

The "BT TRAVEL" LLC, license A MMII 049698 of September 02, 2015, represented by its director Svetlana Condratieva, hereinafter referred to as the Agent, on the one hand, and " _____ " _____ license A MMII no. _____ of _____ , represented by its director _____, acting under the Articles of Association, hereinafter referred to as the Subagent, on the other hand, hereinafter individually referred to as "**the Party**" and jointly referred to as "**the Parties**", have entered into this **Subagent Agreement** (hereinafter – **Agreement**) as follows:

1. SUBJECT OF AGREEMENT, TERMS AND DEFINITIONS

- 1.1. Under this Agreement, the Subagent undertakes to provide to the Agent services of commercial mediation in the implementation of the Agent's Tourism product and the Subagent shall duly pay for the services rendered by the Agent, in the amounts and in the manner specified herein.
- 1.2. This Agreement establishes the subagent relationship between the Parties, whereas the Subagent acts as a commercial agent in the manner determined by Chapter XXIII of the Civil Code of the Republic of Moldova.
- 1.3. While implementing commercial mediation under this Agreement, the Subagent shall enter into tourism contracts with the Customers (natural persons and/or legal entities) governing the provision of the Tourism product on its behalf.
- 1.4. **Customer, Customers of tourism services/Tourism products** – natural persons and/or legal entities, with whom the Subagent enters into tourism contracts.
- 1.5. **Tourists, Customer's tourists** – natural persons and/or legal entities, on whose behalf the person who is a Customer under a tourism contract orders the Tourism product (also refers to the Customer per se, who is a natural person);
- 1.6. **Tourism product** – a list of the tourism services provided and specified in price offers within the ONLINE system and the Agent's newsletters;
- 1.7. **Order** – an individually determined set of tourism services booked in the name of one or several tourists. An order is formed by the Subagent in compliance with the Customer's wishes and requirements and the Agent's current offers. Orders shall be sent to the Agent by fax and/or email and/or via the ONLINE system so that the latter can confirm the possibility of accepting the Order.
- 1.8. **Contract** – a standard tourism contract of the Agent, comprising a booking request; the Subagent enters into it directly with the Customer.
- 1.9. **Agent's partners** – business entities directly engaged in the provision of the ordered tourism services to the tourists (among them airlines, travel companies in the host country, hotels, etc.).
- 1.10. **Total order cost** – the cost of the tourism services making up the order, as determined by the Agent, taking into account the Subagent's remuneration.
- 1.11. **Cancellation** – a waiver of the Order or part of the order booked and/or purchased from the Agent, submitted by the Customer in writing or via the ONLINE system.
- 1.12. **ONLINE system** – an ONLINE system for real time booking of Tourism products and/or services.

2. RIGHTS AND DUTIES OF THE AGENT

The Agent undertakes the following:

- 2.1. Accept for consideration the Orders arriving from the Subagent, provided that the order data comply with the provisions hereof, and send a confirmation or rejection of the order in 3 days (by fax and/or e-mail and/or via the ONLINE system).
- 2.2. Simultaneously with the notice confirming the Order acceptance, to send to the Subagent an invoice specifying the total value of the Order at issue.
- 2.3. Book tourism services/package at the Agent's partners based on the accepted orders.

2.4. Issue travel vouchers, travel documents, insurance policies to the tourists as well as tour programs, and hand them out to the Subagent or the Customers, as per the effected booking of tourism services. To provide mediation services of visa support to the tourists, when necessary.

2.5. Provide to the Subagent reliable information about the Agent's Tourism product, and to notify the Subagent as soon as possible of any changes in the Tourism product, introduced by the Agent.

2.6. Provide to the Subagent promotional aids on the tourism services, which are ordered and/or can be ordered from the Agent under this Agreement, whenever possible.

