

**SALES GENERAL TERMS AND CONDITIONS**

This Agreement is entered into and made effective on this \_\_\_\_\_

«**TRAVELDESK MANAGEMENT**» LTD (TM “**TEMPORATOOURS**”), registered with Bucharest Trade Registrar under No.: J40/2479/2015, CUI 34175210, located at address 14-22 Bucuresti-Ploiesti St., ground floor, room 4, building XIII/2013693, Bucharest, Romania;

represented by Mr. Vladislav Busuioc, Director, acting under the MEMORANDUM, hereinafter referred to as the COMPANY, on the one part,

**And**

\_\_\_\_\_, represented by \_\_\_\_\_, \_\_\_\_\_, acting under the Articles of Association, hereinafter referred to as the AGENT, on the other part, hereinafter jointly referred to as the Parties, have entered into this Agreement as follows.

<b>Agency Name:</b>	
<b>Registered Agency Name:</b>	
<b>Registered Agency Address:</b>	
<b>Billing Address (if different to Registered Agency Address):</b>	
<b>Agency Number:</b>	
<b>Company tax no. :</b>	

("the Agency")

<b>Telephone:</b>	
<b>Fax:</b>	
<b>Email:</b>	
<b>Website Address:</b>	

<b>Payment Module</b>	<b>Floating Deposit</b>
<b>RATES PLAN : B2Bcooperate</b>	<b>NETprices</b>
<b>Bank Account information :</b> <b>Account Name : TRAVELDESK MANAGEMENT SRL</b>	<b>Bank : <u>ALPHA BANK ROMANIA</u></b> <b>Account Number:</b> <b>RO77BUCU1111215941165EUR</b>

## 1. TERMS OF AGREEMENT

For the purposes of unification and abbreviation of the wording hereof the following terms shall apply:

**Parties**—the COMPANY and the Agent.

**Travel Services Agreement**—the Agreement entered into by the Agent with the Customer, according to which the COMPANY shall provide Travel Services or package of Travel Services at fixed cost to the Customer and the Customer shall make payment for the Travel Services in favour of the COMPANY through the Agent.

**Travel Services**—services involving temporary accommodation of travellers in hotels and other accommodation facilities as well as other specific and related services (including but not limited to transfers, excursions etc.), provided by the COMPANY, including those provided through engagement of contractors (either resident or non-resident third parties, who provide travel services, engaged by the COMPANY under separate contracts).

**TEMPORATOURS Booking System**—a travel information and distribution computer system, including the website [www.temporatours.com](http://www.temporatours.com), which contains information on availability and cost of the Travel Services, which may be used for booking and/or issue of vouchers and other documents.

**Voucher**—an information document, issued and provided to Travellers by the Agent, which must state that the FIT Product is payable by TEMPORA TOURS and must include TEMPORA TOURS's relevant booking reference number.

**Booking**—both requested and confirmed bookings or reservations for Travel Services made by the Agent for nine (9) or fewer persons and processed in the **TEMPORA TOURS** Booking System

**Online Booking Products**—software booking tools, used to make Bookings in the Booking System through the Website, including but not limited to the use of White Label, XML-out products.

**"Destination Services"** - non-hotel travel services, including but not limited to apartments, villas, sight-seeing, transfers, car hire, rail tickets and theatre tickets.

**"FIT Products"** - Fully Independent Travel accommodation and destination services sold by TEMPORA TOURS to the Agent.

**"Provider" or "Providers"** - the owner(s)/provider(s) of the hotels, apartment(s) and other accommodation of any description featured on Company website(hereafter referred as Temporatours.com).

**"Accommodation"** - the accommodation including, all facilities and services advertised on Temporatours.com that the Company has agreed to arrange in connection with Agent's confirmed booking.

**Website**—any Internet Website, owned and/or managed by the Agent and available to the Customers.

**Agent's (Written) Request**—a form filled out by the Agent in no particular format and sent to the COMPANY through the **TEMPORATOURS** BookingSystem as original copy, by fax or by e-mail in order to book the Travel Services.

**COMPANY'S (Written) Confirmation**—COMPANY'S response to the Agent's Request sent by e-mail or by fax, which contains information regarding the COMPANY'S consent to provide services indicated in the Agent's Request to the Customers (Travellers), including but not limited to issue and delivery of invoice for the Travel Services to the Agent or sending notification through the **TEMPORATOURS**BookingSystem.

