Service agreement No CONTRACT-NUMBER

Yerevan, Republic of Armenia

«Company LTD», hereinafter referred to as the «Customer» 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 «Contractor» 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 Contractor shall undertake to, at the request of the Customer, provide booking services for airport VIP lounges, and the Customer shall pay for these services in the manner and under the terms of this agreement.

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

2. **RIGHTS AND OBLIGATIONS OF THE PARTIES**

2.1. The Customer shall undertake to:

2.1.1. Submit their booking requests for VIP lounges by completing all the required fields through their personal account registered after signing the agreement, as well as through the Internet resource by installing the Contractor’s referral program on their website.

2.1.2. Inform the passengers or their representatives of the terms and conditions of booking VIP lounges.

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

2.2. The Contractor shall undertake to:

2.2.1. Receive the Customer's booking requests.

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

2.2.3. Inform the Customer of the terms and conditions of booking VIP lounges.

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

3. PAYMENT PROCEDURE

3.1. The tariffs for airport VIP lounge booking services shall be regulated through the Customer's personal account.

3.2. When using the referral program for booking VIP and business lounges through the Contractor’s online resource on the Customer’s website, the payment terms are as follows: at the end of the calendar month, the profit is calculated as the difference between the selling price and the price established under the agreement (as specified in the personal account), minus 2.5% of the total monthly referral program turnover.

3.3. Payment shall be made within 3 banking days from the date of invoice issuance.

3.4. In case of late payment, the Contractor has the right to impose penalties at a rate of 0.1% for each day of delay.

4. **TERM OF THE AGREEMENT, ITS MODIFICATION AND TERMINATION PROCEDURE**

4.1. This Agreement shall be effective from the date of its signature by both Parties. This Agreement is valid for one year and shall be deemed automatically extended unless either Party notifies the other in writing of its decision to terminate the Agreement one month prior to the expiration date.

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

4.3. The Contractor reserves the right to unilaterally change the cost of the provided services by notifying the Customer through their personal account.

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 Armenia.

5. **RESPONSIBILITY OF THE PARTIES**

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

5.2. The Contractor shall not be responsible for errors or invalidity of the documents or data provided by the Customer.

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

5.4. The Contractor shall not be responsible for acts of government bodies, namely, airport security, customs 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 SETTLEMENT PROCEDURE AND MISCELLANEOUS**

7.1. All disputes hereunder shall be settled by the Parties through negotiations. In case of failed negotiations, the Parties shall follow the legislation of Republic of Armenia, and also, should it be not possible to settle the dispute voluntarily due to objective reasons, it shall be transmitted for consideration to the courts of the Republic of Armenia according to its regulations.

7.2. The fact of concluding the Agreement, as well as other information given by the Parties to each other for the purposes of this Agreement shall be considered confidential and not be disclosed to third parties (except for the cases stipulated by the applied legislation). It shall be possible to provide the information to Sheremetyevo International airport JSC for the purposes of this Agreement. The obligation to maintain confidentiality shall remain effective within five years after the termination of this Agreement.

7.3. The Parties shall recognize the legal validity of the documents sent by e-mail or made electronically equally with the written ones provided that they were sent from the number or e-mail address specified in this Agreement. Also the Parties have agreed that they shall recognize the facsimile reproduction of the signatures of the authorised representatives of the Parties made on the Agreement, its supplement agreements or other documents related to this Agreement by copying means, except for the financial documents.

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

7.5. The agreement is made in English in two original copies each of which has the equal legal effect for each Party.

BANK DETAILS AND SIGNATURES OF THE PARTIES

Customer: Company LTD
Legal address: Legal address

Bank name:
Bank account
Tel.

E-mail:

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

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

"IDI Bank", Yerevan, Armenia

info@vip-rooms.am

E-mai1: info@vip-rooms.am

+(374)12 565-546

Customer
_____/ _____ /
seal of the company

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