The Agent has the right:

2.7. The Agent is entitled to replace the confirmed hotel with a similar or higher category hotel, as well as to replace the airline and/or modify the time of departure and/or arrival, the airport of departure and/or arrival and/or the time/place of departure of the bus, to replace/modify the tour program as well as to make other reasonable changes of the Tourism product. The Subagent must stipulate the abovementioned rights of the Agent in the contract entered into with the tourist and/or another Customer on the provision of the Tourism product; should the Subagent fail to do so, he shall have to compensate the losses incurred by the traveller and (or) another customer by himself and to a complete extent.

2.8. The Agent is entitled to cancel the ordered and confirmed Tourism product unilaterally in case of non-receipt or incomplete receipt of payment for the Tourism product in the timeframe stipulated in the contract.

2.9. To make unilateral amendments to the contract or to terminate it due to any changes in the material terms of contract and in the circumstances that determined the parties to enter into the contract.

2.10. If the Agent shall suspect any misuse of the Tourism product and/or the visas obtained by the Subagent's tourist by means of the Agent's services (suspect illegal migration), the Agent reserves the right to submit all the data on the tourist at issue to the competent authorities of the RM and to levy a penalty in the amount of 100% of the ordered services from the Subagent.

2.11. To cancel any tour/order/excursion program in case of the lack of the required number of tourists in the group.

3. DUTIES OF THE SUBAGENT

The Subagent undertakes the following:

3.1. To provide to the Customers complete and reliable information on the Agent's Tourism product, matching exactly the information provided by the Agent to the Subagent.

3.2. To form the Orders for the tourism services in compliance with the Agent's price offers and newsletters and to transmit the Orders to the Agent in due time enabling the Subagent to perform his duties in compliance with clause 4.3. hereof.

3.3. To enter into Contracts with the Customers on his own behalf. The provision of **visa related services may be included in the Contract only in a single package with accommodations services.**

3.4. To pay to the Agent the **entire** Order value, in the manner and within the time limits stipulated herein.

3.5. To provide timely to the Agent any information and documents required for issuing tourist vouchers, travel documents, visas, and insurance policies.

3.6. To hand out timely to the Customers travel vouchers, travel documents, insurance policies and tour programs, the entrance/travel tickets filled out by the Agent and the visa documents issued by embassies.

3.7. Upon receipt of the Customers' written complaints (applications, claims, etc.) regarding the improper provision of tourism services, to send immediately a certified copy thereof to the Agent by fax and/or e-mail, and to inform the Agent subsequently on the outcome of the claims.

3.8. To inform the Customer in a reliable and comprehensive manner about all the terms and conditions of efficient and safe use of the Tourism product; about the rules of entry into the country (place) of sojourn and departure from the country (place) of sojourn, including information on the need for a visa to enter the country and/or leave the country of sojourn; about the documents to be submitted within the time limits in order to receive entry visas to the country of destination. Furthermore, to inform the

Customer in a reliable and comprehensive manner about the tour program, including the time and date of departure/arrival/departure (by plane or other vehicles) and the place/city of departure/arrival/departure (by plane or other vehicles). To inform the Customer about all available services: transfer, health insurance, hotel category, room category, meals system, the number of nights in the tour, the number of days in the tour, excursions, as well as the contact telephone numbers, address, and name of the receiving operator.

To inform in a reliable and comprehensive manner about the local customs, religious rites, shrines, monuments of nature, history, culture, and other sites under special protection, displayed to tourists, about the state of the environment (to the extent required for the trip); on the procedure of access to tourist resources taking into consideration the restrictive measures adopted in the country (place) of sojourn of (to the extent required for the trip); about the dangers that the tourist can encounter during the trip, among other things about the need to undergo prevention in compliance with international medical requirements, if a tourist intends to make a trip to a country (place) of sojourn, where he/she might be exposed to an increased risk of infectious diseases; about the possible risks and their consequences for the tourists' life and health, if the tourists intend to make a trip associated with the passage of routes posing increased danger to their life and health (mountainous and difficult terrain, caves and water reservoirs, the practice of extreme kinds of tourism and sports etc.); about the customs, frontier, medical, sanitary-epidemiological and other regulations (to the extent required for the trip); about the location, postal address and contact telephone numbers of state authorities of Moldova, of diplomatic missions and consular offices of Moldova, located in the country (place) of sojourn, to be contacted by the tourists in case of emergency or other circumstances endangering their life and health in the country (place) of sojourn, as well as in cases of risk of deterioration of the tourist's assets; about the address (location) and the contact telephone number in the country (place) of sojourn of the head of the group of minors in case the Tourism product involves an organized tour of the group of minors unaccompanied by their parents, adoptive parents or guardians; about the national and religious peculiarities of the country (place) of sojourn; and about other peculiarities of the trip. The Subagent shall be solely liable for incomplete, inaccurate or partial provision of information to the Customer about the abovementioned circumstances.

3.9. To send to the Agent the Order to be amended and/or cancelled, in time and only in writing (including by fax and/or e-mail) as well as via the ONLINE system.

4. ORDER OF BOOKING AND SETTLEMENT

4.1. Based on the range and terms of the tourism services as agreed upon with the Customer, the Subagent shall send to the Agent a written Order (by fax and/or e-mail) compliant with the terms of booking, or, when possible, shall reserve the tour via the Agent's ONLINE booking system.

The rates, prices and other money obligations under this Agreement may be expressed in conventional units and recalculated in MDL. The booking date is the date of registration of the Order by the Subagent in the Agent's booking system.

4.2. If it is possible to meet all the essential conditions of the Subagent, the Agent shall send to the Subagent an order confirmation using electronic means of communication and/or fax and/or postal services (within 3 business days of the Order receipt); such confirmation is an acceptance, i.e. a confirmation of the intention to enter into a contract. Moreover, the invoice issued by the Agent to the Subagent for the payment of the services at issue shall also be recognized as acceptance (i.e. confirmation).

4.3. Should it be impossible to meet the requirements at the time of receipt of the booking request of the Tourism product under the ordered conditions (among other reasons due to the lack of availability), the Agent shall propose some possible alternatives (in terms of timing and routes).

4.4. The Subagent, in case of consent to the alternative Tourism product proposed by the Agent, must send to the Agent a written order in the prescribed form, specifying the terms of the alternative Tourism product. In that case the Parties shall consider the initial order to be cancelled. If the Subagent does not consent to the alternative Tourism product proposed by the Agent, the former shall get a complete refund of the transferred money, provided that the Agent receives the Subagent's written dissent not later than the next business day after having received the alternative at issue.

4.5. A unilateral change in the price of the Tourism product by the *Agent* after confirmation of reservation shall only be allowed in case of the need to take into consideration the changes in the rates for the transportation services, the introduction of new tax rates, fees and other mandatory payments, or increase of the existing ones, and in the event of a significant change in the exchange rate of the currency that the value of the Tourism product was expressed in.

4.6. The Subagent undertakes to pay to the Agent **50%** of the Order value specified in the Agent's invoice, within **3 (three)** business days from the date of invoice, and **the remaining 50%** of the Order value – not later than in **20 calendar days before the start of the tour**.

4.6.1. If the Subagent shall send the Order to the Agent **in less than 20 (twenty) business days** before the start of provision of the tourism services under the Order at issue, the Subagent **must pay** to the Agent **entirely 100% of the value of the confirmed Order within 3 days** as of the order confirmation.

4.6.2. If the Subagent shall send the Order to the Agent **in less than 10 (ten) business days** before the start of provision of the tourism services under the Order at issue, the Subagent **must pay** to the Agent **entirely 100% of the Order value specified in the invoice, on the day of submitting the Order to the Agent**.

4.6.3. Within the "Early booking" promotion the Subagent shall pay 50% of the Order value no later than in five (5) days after the confirmation, and the remaining 50% of the value of the Tourism product no later than in 20 calendar days before the start of the tour, unless otherwise agreed by the parties in the confirmation invoice.

If the Customer needs to get a visa in advance, the Subagent shall effect a 100% payment for the tour to the Agent prior to visa issuance!