**Cancellation**—the Agent's notification placed through the **TEMPORATOURS** BookingSystem or sent in writing regarding the Customer's refusal from the pre-ordered Travel Services.

**Change of Request**—the Agent's notification placed through the **TEMPORATOURS** Booking system or sent in writing regarding the Customer's intention to change conditions for provision of the pre-ordered Travel Services.

**Customer**—an individual or legal entity regardless of the residential status, who entered into the Travel Services Agreement with the Agent, including agreements for the benefit of the third parties (Travellers). The Traveller himself may act as a Customer.

**Traveller(s)**—individual(s), being the consumer(s) of the Travel Services.

## **2. SCOPE OF AGREEMENT AND GENERAL TERMS AND CONDITIONS**

2.1. Pursuant to the terms and conditions set out herein the Agent undertakes to provide agency services to the COMPANY, aimed at the sales of the Travel Services in the best interests of the COMPANY and under its control, through entering into the Travel Services Agreements, order (booking) of the services according to the regulations (terms and conditions) agreed between the Parties, as well as to take other legal and practical actions involving the sales of the Travel Services as set forth herein.

2.2. The scope of Travel Services Agreements may be represented with either individual Travel Services booked by the Agent or a package of Travel Services (travel product).

2.3. The relations arising hereunder are not exclusive. This Agreement shall serve the confirmation of the Agent's powers.

2.4. Unless provided herein or in any Annexes hereto, the specific conditions of the Agreement, which regulate the Parties' monetary obligations, including undertakings to pay for the Travel Services, obligations to pay remuneration to the Agent, including the Parties' liabilities, may be determined in the addenda hereto.

2.5. The Agent may delegate the obligations undertaken hereunder to subagents engaged. It shall be understood that in case of breach of the Agreement the Agent shall be held liable to the COMPANY in full for subagents' actions as if he would be held liable for own actions. When engaging subagents and granting them access to the **TEMPORATOURS** Booking System as well as when granting other users access to the **TEMPORATOURS** Booking System, the Agent agrees to be bound by the terms of use of the **TEMPORATOURS** Booking System (Annex 1 hereto).

2.6. According to the general principles, the order (reservation) of the Travel Services shall be made by the Agent through the **TEMPORATOURS** Booking System as well as through the Website by means of the Online Booking Products. In this case the Agent shall not send the Agent's Written Requests to the COMPANY, the COMPANY shall not send a separate COMPANY'S Confirmation to the Agent, the Parties shall not directly apply the terms and conditions of this Agreement, which, according to their content, apply to relations between providers of the Travel Services and agents without the use of the **TEMPORATOURS** Booking System (Clause 2.7. hereof). Nevertheless, the indicated terms and conditions may be applied by analogy and for the purpose of interpretation hereof.

2.7. The Travel Services may be booked (reserved) by way of sending of the Agent's Written Requests by the Agent as agreed between the Parties.

2.8. The Agent shall represent and guarantee to the COMPANY that the Agent's signatory is a duly authorized signatory and is a legal representative of the organization in accordance with the Agent's Articles of Association, as well as provide the COMPANY with the relevant documents of proof for the COMPANY'S information.

2.9. At the COMPANY'S request the Agent shall ensure relevant collateral as a guarantee for the Agent's solvency. The amount of collateral will be determined and renewed in accordance with the Agent's monthly sales volumes. In case of the Agent's failure to perform the undertakings to pay for the Travel Services, set forth in the Clause 4 hereof, the COMPANY may have a right to employ the relevant collateral funds to pay for the Travel Services provided hereunder, without prior notice to the Agent.

## **3. PROCEDURE FOR ENTERING INTO TRAVEL SERVICES AGREEMENTS AND SERVICING THEREOF**

3.1. In the Agent's relations with the Customers the Agent shall represent the COMPANY and enter into the Travel Services Agreements with them.

3.2. The Agent shall enter into the Travel Services Agreements based on this Agreement in the name and on behalf of the COMPANY. The scope of the Travel Services Agreements shall be represented with the services, indicated in the Booking.

