AGREEMENT No. \_\_\_\_\_

Minsk, Republic of Belarus \_\_\_\_ 2020

**The Republican unitary enterprise “CENTREKURORT”**, hereinafter referred to as **the Centre**, represented by the Director Ermak N.I., acting on the basis of the Charter, on the one side, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **the Agent**, represented by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acting under the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other side, collectively referred to as **the Parties**, have entered into this Agreement as follows:

**Terms used in the Agreement**

“Hard” block of places – provision to the Agent a guaranteed quota places (rooms) in vacation spots within the current calendar year without the right to revoke it in accordance to the check-in schedule provided by the Centre.

“Soft” block of places – provision to the Agent a guaranteed quota places (rooms) in vacation spots within the current calendar year with the right to revoke it.

Third parties – legal entities that the Agent makes a deal with on its own behalf to implement tours provided by the Centre.

Client – an individual who is a consumer of final services of an implemented tour.

1. **Scope of the Agreement**
   1. Within the framework of the present Agreement, the Agent, on its own behalf and for remuneration, enters into commitment to take upon instructions from and to act in the interests of the Centre to implement the following actions:
      1. to enter into agreement types not prohibited by the law with third parties and clients aimed to implement tours to National parks, reserves, alpine ski Centres, hotels, recreation resorts, sanatoriums, sightseeing and New Year’s tours and others vacation spots (hereinafter vacation spots, accommodation facilities) situated both within the Republic of Belarus and outside the country, in accordance to and under conditions provided for by the present Agreement;
      2. to implement other actions and formalities that are necessary to a proper execution of an assignment provided for by the present Agreement.
   2. Vacation spots, services price included to a tour, check-in and check-out dates, rooms categories, as well as other services and information on them are to be stated on the <https://vetliva.by>, https://vetliva.com, https://vetliva.ru. website (hereinafter the website).
   3. The level of remuneration 5% of the price of a tour acquired is to be stated on the website and to be documented in accordance to a certain tour acquired in an invoice issued by the Centre unless otherwise provided for in additional agreements to the present Agreement.
   4. The Agent has the right to run an errand of the Centre under conditions of one-time applications, in accordance to and under conditions provided for by the present Agreement, or under conditions of “hard” or “soft” block of places.
   5. Provision a quota places to the Agent in vacation sports under conditions of “hard” or “soft” block of places, its implementation, terms of payment, as well as conditions of cancellation are to be agreed on by the Parties by means of signing an additional agreement to the present Agreement.
2. **Procedure for cooperation of the Parties**
   1. The Agent sends to the Centre an application to book a tour. The application of the Agent is to be sent to the Centre in written form (by facsimile way, electronic mail or by other means of communication). The responsibility of the Agent is to control the delivery of an application to the Centre. An application to book a tour is to be accepted by the Centre if there are all data necessary to make a booking (surname, name and patronymic of each tourist, date of birth, passport data, accommodation object, room category, check-in and check-out dates) on a form with indication of the position and the surname, name and patronymic of an individual responsible for processing an application and his or her phone number. The Centre has the right to provide to the Agent a voucher that must contain duplicated data from the application: a list of booked services, personal data of the services consumers, accommodation facility name, period of service delivery; at the same time, the voucher is to be considered valid only in case of a proper implementation of the application payment by a client in accordance to the present Agreement.
   2. After receiving an application, the Centre books an appropriate tour in accordance to the appropriate application and confirms it in written form by means of issuing an invoice to the Agent, or, if it is not possible to provide the services declared by the Agent, the Centre refuses to book an appropriate tour (tours) or offers alternative options. It is also agreed by the Parties that non-issuing of an invoice by the Centre to the Agent within a period set is to be considered as a refusal to book a tour (tours).
   3. The Agent has the right to book tours by means of an online booking system provided on the website of the Centre <https://vetliva.by>, https://vetliva.com, https://vetliva.ru. In order to use the online booking system to the full, including direct tours booking, after the registration of the Agent, the Centre provides a password and a login that are confidential and cannot be shared.
   4. After the registration of the Agent, an invoice to pay an application and a voucher are formed in the personal account of the Agent where duplicated data from the application (a list of booked services, personal data of the services consumers, accommodation facility name, period of service provision) are stated. The Agent has the right to print the voucher in paper; at the same time, the voucher is to be considered as valid only in case of a proper implementation of the application payment by the Client in accordance to the present Agreement.
   5. The Parties must agree on all the amendments of the conditions of an application. Amendments to a confirmed, but not paid application are to be considered as a new application and are to be confirmed repeatedly by means of issuing an invoice. If amendments were made to a confirmed and paid application, each amendment is to be confirmed separately. At the same time, it causes consequences for the Agent that are mentioned in the Chapter 3 of the present Agreement.
   6. If there are any reasons that do not allow the Centre to accept a booking of services declared by the Agent, the Centre must notify the Agent about alternative options of other services that would result in the following application from the Agent of a written refusal of an option offered.
   7. The Parties do allow a replacement of a booked accommodation facility by an accommodation facility of the same or a higher category in an application confirmed that would come from the Agent in case of the refusal of the accommodation facility of a previously confirmed\_booking.
3. **Tour cancellation and revocation by the Agent policy**
   1. The Agent has the right to refuse of a tour booked at any time. To the Parties, this means that the Centre receives from the Agent a written notification of the revocation of a booking. The Agent has the right to revoke an application only under conditions of a full cost-covering paid to the Centre. The date of receipt by the Centre of an appropriate written notification from the Agent is to be considered as the date of the revocation of an application.
   2. If an application is revoked, the Agent must cover to the Centre all the costs that are based on the Agent’s refusal of a tour booked for any reason, in particular the Centre’s real costs of the implementation of the present Agreement. The real costs of the Centre are any financial costs based on the implementation of an application by the Agent, including fines, penalties and withholdings paid by the Centre to the service providers (a host party, an accommodation facility, guides, a carrier or other individuals that provide services) when the Centre refuses of any services due to the refusal for the part of the Agent.
   3. When the Agent refuses of a tour booked, the Centre returns to the Agent funds that were received by the Centre from the Agent as a prepayment for a tour revoked, except for real costs within five bank days from the date of an application revocation by the Agent.

3.4. In case if there is no prepayment, the Centre requires to pay the cost by means of provision to the Agent a special invoice that must be paid by the Agent within five bank days from the date of the receipt of the invoice from the Centre to cover the costs.

**4.Rights and obligations of the Parties**

4.1. The Agent is obliged to:

4.1.1. Carry out at its own expense a full set of measures on tours implementation, to arrange and carry out advertising events, including posting tours of the Centre on its websites.

4.1.2. Timely, accurately and fully provide to third parties and clients the full and reliable information on check-in and stay in vacation spots conditions, on accommodation, living, catering, treatment and service conditions, on resort collection to be paid by clients in vacation spots on the check-in day (if there are any collection indicated), as well as on all changes and amendments in a strict accordance to the information received from the Centre.

4.1.3. Transfer funds to the Centre received for tours implemented under conditions and within the terms of the present Agreement.

4.1.4. Systematically follow the actual information of the Centre stated in the website and timely bring it to the attention of\_third\_parties\_and clients.

4.1.5. Provide to the Centre a report act on tours implementation every 3rd day of each month following a reporting month. If the Centre has objections to a report act, it must notify the Agent in written form within five days from the date of the receipt of the report act from the Agent.

4.1.6. If, in accordance to the present Agreement, the Agent is a non-resident of the Republic of Belarus, in order to avoid double taxation, the Agent is obliged to provide to the Centre a certificate issued by competent taxation authorities of the state where the Agent is registered and certifying its permanent residence in that territory. That certificate is to be provided by the Centre to the taxation authorities of the Republic of Belarus.

4.1.7. In case of non-provision of the certificate mentioned in the Section 4.1.6. of the present Agreement, at the same time with transfer of funds owed to the Centre, the Agent must transfer to the Centre an amount of the foreign companies income tax of 15% of the commission amount owed to the Agent.

The amount of the foreign companies income tax transferred by the Agent to the Centre will be refunded to the Agent if that tax amount is returned to the Centre by the taxation authorities of the Republic of Belarus based on the certificate of the Agent stated in the Section 4.1.6.

4.2. The Centre is obliged to:

4.2.1. Provide the Agent a necessary and reliable information on tours by means of the information stated in the websites, as well as send offers by electronic mail to the address indicated in the Agreement.

4.2.2. Ensure the receipt and accommodation of the Agent’s clients according to tours paid.

4.2.3. Pay to the Agent a commission under conditions and in amount provided for by the present Agreement.

4.3. The Centre has the right to change the price of tours, if it is caused by substantial changes of the circumstances (introduction of new or modification of the existing taxes and collections rates, increasing transportation tariffs, change of the national currency exchange rates etc.) and to notify the Agent by means of posting an appropriate information on the website or sending messages by electronic mail. At the same time, tours prepaid by the Agent are not to be revaluated.

**5. Payment procedure. Remuneration**

5.1. Tours are paid by the Agent as a 100% prepayment upon an invoice from the Centre by means of funds transfer to the settlement account of the Centre within five days from the date of the invoice issue. All the costs of the Agent related to the funds transfer to the Centre are to be paid\_by\_the\_Agent.

5.2. In the case of an urgent booking (an application to book services within five days before a check-in date or less) the payment must be processed by the Agent on the day of the application confirmation (day of an invoice issue by the Centre).

5.3. In case of non-arrival of funds from the Agent in terms stated in the Sections 4.1 and 4.2 of the present Agreement, the Centre has the right to revoke the tours booked unilaterally, notifying the Agent in written form in advance via facsimile or electronic communication and will not be held responsible for possible consequences that may come for the Agent, third parties and clients in connection to such a revocation.

5.4. The payment of booked services implemented by the Centre is to be carried out by the Agent in an amount in accordance to the Price List approved by the Centre and is to be stated as a separate line in an invoice issued to the Agent to pay tours. The booking services payment is to be implemented by the Agent under conditions and within the period provided for by the Sections 4.1 and 4.2 of the present Agreement, is not to be included in a tour price and is not to be returned in case of a refusal (revocation) of a tour.

5.5. The currency of payments according to the Agreement is Russian rubles, USA dollars, euros, Belarusian rubles (underline whatever applicable).

5.6. The remuneration payment is to be implemented by means of withholding by the Agent of a part of funds that comes to the latter from the implementation of tours to third parties and clients.

5.7. The remuneration includes all the costs of the Agent that it bears when implementing the present Agreement, for which no reimbursement of any additional costs by the Centre to the Agent is provided for within the framework of the present Agreement.

5.8. If the Agent makes a deal under more profitable conditions than those stated by the Centre, the additional profit is to be remained in the ownership of the Agent.

**6. Responsibility of the Parties**

6.1. In case of non-implementation or improper implementation of the commitments made by the Parties, the latters are held responsible in accordance to the legislation of the Republic of Belarus.

6.2. The Centre and the Agent are not held responsible for unlawful acts of clients on their way and in a vacation spot.

6.3. The Agent is held responsible for the losses of third parties and clients born by the latters and related to the non-provision and/or incomplete provision and/or untimely provision by the Agent of full and reliable information on a tour of the Centre.

6.4. The damage caused by a client in the vacation spot is to be covered by the client in accordance to the legislation of a host party.

6.5. The Centre is not held responsible for covering financial costs of a client of services paid, if the client, on his or her own or in his or her own interests, does not use all or any of the services provided, and does not refund to the client the costs that go beyond a tour paid.

**7. Force majeure**

7.1. Each of the Parties of the present Agreement is to be relieved from the responsibility from partial or complete non-implementation of the commitments made according to the present Agreement, if such a non-implementation results from force majeure, namely earthquakes, floods and other natural disasters, military actions, terroristic acts, epidemics and other phenomena that do not depend on the will of the Parties.