4.6.4. The invoice shall be issued by the Agent via the ONLINE system or in writing (among other ways, by fax and/or e-mail). **The Subagent's allegations of not receiving the invoice may not serve as a ground to exempt the latter from the duty to pay the Order to the Agent, or to change the term of performance of his duties.**

Unless the 100% payment of the tour value arrives prior to the day of the tour start, the Agent shall be entitled to refuse the provision of the ordered services to the Subagent, without any prior notice and any compensation.

4.7. Settlements between the Parties shall be effected by cashless transfer of funds to the Agent's current account or by making cash payments in the amounts allowed by the tax legislation of the Republic of Moldova. All amounts specified in EUR in the text of this Agreement and in the Agent's price offers, newsletters, etc., are to be paid in MDL at the rate specified in the CONFIRMATION INVOICE. The arrival of the entire amount of the funds to the Agent's account shall be considered the moment of performance of the Subagent's financial duties under this Agreement. The expenses related to the performance of banking operations shall be borne by the Party that carries out the transfer of funds.

4.8. The Subagent's remuneration for the proper provision of services under this Agreement shall be determined in every instance as the difference between the (price) total Order value as specified by the Agent in the invoice and the more profitable (price) value specified by the Subagent in the contract entered into with the Customer (tourist). The Agent shall pay for the Subagent's services by providing to the latter the right to withhold the abovementioned subagent fee (commission).

4.9. Following the Order confirmation the order and the partial (50%) or complete (100%) payment for the Tourism product, which is an obligatory provision, within **2** business days, but in **not less than 15 business days before the start of the tour**, the Subagent must submit all the necessary documents of the Customer to the Agent's office for the issuance of an exit visa. The list of the documents and the terms of their submission as well as visa information are displayed on the Agent's website in the "Visa" section.

4.9.1. The Agent shall send the tourists' travel vouchers, travel documents, visas, insurance policies to the Subagent only upon a complete (**100%**) payment of the total Order value by the Subagent. If the Subagent shall fulfil improperly his duties stipulated in clause 4.6. hereof, the Agent shall cancel the Order unilaterally and without notifying the Subagent accordingly. When penalties shall be imposed, the Subagent shall pay them in compliance with clause 5.6. hereof.

4.10. In the event that after the confirmation of Order acceptance, the Agent shall become unable to perform completely or partially his duties to deliver the ordered tourism services, the Agent shall notify the Subagent in writing (by fax and/or e-mail):

- about the impossibility to perform the previously accepted Order, among other reasons for the ones stipulated in clause 2.11.
- about the options of changing the tourism services, previously contained in the Order, in terms of quantity and/or quality.

4.11. In that case the Subagent shall have to coordinate those changes with the Customer not later than within 2 (two) days as of the receipt of such notice from the Agent, and send the new Order to the Agent.

If the Agent shall send a written notice about the impossibility of providing services in less than 2 days before the provision of services, the Subagent undertakes to coordinate the amendments with the Agent within 2 hours as of such notice.

4.12. Unless the Agent shall receive a new Order in two days or two hours after having sent the abovementioned notice, the Agent shall cancel the previous Order unilaterally and without any notice and **then return to the Subagent the actually incurred expenses for the services not rendered completely or partially.**

4.13. All amounts received by the Subagent for the sale of the Tourism product are the property of the Agent (are transient for the Subagent), except for the Subagent's benefit and the additional benefit under clause 4.8 hereof, and the Subagent shall be liable for them until all required settlements between the parties shall be completed.

5. LIABILITIES OF THE PARTIES

5.1. The Parties shall be mutually liable for the failure and/or improper fulfilment of the provisions hereof, in compliance with the legislation of the RM.

5.2. The Agent shall be liable to the Subagent for the performance of the duties assumed under clause 1.1. hereof as well as for the incorrectly filled out documents, entailing the impossibility of use of the services comprised in the Tourism product.

5.3. As far as the organization and performance of tours are concerned, the Agent shall not be liable to the Subagent and third parties for the grounds listed below:

- for delayed departure of aircraft or train, changes in the schedule of air flights, trains, buses and other means of transportation and changes in the scope and terms of the tourist services, determined by such delays. In that case, the carriers shall be liable to the Subagent and third parties in compliance with international regulations and the national regulations of the RM.
- for the safety of the personal assets of third parties, buyers of the Tourism product, during the trip.
- for the actions of frontier services determined by the improper registration or invalidity of the international passports of the third parties, buyers of the Tourism product, nor for the refusal of frontier services in the departure of a third party abroad due to outstanding obligations under the laws of the RM or another country;
- for the decisions of consular services of foreign embassies to refuse the entry into the country of third parties, buyers of the Tourism product.

At the same time the fact of receipt by the Agent of the documents of third parties from the Consulate with a refusal stamp (or an accompanying form containing an explanation of the reasons for refusal) shall be recognized by the Parties as the Subagent's waiver of the Tourism product, recorded in writing.

In that case the Agent shall cancel the Tourism product unilaterally and without notice, and shall return to the Subagent the transferred money funds, less the amount of expenses actually incurred: the air carrier's penalties (taking into consideration the non-refundable charter flights and other rates applied), the cost of visa support services, penalties imposed by the receiving party and other expenses related to the cancellation of the purchased Tourism product as well as the Agent's operating expenses as stipulated herein, in the amount of EUR 15.

- in the event that third parties shall be prevented from taking their flights as per their tickets and/or from using any other terrestrial transportation means, and/or from staying at the booked hotel rooms through their own fault (suspicions of illegal migration, attempts of smuggling, storage, conveyance and distribution of drugs, illegal possession of weapons, violations of the rule of law, the state of alcoholic and/or drug intoxication, etc.), by virtue of a decision of authorities or officials,

then the Agent shall be entitled to withhold from the Subagent an amount equal to the entire value **of the Order at issue**;

- the Subagent must reimburse to the Agent all the expenses incurred by the latter due to the application of deportation procedure to anyone of the tourists, in the event that the payment of administrative fines, penalties, etc. shall be imposed on the Agent by the relevant government authorities and/or air carrier;
- if the buyer of the Tourism product is late for the time set for customs control and/or registration and/or boarding of the aircraft or for the time of departure of the tourist bus and/or for the time set for meals/tours etc., the **Agent** shall be exempted from the liability to refund the money.
- for any loss, damage and/or search of luggage and personal belongings in case third parties breach transport regulations. In other cases the liability for the loss, damage and search of luggage shall be borne by the carrier, in compliance with national and international regulations.

5.4. If the Subagent shall cancel an Order due to the emergence in the country of sojourn of circumstances involving threats to the safety of tourists, such as: epidemics, acts of terrorism, natural disasters and other similar circumstances, not officially recognized as force majeure, the Subagent shall have to pay to the Agent only the minimum fee for Order processing in the amount of EUR 15, and the Subagent shall reimburse to the Agent completely the amount of the partners' penalties, if they shall be imposed on the Agent.

5.5. The Subagent shall be solely liable for the accuracy of the information and timeliness of submission of the documents required for entry visas, in case the Agent is in charge of visa applications.

5.6. In case of non-payment and/or rejection (cancellation) of the Order, the Subagent undertakes to pay to the Agent a penalty as follows:

5.6.1. As far as excursion tours are concerned:

- 15 (fifteen) days or more before the start of the trip – consular fee (CF) and additional visa expenses, if the tourist's documents were submitted to the consulate for visa application.
- 14 (fourteen) days or less before the start of the trip – CF and additional visa expenses, if the tourist's documents were submitted to the consulate for a visa application, and 70 (seventy) % of the value of the Tourism product.
- 5 (five) days or less before the start of the trip – 100% of the tour value.

5.6.2. As far as tours with accommodation and other types of tours are concerned:

- 41 (forty-one) or more days before the start of the trip – consular fee (CF) and additional visa expenses, if the tourist's documents were submitted to the consulate for visa application;
- 40-21 (forty-twenty one) day before the start of the trip – CF and additional visa expenses, if the tourist's documents were submitted to the consulate for a visa application, and 50 (fifty)% of the value of the Tourism product;
- 20-15 (twenty-fifteen) days before the start of the trip – CF and additional visa expenses, if the tourist's documents were submitted to the consulate for a visa application, and 70 (seventy) % of the value of the Tourism product;
- 14 (fourteen) days or less before the start of the trip – CF and additional visa expenses, if the tourist's documents were submitted to the consulate for a visa application, and 100 (one hundred) % of the value of the Tourism product.

5.6.3. Regardless of the timing and reasons for the Subagent's and/or the Customer's rejection of the previously booked and confirmed Tourism product, the Subagent shall pay to the Agent the cost of amendment /cancellation in the amount of EUR 20.

Exceptions are as follows:

- Rejection of the previously booked and confirmed Tourism product for the reasons set out in clauses 5.6 - 5.6.4. hereof.
- Rejection of the Tourism product in case of non-confirmation of booking, rejection of the hotel, of the air flight.
- cancellation of double-booking.

5.6.4. In the event of restoring a tour application cancelled due to a breach of the payment terms (only upon coordination with the Agent) the Subagent shall pay to the Agent the cost of amending the application in the amount of EUR 20.

5.6.5. If the Subagent shall change the previously booked and confirmed Tourism product (changes imply: correction of errors in the names, correction of inaccuracies in the booking committed through the Subagent's the fault in case of a direct appeal to the office, and/or of the Subagent's Customers, changes in the type of meals, accommodation, flight, excursions, etc.), the Subagent shall pay to the Agent the cost of amending the application, in the amount of EUR 15 for every change. Exceptions are as follows:

- changes in the letters in the tourists' names and passport numbers in the personal cabinet.
- changes in group applications.
- any changes in the booking at the Agent's initiative.
- cancellation due to the AGENT'S refusal to a tourist to provide a loan to pay for the Tourism product.

5.7. The Agent is entitled to change the amounts of the abovementioned fines unilaterally and without any notice. The amount of the fine to be paid by the Subagent to the Agent shall depend on the Agent's arrangements with the partner in organizing the tour. If the Agent's partner shall set a different amount and procedure of payment of the fine than the ones stipulated herein, the Subagent shall have to reimburse those expenses, as determined by the partner, subject to other provisions of this contract. The Subagent shall be entitled to make inquiries with the Agent in order to find out the amount of such fines, whereas the latter shall have to inform the Subagent about the possible fines of each of his partners for the relevant tour.

5.8. The Agent shall issue to the Subagent an invoice specifying the amount of the fine, which must be paid within three business days as of the invoice, at the rate specified in the CONFIRMATION INVOICE.

5.9. The amounts submitted by the Agent as payment to the Embassy (Consulate or other state services) for the consideration of the visa application and payment of other procedures associated with the issuance of visas, are not subject to be refunded by the Agent, regardless of the results of the examination of documents or terms of cancellation.

5.10. If the air flight tickets/other tickets shall be booked or issued to the Subagent at a special (lump sum/ tour package / Agency) airline rate, the payment previously effected for them shall not be returned by the Agent to the Subagent, regardless of the timing of rejection. It should be borne in mind that the rate of chartered air flight tickets/bus tickets as well as tickets for scheduled flights sold at the rates are recognized as such in compliance with the carrier's rules and shall not be refunded.

6. PROCEDURE OF ENTERING INTO CONTRACTS BETWEEN THE SUBAGENT AND THE CUSTOMER

6.1. The Subagent shall specify accurately and comprehensively in the Contract with the Customer all the terms relating to the tourism services, which are stipulated in the pertinent Order sent to the Agent **and confirmed by the latter**. In case any discrepancies arise in the information about the Tourism product contained in catalogues, newsletters, and Order confirmations, the Subagent shall send timely a written inquiry (by fax and/or email) to the Agent for the purpose of determining the accurate information on the service at issue.

When changes are made to the order in the cases provided for herein, the Subagent undertakes to sign with the Customer an appropriate new (amended) Contract prior to sending the new Order to the Agent.

6.2. The Subagent shall hand out to the Customers the travel vouchers, travel documents, insurance policies and the tour program filled out by the Agent, 1 calendar day before the start of the tour (or on the day of the tour) and only after the performance of clause 4.6. hereof. When visas are required for the tour, the Agent shall send the documents to the Subagent after receiving them from the consulate.

6.3. The Tourism contract and the booking request shall be drawn up in two copies and signed by the Customer and the Subagent. The Subagent must hand out to the Customer the following documents:

- a copy of the booking request and tourism contract;
- current memos of the sanitary-epidemiological service;
- travel vouchers, travel documents, insurance policies and tour program, sightseeing confirmations issued by the Agent;
- documents containing the visa issued by the embassy (when necessary under the Order at issue);

- a document certifying the payment of the tour by the Customer.

6.4. All amendments to the abovementioned documents shall be sent by the Agent by e-mail in newsletters to the Subagent and shall enter into force on the same day following their dispatch by the Agent.

6.5. While drawing up the contract, the Subagent must make sure that the tourists have the required identity documents enabling them to travel abroad, valid for the entire sojourn outside the Republic of Moldova; furthermore, he must promptly notify the Agent about any instances of breach of laws, customs, frontier and visa regulations by the Customers (by the Customer's tourists) that come to the Subagent's knowledge.

6.6. The Subagent shall be fully and solely liable to the Customers/Tourists in case any claims/complaints about inadequate provision of tourism services, and any other claims arise.

6.7. The Customers'/Tourists' complaints (inquiries, claims, etc.) about the tourism services/products shall be examined by the Subagent in compliance with the current legislation of the Republic of Moldova.

6.8. The Subagent shall immediately inform the Agent of any claims made by the Customers/Tourists, of the decisions taken on the claims, as well as of the final result of settlement of the arisen conflict, by means of providing copies of all documents requested by the Agent.

7. ONLINE BOOKING

7.1. **ONLINE booking** is the reservation of tourism products and services via the Internet by means of the consolidated booking system set up by the Agent and available on the Agent's website.

7.2. The Agent shall provide to the Subagent a username and password of individual access to the booking system for the reservation of tourism services. The system access data are confidential and the Subagent may not disclose them to any third parties. The Agent shall provide access to the system upon receiving the pertinent ONLINE inquiry from the Subagent for the connection to the ONLINE booking system and after the parties sign the Agency Agreement.

7.3. The Subagent shall be liable for the proper and correct use of the ONLINE booking system and shall indemnify the Agent against any damages and expenses incurred as a result of unauthorized, improper and incorrect use of the system.

7.4. The Subagent shall guarantee to the Agent that the ONLINE booking system shall be operated only by the Subagent's staff that have been instructed and are competent in the matters of system operation.

7.5. The Subagent undertakes to inform the Agent promptly and in writing about the need to shut down the Subagent's account and/or modify (cancel) the assigned username and password, when necessary.

7.6. The Agent shall provide information support to the Subagent by way of training and instructing the representatives of the Subagent on the operation and use of the ONLINE booking system.

7.7. The Subagent undertakes to book tours or other related services only based on a tourist's specific request for certain Tourism products and services in compliance with the criteria set by him/her.

7.8. The Subagent undertakes to use accurately and correctly the information obtained via the ONLINE booking system while presenting such information to the Customer.

7.9. The Subagent acknowledges that he shall use the access to the ONLINE booking system in complete compliance with the instructions provided by the Agent, and solely for the specific operations described in the documentation.

7.10. The Agent is entitled to change unilaterally the manner of provision of information and the booking rules, by sending an advance notice to the Subagent and providing new instructions on the use of the system.

7.11. The Subagent undertakes to book tour(s) via ONLINE booking or by a fax inquiry or via e-mail, only after having signed the relevant contract with the Customer.

7.12. The username and password shall be assigned within the ONLINE registration of the Subagent on the Agent's website.

8. FORCE MAJEURE CIRCUMSTANCES

8.1. None of the Parties shall be liable under this Agreement in the event of emergence of force majeure circumstances, such as fire, flood, earthquake or another natural disaster, war, military actions of any

kind, as well as for the circumstances beyond the control of the Parties, including adoption of laws and/or other regulations prohibiting or restricting any of the actions provided for herein.