### **3.3. In order to ensure the Agent's exercise of powers the COMPANY shall:**

3.3.1. provide the Agent with reference, guidance, advertising and other materials, required for preparation of and entering into the Travel Services Agreements by the Agent by way of placing them on the Website [www.temporatours.com](http://www.temporatours.com);

3.3.2. inquire information from its partners regarding any amendments in the procedure of provision of services to the Customers (Travellers) and make such information known to the Agent in case of receipt of relevant notification/inquiry from the Agent;

3.3.3. notify the Agent in writing (by e-mail) in case of receipt of information from its partners regarding any changes in the nature of the Travel Services, including those, confirmed by the COMPANY, in order to make it possible for the Agent to notify the Customers accordingly. Should the Agent fail to notify the Customer of the indicated changes, the COMPANY shall bear no liability for the relevant Customers' or Travellers' claims;

3.3.4. assist the Agent's representatives in obtaining (drafting) the Customer's (Traveller's) documents, particularly – the Voucher, in case such documents must be provided to the Customer (Traveller) according to the COMPANY'S terms and conditions. The COMPANY may have a right to refuse the issue of documents to the Agent's representative in case of lack of relevant powers for receipt of documents with the Agent's representative. In case of partial or untimely payment for the Travel Services, The COMPANY shall refuse the issue of such documents, which shall be treated as Cancellation of the Agent's Booking;

3.3.5. notify the Agent in case of the COMPANY'S failure to provide one or more Travel Services, which had been indicated in the Agent's Booking or Written Request and confirmed by the COMPANY. Should the COMPANY set a timeframe for Service(s) modification, the Agent shall adhere to such term. Should the Agent fail to provide the Change of Request for the Services unconfirmed (cancelled, changed) on the COMPANY'S part, the booking shall be cancelled without any notice;

3.3.6. inquire clarifications regarding the nature and peculiarities of provision of the Travel Services from the partners and provide them to the Agent;

3.3.7. provide up-to-date information on tariffs (prices) for the Travel Services to the Agent by way of publishing such information in the Website [www.temporatours.com](http://www.temporatours.com) or provision of such information, in certain cases, in XMLformat;

3.3.8. notify the Agent in a timely manner of principal conditions of provision of the Travel Services and rules for operating procedures by way of publication of information on the Website [www.temporatours.com](http://www.temporatours.com). The indicated information is placed and updated on the Website [www.temporatours.com](http://www.temporatours.com) and, as appropriate, may be provided in XML format. The conditions and provisions, published in the Website [www.temporatours.com](http://www.temporatours.com) and applied to the COMPANY'S and Agent's activities, shall make an integral part hereof and be binding for the Parties;

3.3.9. provide the Agent with information Vouchers, generated by the Agent on the Website [www.temporatours.com](http://www.temporatours.com), for accommodation of the Travellers in hotels and receiving of other Travel Services by the Travellers.

#### **3.4. When entering into and executing the Travel Services Agreements the Agent shall:**

3.4.1. independently promote the COMPANY'S Travel Services;

3.4.2. provide the Traveller(s) with complete and reliable information, which shall be provided to the Traveller according to the laws of the country of the Agent's residence, before entering into the Travel Services Agreement; notify the Customers (Travellers) of necessity to submit claims to quality of the Travel Services within 20 (twenty) calendar days, should such claims arise. Otherwise, the claims will not be satisfied.

3.4.3 Book Travel Services or duly execute the Agent's Written Request and send it to the COMPANY based on the Customer's requirements; All the Requests sent by the Agent by e-mail or by fax with confirmation of receipt shall have the effect of the written Requests. The Agent's Written Request shall contain the lists of the Travellers with indication of their surnames, names and patronymics, nationality, travel period, selected accommodation and meal conditions, year and date of birth, and, if necessary, other information and reliable data of the Agent and the Agent's contact person. In case of entering into the Travel Services Agreement with the corporate Customer, the Agent shall additionally agree the list of data, which shall be indicated in the Agent's request, with the COMPANY.

