not attended by the Student for the reasons set forth in the said items.
9. If the Student who did not finish the Training or for any other reasons failed to receive the certificate and who represents himself/herself via any mass media (the internet, advertising booklets, business cards, and etc.) to the public, prospect clients, or any other persons as the Student of Training, the Student shall pay to the Training Institution EUR 700 penalty for each day of breach, for each case of such a breach of the Agreement.
10. If the Student of Training failed to receive from the Training Institution the certificate of a master and represents himself/herself via any mass media (the internet, advertising booklets, business cards, and etc.) to the public, prospect clients, or other persons as a master holding the certificate of a master issued by the Training Institution, the Student shall pay to the Training Institution EUR 1,000 penalty for each day of breach, for each case of such a breach of the Agreement.
11. If the Student of Training failed to receive from the Training Institution the certificate of a tutor and represents himself/herself via any mass media (the internet, advertising booklets, business cards, and etc.) to the public, prospect clients, or other persons as a tutor holding the certificate of a tutor issued by the Training Institution, the Student shall pay to the Training Institution EUR 2,000 penalty for each day of breach, for each case of such a breach of the Agreement.

#### QUALIFICATION CONFERRED TO THE STUDENT AND RIGHTS GRANTED BY THE CERTIFICATE

12. The Training Institution shall issue to the Student who successfully finished Training a certificate that grants to the Student the right:
  - 12.1. To perform procedures mastered during Training;
  - 12.2. To publish information that the Student finished the Training held by the Training Institution;
  - 12.3. To publish information that the Student renders the services mastered during Training to his/her clients in accordance with the methodology of the Training Institution;
  - 12.4. To seek to receive the qualification of a master and a tutor;
  - 12.5. To publish information that he/she has the qualification of a master conferred by the Training Institution provided that, in accordance with the legal acts of the Training Institution published on the website of the Training Institution, a certificate certifying the qualification of a master has been issued to the Student;
  - 12.6. To publish information that he/she has the qualification of a tutor conferred by the Training Institution and/or the qualification granting the right to teach other persons to work according to the same methodology that the Student mastered during Training and to issue to such persons trained by the Student certificates certifying completion of training in the form approved by the Training Institution.

#### TERMINATION OF THE AGREEMENT

13. The Agreement may be terminated at the discretion of the Student and the Training Institution.
14. The Student may at any time, for any reasons, unilaterally, without prior notice, and without resort to courts, cancel the Agreement by giving to the Training Institution a written notice.
15. The Training Institution may unilaterally, without resort to courts cancel the Agreement by giving to the Student at least 30 days prior notice.
16. The Agreement shall be deemed to be cancelled if:
  - 16.1. The Student successfully finishes Training;
  - 16.2. The Institution terminates the performance of the Training activity;
  - 16.3. Force majeure circumstances preventing the Training Institution from completion of Training according to the training curriculum arise.
17. If the Student wants to resume Training that has been terminated, he/she shall enter into a new Agreement.

#### CONFIRMATIONS

18. The Student hereby is confirming that:
  - 18.1. He/she looked through the provisions of the Agreement prior to signing the Agreement and has understood them;
  - 18.2. All the provisions of the Agreement have been explained to him/her prior to signing the Agreement;
  - 18.3. He/she gives consent to all the provisions of the Agreement, and these provisions express the will of the Student;
  - 18.4. He/she looked through the legal acts published on the website of the Training Institution, which regulate Training, agrees with the provisions thereof, and assumes an obligation to follow them;
  - 18.5. He/she received one counterpart of the Agreement;
  - 18.6. He/she gives consent to the Training Institution to handle the personal information of the Student;
  - 18.7. He/she grants to the Training Institution the right to publish in any mass media (including the internet, advertising booklets, and etc.) the images of the Student's practical works indicating or not indicating the author of works.

#### FINAL PROVISIONS

19. The Agreement shall come into force from the date when it is signed and shall be effective until the obligations thereof are fulfilled and unless it is cancelled otherwise.
20. This Agreement has been executed in two counterparts of the same legal force. One counterpart has been handed over to the Student, the other one shall be kept with the Training Institution.
21. Relationship between the Student and the Training Institution not stipulated by the Agreement shall be settled in accordance with the legal acts of the Training Institution published by the Training Institution.
22. The Agreement shall be construed in accordance with the German law.
23. All controversies between the Student and the Training Institution shall be settled in a way of negotiations, and where necessary – in courts of Fritzlär.

24. All the notices either provided for in the Agreement, or related to fulfilment of the Agreement, or related to defence of requirements arising out of the Agreement in accordance with the civil procedure shall be executed in writing, delivered via e-mail or by a registered mail to the addresses of the parties indicated in the Agreement. Each party shall have the right to choose the best acceptable manner of delivery of a notice.
25. If a notice is delivered via e-mail, it shall be deemed as received by the party on the same day provided that the notice is sent in business hours or on the next working day provided that it is sent beyond business hours. If a notice is delivered as a registered letter, it shall be deemed as received by the party after expiration of 5 (five) calendar days from dispatch.
26. The parties shall in writing notify to each other any changes in their requisites not later than on the next working day. If a party fails to fulfil this obligation, it shall be prohibited from lodging complaints that it did not receive a notice of a breach of the Agreement by the other party and etc. when the other party acted according to the last known address or requisites of the other party.
27. Information about the progress of Training may be delivered to public institutions that have the authorizations granted by law.

TRAINING INSTITUTION	STUDENT
<hr/> <p>(signature of the Representative, a seal)</p>	<hr/> <p>(signature)</p>