Agency agreement No CONTRACT-NUMBER

Yerevan, Republic of Armenia

«Company LTD» **,** hereinafter referred to as «Agent», represented by _____ acting under the Charter, on the one hand, and **I/E Eduard Novoseltsev, I.C.: 28175348, founded and acting in accordance with** the **legislation of the Republic of Armenia,** hereinafter referred to as «Principal» represented by **I/E Eduard Novoseltsev**, acting under the Charter, on the other hand, jointly referred to as «Parties», have entered into this Agreement as follows:

1. **SUBJECT MATTER OF THE AGREEMENT**

1.1. The Agent, on behalf of the Principal, shall provide services in its own name, and the Principal shall pay the Agent's commission in accordance with this Agreement.

1.2. The Principal shall undertake their obligations under this Agreement upon receiving an actual booking request from the Agent.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Agent shall undertake to:

2.1.1. To ensure the submission of reservation requests for VIP lounges and business lounges via the online resource https://comfort-pass.online/.

2.1.2. The Agent is granted access to a Personal Account and API, which allows them to manage (edit) and submit (provide) a list of users.

2.1.3. Pay for the services booked timely and in full in accordance with this Agreement.

2.2. The Principle shall undertake to:

2.2.1. Receive the Agent's booking requests.

2.2.2. Inform the Agent of the confirmation of their booking request.

2.2.3. Inform the Agent of the terms and conditions of booking VIP lounges and business lounges.

2.2.4. Inform the Agent of price changes for the Services by sending a notification to the Agent at least 14 days prior to such changes via the personal account.

3. PAYMENT PROCEDURE

3.1. The tariffs for booking airport VIP lounges and business lounges shall be regulated through the Agent's personal account.

3.2. In case of late payment the Principal shall be entitled to apply penalties of up to 0.1% for each day of delay.

3.3. The Agent shall, within 10 calendar days after the reporting period (a full calendar month), submit an Agent's Report, and the Principal shall, within the same period, provide a Service Performance Act for the Agent's approval. The Agent shall sign the Act within 10 business days of receipt and return one copy to the Principal or submit written objections within the same period.

3.4. If the Service Performance Act is not returned within the specified period, the services shall be deemed rendered by the Principal and accepted by the Agent.

3.5. Any unused advance payment remaining with the Agent for more than a year may be refunded or carried forward if the Agreement is extended or renewed.

3.6. All the expenses related to transferring funds to the Principal's bank account shall be borne by the Agent independently.

3.7. The Agent shall pay for the services excluding the commission.

3.8. The Principal may increase the amount of the Agent's commission during the term of this Agreement by signing a supplement agreement.

3.9. If the Agent provides the Services on more favorable terms, the additional profit shall belong to the Agent, and the Principal shall have no claim to it. Such income is not subject to this Agreement or settlements between the Parties.

3.10. At the Principal's request, the Agent may perform one-time or recurring bookings under a referral program. When using the referral program for VIP and business lounge bookings via the Principal's website, the commission shall be calculated as follows: at the end of each calendar month, the commission equals the difference between the selling price and the contract price, minus 2.5% of the total monthly referral sales volume.

4. TERM OF THE AGREEMENT, PROCEDURE FOR AMENDMENT AND TERMINATION

4.1. This Agreement enters into force upon signing by both Parties and is valid for one year, with automatic renewal unless either Party notifies the other in writing at least one month before expiration.

4.2. All the amendments and supplements to this Agreement shall be made in writing.

4.3. The Principal reserves the right to unilaterally change the cost of the provided services by notifying the Agent through the personal account at least 5 (five) days before the new tariffs come into force.

4.4. This Agreement may be terminated by mutual agreement of the Parties. The unilateral termination of this Agreement shall be possible in the cases and manner prescribed by the law of the Republic of Cyprus.

5. LIABILITY OF THE PARTIES

5.1. The Parties shall be liable for failure to fulfill obligations or improper fulfillment of obligations under this Agreement in accordance with the legislation of the Republic of Cyprus.

5.2. The Principle shall not be liable for errors or invalidity of the documents or data provided by the Agent.

5.3. All the unconfirmed orders shall be fully (100%) refunded.

5.4. The Principle shall not be liable for actions of the government bodies including airport security, customs control or border control services.

6. FORCE MAJEURE

6.1. The Parties shall not be liable for the failure to perform or improper fulfillment of obligations under this Agreement in case of force majeure circumstances which include natural disasters, accidents, fires, mass riots, revolutions, acts of war, legislative acts, government decrees and mandates coming into force that directly or indirectly prohibit the types of activities specified in the Agreement, prevent from performing their functions by the Parties under the Agreement, and other circumstances independent of the will of the Parties.

6.2. The Party that has become the object of force majeure shall immediately notify the other Party about the incident in writing.

6.3. The case of force majeure shall be certified by the conclusion of the relevant state bodies.

7. DISPUTE RESOLUTION AND OTHER PROVISIONS

7.1. All disputes hereunder shall be settled by the Parties through negotiations. In case of failed negotiations, the Parties shall follow the Law of the Republic of Cyprus.

7.2. The Parties acknowledge the legal validity of documents sent by fax as equivalent to written documents, as well as those executed in electronic form.

7.3. All the supplement agreements and appendixes to this Agreement shall be considered its integral part.

7.5. This Agreement is executed in English in two identical copies, each having equal legal force for both Parties.

BANK DETAILS AND SIGNATURES OF THE PARTIES

Agent: Company LTD
Legal address: Legal address

Bank name:
Bank account
Tel.

E-mail:

Principal: I/E EDUARD NOVOSELTSEV
Legal address: Malatia-Sebastia, Mush, h. 57/1, Yerevan, Arme

I.C: 28175348
UNP 28175348 **r/c** 11817083926000ZAO

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+(374)12 565-546

Agent
_____ / _____ /
seal of the company

Principal:
_____ /Novoseltsev E.G./
seal of the company.