3.4.4. sell the Travel Services to the Customer starting from the Booking date or date of the Request confirmation and guarantee the Customer's performance of obligations to pay for the Travel Services and other obligations, stipulated in the Travel Services Agreement;

3.4.5. check validity of execution of documents and order of the Travel Services, should the Traveller(s) be represented by minor child(ren);

3.4.6. maintain the Travellers' insurance (should the insurance services be excluded from the list of the booked package of Travel Services) or provide the Travellers with the written offer to obtain health insurance and accident insurance for the travel period themselves;

3.4.7. accept payments for the Travel Services from the Customer and keep record of settlements under the relevant agreements;

3.4.8. notify the COMPANY in writing of receipt of the Customer's claim within one business day following the receipt of such claim; notify the Customer of the fact that any claims, received upon expiry of a 2-week period following the travel end date, or any claims without the copy of statement, drawn up by the Traveller and authorized employee of the organization, providing services to the Traveller, will not be satisfied;

3.4.9. ensure safe keeping for documents in case of receipt or execution of the Customer's (Traveller's) documents, particularly – Voucher, until their transfer to the Customer and transfer them to the Customer within the term stipulated in the Travel Services Agreement. The Agent shall be held personally liable to the Customer in case of failure to comply with the term indicated;

3.4.10. ensure due payments for the Travel Services to the COMPANY in accordance with the procedure and within the due dates, set forth in the Clause 4 hereof;

3.4.11. pay penalties to the COMPANY according to the bases and in amounts, indicated in the Clause 7 hereof;

3.4.12. provide the COMPANY in a timely manner and at the COMPANY'S request with any information on the Customers (Travellers), required for due execution and provision of the Travel Services;

3.4.13. make settlements with the COMPANY and pay penalties, prescribed herein, in case of Cancellation or Change of Request;

3.4.14. make information, related to the Travel Services booked, known to the Customers (Travellers), as well as accept claims, requirements etc. and send them to the COMPANY upon entering into the Travel Services Agreement;

3.4.15. draft response to the Customers' (Travellers') complaints (claims) at the COMPANY'S request and send relevant drafts to the Tour Operator within seven business days upon receipt of relevant complaint (claim).

#### **4. PAYMENTS METHOD/ BILLING AND SETTLEMENTS**

Your payment method and terms are subject to one of the following as agreed:

##### **a. "Prepayment"**

With this type, the invoices shall be issued to the Company and printed on the Website [www.temporatours.com](http://www.temporatours.com) immediately after the commencement date of the Booking. All amounts are due and payable by the Agent in full before booking deadline, unless otherwise expressly specified in this Agreement.

In case of untimely payment, the Booking will be cancelled with prior notification sent to the Agent by e-mail to the address, indicated herein, and obligations of the Company involving the provision of Travel Services shall terminate. The Agent must consider the indicated payment due dates when determining the terms and conditions of the Travel Services Agreements.

4.2 Payments by credit cards are accepted. Payments made by credit card shall be addressed to the corresponding Company's office (email: [accounts2@temporatours.com](mailto:accounts2@temporatours.com)), depending on the destination and according to the following procedure:

Sending a two-sided photocopy of the credit card and a copy of the holder's identity card. The credit card holder shall be a member of the Agent staff who has been previously authorized by the company Management to make payments. The Agent will be responsible for the correct payment procedures by the credit card holder.

Sending the authorisation signed by the holder of the credit card to the office in the corresponding destination, including the invoice numbers and amount.

An extra percentage will be charged for payment by credit card. For credit cards accepted please contact our offices.

If payments are made from foreign countries, banks can apply commissions that are beyond our control. The Company will therefore not be responsible for such commissions.

4.3. In the event of special payment conditions granted to the Agent, an agreement, related to payment conditions in accordance with Clauses 4.5 and 4.7. hereof, shall be signed between the parties.

#### 4.4. Floating deposit ( credit limit )

By this type of payment method, the Agent will transfer any amount which is depend on sales volume to the Company , once our accounting team get approval of payment from our bank account , the same amount that the Company has been received will be set as credit limit to the control panel of clients access . With any one of the issue order like hotel's voucher, air ticket or transfer or even for transfer credit to sub clients which will be done by the Agent, the same amount of order will deduce from the credit limit of the Agent .

Company's accounting team will send the sales report weekly to the Agent and they can review their sales report and then make payment for following sales report and their credit limit will be back to the control panel same as floating deposit amount as well .

4.5. Once an «ok to buy / payment guarantee" was made, the Agency has purchased and accepted the FIT Products in relation to which the invoice has been made.

The reference date for all invoices and payments between the Agency and the Company shall comprise the to make OK TO BUY ( issue the hotel's voucher or transfer and Issue the flight ticket ) .

Temporatoours will electronically issue an invoice with a reference number to the Agency at same time of status of OK TO BUY for any one of the reservation . Which means there is no any invoice or credit usage for Confirmed bookings .( