

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 undertakes to provide the service of booking VIP lounges and business lounges at airports based on the Customer's request, via the online resource <https://comfort-pass.online>, and the Customer undertakes to pay for these services in the manner and under the terms specified in 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. 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 Customer 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 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 and business 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 booking airport VIP lounges and business lounges 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, PROCEDURE FOR AMENDMENT AND TERMINATION

4.1. This Agreement shall enter into force on the date of signing 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 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 Contractor shall not be liable 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 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

Customer: Company LTD
Legal address: Legal address

Bank name:
Bank account
Tel.

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

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

E-mail:

"IDI Bank", Yerevan, Armenia

info@vip-rooms.am

E-mail: info@vip-rooms.am

+(374)12 565-546

Customer _____ / _____ /
seal of the company

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