7.2. Upon the occurrence of force majeure, the Party that cannot implement the commitments made in accordance to the present Agreement must promptly notify the other Party in written form within five days from the moment of its occurrence.

**8. Duration of the Agreement**

8.1. The Agreement enters into force since its signing by the Parties and is valid until December 31, 2021, and, in relation to settlements, until the complete fulfillment of the commitments made by the Parties in accordance to the present Agreement.

The present Agreement is to be considered as prolonged to every following year if any of the Parties does not notify the other Party of its termination within 30 (thirty) days until the expiration of its duration.

8.2. To any other matters not settled by the present Agreement, the legislation of the Republic of Belarus is to be applied.

8.3. The Agent must notify the Centre in written form of its refusal of implementation of the present Agreement within not less than 30 (thirty) days until the estimated date of termination of the present Agreement. At the same time, the Agent is obliged to settle all financial and legal matters resulting from the conclusion, implementation and termination of the present Agreement.

8.4. The Centre has the right to refuse to implement the present Agreement at any time by sending to the Agent an appropriate written notification.

8.5. All the annexes to the present Agreement, including report acts, are its integral parts and are valid only if they are filed in written form, including by means of documents exchange via electronic communication channels or by facsimile way that have legal power, until the Parties exchange the originals. The original documents exchange is to be implemented not later than 1 (one) month from the date of the documents receipt via alternative communication channels.

8.6. All disputes and differences that may arise from the present Agreement or in connection to its implementation, are to be resolved, if possible, by means of negotiations. In case if the Parties do not reach an agreement in one month, the controversial issues are to be transferred to the Economic Court of Minsk. The substantive and procedural law to be applied is the law of the Republic of Belarus.

8.7. The terms of the present Agreement, as well as commercial, technological, economic and other information received by the Parties from each other during their collaborative activities must not be shared without the permission of the other Party. The Party responsible for violation of this condition must fully cover all damages related.

8.8. The present Agreement is drawn up in two copies having equal legal power, one for each Party.

**9. Special conditions**

9.1. The Parties have agreed on that in case of making by the Parties an additional agreement on realization of “soft” block of places, the Centre has the right, if there is no application from the Agent for booking places within a block provided or their payment, to implement the realization of the places on its own by notifying the Agent via electronic mail.

9.2. Within the duration of the present Agreement, the Parties have the right to make changes and amendments to it by mutual agreement of the Parties by means of signing an additional agreement to the present Agreement.

**10. Details and signatures of the Parties**

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| **Centre:**  **Republican unitary enterprise**  **“CENTREKURORT”**  220048, Republic of Belarus, Minsk, 39 Myasnikova str., 338.  UNP (Payer's Registration Number) 100726604,  OKPO (National Classifier of Enterprises and Organizations) 02016011  Settlement Account (BYN):  BY10 AKBB 3012 0000 0480 5510 0000  Belarusbank, Minsk, 18 Kuybysheva str.  SWIFT AKBBBY2X  ***Details for payment in US dollars:***  Correspondent Bank: CITIBANK N.A., NEW YORK, USA,  SWIFT: CITIUS33XXX  Correspondent Account: 36316365  Beneficiary’s Bank: Belarusbank, Minsk  SWIFT: AKBBBY2X  Beneficiary: Republican Unitary Enterprise “CENTREKURORT”  Account Number: BY63 AKBB 3012 0000 0489 2510 0000  ***Details for payment in euros:***  Correspondent Bank: RAIFFEISEN BANK INTERNATIONAL AG, VIENNA SWIFT: RZBAATWW  Correspondent Account: 1-50.087.998  Beneficiary’s Bank: BELARUSBANK  SWIFT AKBBBY2X  Beneficiary: Republican Unitary Enterprise  “CENTREKURORT” Account number: BY98 AKBB 3012 0000 0501 9510 0000  Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ N.I. Ermak | **Agent:**  Company details  \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_  (Position) (Signature) (Surname, initials) |