



**Agreement  
concerning rendering of services  
# \_\_\_\_\_**

Moscow \_\_\_\_\_ " \_\_\_\_ " 200\_\_

hereinafter referred to as "the Client", represented by

acting on the basis of

on the one hand, and Reisebuero WELT Limited Liability Company, hereinafter referred to as "the Company", represented by General Director Konstantin Radushkevich, acting on the basis of the Articles of Association on the other hand, collectively referred to as "the Parties", have concluded the present Agreement about the following.

**1 Subject of the Agreement**

- 1.1 In accordance with the present Agreement the Company undertakes to provide services in the territory of Russia and CIS to the Client in terms and scope signed in the orders application, forwarded by the Client to the Company's address, and the Client undertakes to pay for the services, provided by the Company in accordance with the present Agreement.
- 1.2 The list of services provided by the Company (hotel accommodation, visa support, transfers, excursion programs, meals, sale and delivery of air and railway tickets, services of interpreters, as well as other services) is available in the Company's advertising booklets and brochures as well as at the web sites: <http://www.reisebuero-welt.com>, <http://www.hotels-booking.ru/eng>. The price list also available at the Company's sites shall be the reference material with respect to prices for services provided by the Company.
- 1.3 The ultimate data on the services cost and terms of cancellation, as well as other conditions for each specific order, are finally set in the Confirmation of guaranteed reservation forwarded by the Company to the Client's address (to the Clients of the Agent).
- 1.4 The realization of tourist services is carried out according to the requirements of the international standard ISO 9001:2000 (the certificate # 00090-2006-AQ-MCW-FINAS from March 01<sup>st</sup>, 2006).
- 1.5 The Company realizes tourist services having financial guarantee according to the current legislation of the Russian Federation – the Insurance contract of the civil liability for non-performance or default in performance of the obligations under the Agreement concerning rendering of services # 433-002083/08 from January 24<sup>th</sup> 2008; Insurer – "INGOSSTRAH", OIJS. Postal address of Insurer – 12 Pyatnitskaya str, Moscow, 113805, Russia. The contract is valid until May 31<sup>st</sup> 2009, the financial guarantee is worth 10 000 000 (ten million) rubles.
- 1.6 The Company profile is contained in the "Unified Federal Register of Tour Operators" (the certificate series # 005107 from June "01" 2008; register number – MVT 001875).

**2 Obligations of the Parties**

- 2.1 The Company shall
  - 2.1.1 Make orders for the services upon the receipt of a written application from the Client sent by fax, by e-mail or by other method.
  - 2.1.2 Confirm services orders within 24 (twenty four) hours following the receipt of application for individual guests and within 48 (forty eight) hours for a group of guests, excluding weekends and holidays. In case the booking is not possible in the terms indicated above the Company shall inform the Client of a different date for getting the Confirmation of Services



Order.

- 2.1.3 Inform the Client in a timely manner of changes related to ordered services.
- 2.1.4 Perform all necessary actions related to servicing with respect to ordered services.
- 2.1.5 Provide the Client with the information on consumer properties of a tourist product on services provided according to the orders application. And also to inform the Client on the responsibility for infringement of laws, rules of personal safety, about formal requirements, conditions and restrictions which are brought on them by carriers, consular, customs and other establishments.
- 2.1.6 Promptly inform the Client about any circumstances, which may affect the execution of the present Agreement.
- 2.2 The Client shall
  - 2.2.1 Make all payments with respect to the ordered services in timely manner. The services payment shall be made at the prices and tariffs set by the Company (paragraph 1.3).
  - 2.2.2 When ordering services send a written services order application to the Company in a free format or in the form indicated in Appendix 1 and at the web sites of the Company. An order of free format is to be drawn up on the Agent's proprietary letter-head and contain the following mandatory information: list of required services and corresponding dates, information on a contact person and suggested means of payment.
  - 2.2.3 To extend the stay the Client shall submit an application to the Company no later than 24 (twenty four) hours before the initially confirmed date of departure (checkout time), excluding weekends. If the Client departs before the booked date the notification shall be sent 24 (twenty four) hours before the initially confirmed departure, unless otherwise is indicated in the Confirmation of guaranteed services order forwarded to the Client.
  - 2.2.4 Promptly inform the Company about all changes or amendments which may arise as a result of providing of the services within the terms indicated in this present Agreement and in the Confirmation of Services Order.
  - 2.2.5 In case an additional explanation of consumer properties of the provided services specified in the application is required, The Client forwards a written inquiry to the Company stating the necessity to provide them with explanations regarding the consumer properties of the services rendered (direction date is considered to be the date of receipt of the inquiry by the Company). In case of not directing such written enquiry, the Client is considered to agree with the consumer properties of the provided services. The term of inquiry direction is no later than the date of the execution of penalty provision regarding the application cancellation or alteration specified in the Confirmation of guaranteed reservation forwarded to the Client by the Company on each specific application.
  - 2.2.6 The ultimate information on a specific booking order is to be stated by the Company in the Confirmation of guaranteed reservation forwarded to the Client.

### 3 Cost of the services and the Order of settlements

- 3.1. The prices stated in the price list shall be for reference purposes only and may be changed unilaterally by the Company.
- 3.2. The prices on services in the price list shall be stated in Russian rubles.
- 3.3. In case of forwarding the written Confirmation of guaranteed reservation to the Client, the Company shall not be entitled to change the price of the ordered services otherwise than by preliminary agreement with the Company. The Client has the right to reject the services on new conditions by sending the written notification to the Company not later than within 24 (twenty four) hours from the receipt of the Company's notification, the client bearing no responsibility for the refusal. The date of the mark on the fax delivery confirmation or the date of the e-mail direction is to be construed as the date of the receipt of the Company's notification.
- 3.4. If the money liability stipulates that it is subject to payment in rubles of Russian Federation in the sum equivalent to the sum in a foreign currency or in standard units, the subject payment is defined at an official current foreign exchange rate of the Central Bank of the Russian federation for the day of payment unless other rate or other date of its definition is established by the law or by the agreement of the Parties. The day of the receipt of funds to the Company's transit account.
- 3.5. All the settlements between the Client and the Company shall be made on the basis of the invoices, issued by the Company, by one of the following methods.
- 3.6. Cash payments shall be made in rubles of Russian Federation within fixed limits (Directive of the Central Bank of Russia dated June 20. 2007 1843-U).
- 3.7. International banking cards payments (VISA, Master/EUROCARD, Diners club) shall be made in rubles of Russian Federation.
- 3.8. Bank transfer payment is to be made to the Company's account depending on the currency of payment. Bank transfer payment may be executed in US dollars or euro according to the legislation, if the Client is not a resident of the Russian Federation.
- 3.9. The method and terms of payment shall be agreed upon by the Parties in each particular case when ordering the services. In case the Client disburses no prepayment (in agreement with the Company) for the services, they provide the Company with the guarantee (indisputable irrevocable obligation) to pay the Company's services booked in accordance with the application. The form of the Client's guarantee letter is to be agreed with the Company.
- 3.10. In case of non-disbursement of the funds in full to the Company's account or cash register within the terms stipulated in paragraph 3.4. of the present Agreement, the Company retains the right to cancel the application of the travel product.

3.11. The moment of fulfillment of the payment obligations of the services provided by the Company shall be the date of receipt of funds at the Company's account or to the cashier's desk of the Company.

3.12. The funds transferred by the Client on account of future payments for services at the request of the Client shall be returned within 5 (five) banking days from the moment of receipt of the corresponding request.

3.13. The Client may also entrust the Guest with payment for services directly onto the Company's account or at the Company's cashier's desk having preliminary agreed it with the Company. The information regarding the specified means of payment is directed to the Company by the Client in a letter or is indicated in the application.

3.14. Upon the termination of services provision according to the concrete application of the Client, the Company prepares an Acceptance certificate and forwards it to the Client within 5 (five) working days. The certificate should be signed by both parties. In case of non-return of the Certificate from the Client within 5 (five) working days and non-receipt of a reasoned refusal to sign the certificate, the acceptance certificate is considered signed, whilst services are considered accepted/ fully provided.

### 3.9 Terms of Cancellation

4.1 Information on a cancellation or a change in the terms of travel from the Guest/ group of guests shall be accepted in writing within the time limits stated in the Confirmation of guaranteed services order, this Confirmation sent to the Client's address.

4.2 In case of a late cancellation, late changes of terms of the trip or no show, the Client shall be charged a penalty at the rate of 100 % of the cost of ordered services, for the first 24 hours of servicing, unless otherwise provided for in the Confirmation of guaranteed services order, this Confirmation sent to the Client's address.

4.3 In case of the Client forwarding information to the Company in accordance with paragraphs 4.1 and 4.2 of the present Agreement, a written confirmation of the booking cancellation/alteration is to be received from the Company.

### 5 Responsibility of the Parties

5.1 The Company shall take the contractual obligations only in accordance with the applications and in the volume covered by the written Confirmation of guaranteed services order.

5.2 The Parties shall bear responsibility under the present Agreement according to the legislation of the Russian Federation, and also shall submit for consideration the claims on the documentary data under each concrete application.

5.3 The Client's claims/ complaints regarding quality of the provided tourist services are accepted by the Company within 20 (twenty) days from the moment of the termination of the services provided and are considered within 10 (ten) days from the moment of reception.

5.4 The Company shall not bear responsibility to the Client in the case of impossibility to fulfill their obligations caused by unauthenticity, incompleteness or untimely submission of information and documents, required by the Company or due to violation of other conditions of the present Agreement by the Client.

5.5 In case of late payment of the services provided by the Company, the Client shall pay a penalty to the Company in the amount of 0.1% of the total amount for each day of the delay. First of all, the Company reserves the right to itself to acquit the penalty, and in the remained part the sum extinguish the basic duty.

5.6 The Company shall not be responsible for the damage caused by the Client (a Guest) to a Third Party or by a Third Party to the Client (a Guest).

5.7 The Company shall not be responsible for reimbursement for the monetary costs of paid-for services to the Client if, within the servicing period, the Client at his/ her own discretion or in accordance with their interests makes no use of all or part of the ordered and paid-for services, and shall reimburse for no costs that are beyond the scope of the services specified in the Agreement and the Appendixes to it.

5.8 The Company shall not insure the Client's Guest/ guests and shall not bear responsibility for possible accidents in the course of the travel arranged for by the Company. The Company shall bear no responsibility for a cancellation or a change of the departure time of air flights and related possible changes in the scope and terms of rendering some or other services. In such cases air carriers shall be liable to the Client in accordance with national Russian and international rules.

5.9 In case any Guest of the Client dies, the Company shall bear no liability for costs related to his/ her burial and transportation.

5.10 Visa support for obtaining Russian tourist entry visa is granted by the Company only for visiting the cities, where the Client's guests accommodation is confirmed by the Company and for the period of time confirmed by the Company. In case of an unauthorized breaking of the coordinated and confirmed itinerary by the Guest/ guests, the Company, according to the legislation of the Russian Federation, shall have to inform the Law enforcement bodies, which may entail penalties towards this particular guest/guests and his/their deportation from the territory of the Russian Federation and therefore the refuse in Russian entry visa granting within nearest 5 (five) years.

5.11 Penalty fee and other similar sanctions are executed by the Company under the condition of directing associated notifications to the Client.

5.12 The issuance of an entry visa is the exclusive prerogative of Consulate bodies of the Russian Federation. The Company shall not be responsible for a refusal of RF consular services to issue an entry Russian visa to the Client or to one of his/ her guests.

5.13 Force-majeur

- 5.13.1 The Parties shall be exempt from responsibility for their inability to fulfill the contractual obligations caused by the circumstances of irresistible force (force majeure). In accordance with the present Agreement, the circumstances excluding liability of the Parties shall include the actions of state authorities of the Russian Federation and foreign countries, consulate departments of embassies, border control bodies, etc. which may affect the fulfillment of the contractual obligations by the Parties.
- 5.13.2 The events specified in paragraph 5.1.3.1 of the present Agreement should have extraordinary, unforeseen character, should be established by the government and arise after the conclusion of the Contract.
- 5.1.3.3 The Party, for which the impossibility of the execution of the obligations under the present Agreement was created, should inform the other Party within the shortest term (no later than 48 (forty eight) hours) of occurrence and termination of the circumstances which are impeding execution of the obligations under the present Agreement. Non-notification or inadequate notification deprives the Party of the right to refer to force-majeure circumstances as the circumstances excluding responsibility for the execution of the obligations under the present Agreement.
- 5.1.3.4 Force majeure circumstances do not forfeit the Client's obligations to pay the Company for the services already rendered.
- 5.1.3.5 In case the effect of the force majeure conditions last longer than 3 calendar months, the Parties settle the issue concerning the further validity of the present Agreement and reasonability of its denunciation by negotiations.

## 6 The order of registration and reception of compensation by the Client

- 6.1 The Client has the right to appeal with the payment requirement of the insurance compensation under the Insurance contract of the civil liability first of all to the Company. And if the Company refuses to compensate, the Client has the right to appeal directly to the organization that have given the financial guarantee to the Company.
- 6.2 The order of issuance and reception of the compensation by the Client is defined by the Federal Law of the Russian Federation "About bases of the tourist activity in the Russian Federation" # 132-FZ from November 24th 1996, and also by the present Agreement.
- 6.3 The basis for the payment of the insurance compensation under the Insurance contract of the civil liability of the Company is the fact of the establishment of a duty of the Company to compensate to the Client the real damage, which was caused by guilty non-performance or default in performance of the obligations by the Company under the present Agreement, if it is essential infringement of the conditions of the present Agreement, proceeding from norms of item 17.4 of the Federal Law "About bases of tourist activity in the Russian Federation" # 132-FZ from November 24th 1996.
- 6.4 In cases of non-performance or default in performance of the obligations by the Company under the present Agreement and the presence of the bases for payment of the insurance compensation under the Insurance contract of the civil liability of the Company, the Client or its lawful representative has the right to make, within the limits of the sum of the financial guarantee, directly to the Company the written inquiry about the payment of the insurance compensation or about the payment of a sum of money.
- 6.5 The charges which have been made and have been not caused by the requirements to quality of tourist services, usually shown to tourist services are not a subject to compensation by the Insurer of the Company.
- 6.6 The Client's satisfaction of the requirement about payment of the insurance compensation under the Insurance contract of the civil liability of the Company is made not later than 30 (thirty) calendar days after day of reception of the specified requirement with the appendix of all necessary documents stipulated by item 17.5 of Federal Law "About bases of tourist activity in the Russian Federation" # 132-FZ from November 24th 1996.
- 6.7 The satisfaction of the requirement of the Client about the payment of the insurance compensation under the Insurance contract of the civil liability of the Company is not made, if events have occurred in connection with below listed circumstances:
- alcoholic, narcotic or toxic intoxication of the Client;
  - suicide (suicide attempt) of the Client;
  - impact of nuclear explosion, radiation, radioactive or other kind of infection;
  - acts of nature and their consequences, epidemic, quarantine, adverse weather conditions;
  - certificates/ acts of any authorities and managements;
  - deliberate actions of the Client and/ or the interested third parties, directed on approach of an insurance case;
  - fulfillment by the Client of the illegal act which is being in a direct relationship of cause and effect with approach of an insurance case;
  - flight of the tourist on the flying device, management of it, except for cases of flight as the passenger by the plane of civil aircraft operated by the professional pilot;
  - flight of the Client on engineless flying devices, motor gliders, super easy flying devices, and also parachute jumps;
  - military actions and their consequences, national disturbances, strikes, revolts, mutinies, mass disorders, acts of terrorism and their consequences;
  - service of the Client in any armed forces and formations; employment of the Client by dangerous kinds of activity

(including as the professional driver of motor transport, the miner, the builder, the electroassembler).

7 Conditions of change, cancellation and termination of the Agreement, validity terms

- 7.1 The Parties have agreed that the documents relating this present Agreement shall have legal effect if sent by e-mail or fax with presence of the signature of the authorized person and of the official seal of the organization.
- 7.2 Each of the parties has the right to demand change or cancellation of the Agreement in connection with the essential changes of circumstances from which the parties proceeded at the conclusion of this present Agreement on the basis of item 10 of the Law of the Russian Federation "About bases of tourist activity in the Russian Federation" # 132-FZ from November 24th 1996.
- 7.3 At cancellation of the present Agreement in connection with the essential changes of the circumstances, specified in item 7.2 of this present Agreement, the indemnification is carried out according to the actual expenses of the parties.
- 7.4 The present Agreement is construed as automatically terminated if no transaction takes place within 1 (one) year starting from the last transaction.
- 7.5. The present Agreement may be terminated earlier by mutual agreement of the Parties or by an unilateral discontinuance by one of the Parties of performance hereunder with a 30 (thirty) calendar days notice. Such unilateral termination is only possible on condition of full settlement between the Parties.
- 7.6. The present Agreement comes into force on the date of its signing by the Parties and shall be valid until \_\_\_\_\_ " \_ " 200\_\_. The Company starts to fulfill its obligations under this Agreement only upon receipt of the signed, filled-in and sealed original copy of the Agreement from the Client.
- 7.7. The present Agreement shall be extended each time for a one year term, unless one of the Parties gives a written notice to the other Party of its intention to terminate the present Agreement no later than 1 (one) month prior to the established expiration date.

8 Settlement of Disputes

- 8.1 The Parties shall resolve all claims and disputes, which may arise from this Agreement or in connection herewith, by means of negotiations.
- 8.1 All claims and disputes that the Parties are unable to settle by means of negotiations shall be resolved according to the legislation of the Russian Federation in the Arbitration Court of the City of Moscow.

9 Additional Provisions

- 8.2 The present Agreement and all information concerning its execution shall be related to proprietary information and may be provided only to competent state authorities according to the current legislation of the Russian Federation.
- 9.1 The present Agreement is executed in 2 (two) equally enforceable original copies.
- 9.2 The written Confirmation of guaranteed services order has the validity of the tourist voucher.

10 Addresses of the Parties and wiring instructions

Company:

Reisebuero WELT, LLC

Legal Address:

107497, Moscow, Irkutskaya str., 11/17, bld. 1, 3.

Location Address:

Bld. 1., h. 20, Sadovnicheskaya st., Moscow, 115035

Bank Account:

Beneficiary: Reisebuero WELT, LLC  
Moscow, Russia

Account: # 407 028 408 020 000 62275 in JSCB ROSEVROBANK, Moscow, Russia, SWIFT: COMKRUMM.

Correspond. Account:

# 04-415-190 with DEUTSCHE BANK TRUST COMPANY AMERICAS, NY, New York, USA  
Swift: BKTRUS33

Tel.: +7 (495) 933-78-78, fax: +7 (495) 933-78-77

E-mail: [info@welt.ru](mailto:info@welt.ru)

Internet: <http://www.reisebuero-welt.com>,  
<http://www.hotels-booking.ru/eng>

Client:

Legal Address:

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Location Address:

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Bank Account:

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Correspond. Account:

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11 Signatures of the Parties

For

Reisebuero WELT, LLC

Position:

General Director

Name:

K.V. Radushkevich

Signature

For

Position:

Name:

Signature