8.2. The party under the influence of force majeure circumstances shall notify the other party of their occurrence in 3 (three) calendar days as of the occurrence of such circumstances or as of the moment of opportunity to notify the other party of the occurrence of force majeure.

8.3. Following the termination of the force majeure circumstances the party, which was under their influence, should report their termination to the other party within three (3) calendar days as of the moment of opportunity to notify the other party of the termination of the force majeure.

8.4. In case of violation of the requirements of clauses 8.2. and 8.3. hereof by the party under the influence of force majeure circumstances, it shall lose its right to invoke such circumstances as grounds for exemption from liability under this Agreement.

8.5. The occurrence of such circumstances shall prolong the performance of duties under this Agreement for a time span equal to the duration of those circumstances.

8.6. If such a circumstance shall last for more than 2 (two) months, the party unaffected by that circumstance shall be entitled to terminate this Agreement unilaterally without any penalty under this Agreement or under the law.

8.7. The occurrence of such circumstances during a delay in the fulfilment of a party's commitments under the Agreement deprives that party of the right to invoke that circumstance as grounds for exemption from liability under the Agreement.

9. TERM OF VALIDITY AND TERMINATION OF AGREEMENT

9.1. The Agreement shall enter into force as soon as it is signed by the parties and shall be valid until December 31, 2016.

9.2. This Agreement shall terminate in the term stipulated in clause 9.1., subject to a 1 month prior notice of the intended termination to the other party. Upon termination the Parties shall draw up a final statement of mutual settlements.

9.3. The term of this Agreement shall be automatically prolonged for 1 (one) calendar year, if none of the parties shall notify to the other party its intention to terminate the Agreement at least 1 calendar month prior to the date of termination specified in clause 9.1. The prolongation procedure can be repeated any number of times until one of the parties notifies the other one of its intention of termination.

10. SPECIAL PROVISIONS

10.1. This Agreement has been drawn up in two counterparts in the English language, one for each of the parties. Both counterparts have equal legal force.

10.2. All amendments hereto shall be valid and shall be an integral part hereof, provided that they shall be drawn up in writing and signed by the duly authorized representatives of the Parties.

10.3. None of the parties shall be entitled to assign its rights and duties under this Agreement to any third party without the written consent of the other party.

10.4. In cases not stipulated by this Agreement the parties shall be governed by the laws of the R. of Moldova.

10.5. All disputes and disagreements arising between the parties in the course of implementation of this Agreement shall be settled through negotiations. In case of non-settlement the abovementioned way, the disagreements shall be subjected to settlement in compliance with the legislation of the Republic of Moldova at the competent courts of law.

11. TERMS OF COORDINATION AND COMMUNICATION BETWEEN THE PARTIES

11.1. All operational issues that can emerge in connection with the implementation of this Agreement by the Parties and of every separate Contract shall be settled by the authorized representatives of the Parties:

- The Agent's authorized representative under this Agreement is:

Mtvarisa Luchian, + 373 22 874-027 +373 62 163-100 office@best-travel.md moldova@best-travel.md -

The Subagent's authorized representative under this Agreement are:

Director:
Name: _____ Cell phone: _____ E-Mail: _____
Manager:
Name: _____ Cell phone: _____ E-Mail: _____

11.2. Any notices provided for herein and sent by the Parties by fax/e-mail shall be recognized as drawn up in writing. The notices and newsletters of the Agent may only be sent from the addresses specified in clause 11.1 hereof.

12. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

Agent

Subagent

BT TRAVEL LLC
IDNO 1014600038221
71, Stefan cel Mare Str., Chisinau, MD2004
Tel: +373 22 87 40 27
Fax: +373 22 87 40 26
Cell phone +373 62 163 100
office@best-travel.md
reservation@best-travel.md
moldova@best-travel.md

In witness thereof the Parties have signed this Agreement

Agent

Subagent

Director

Director

Seal

Seal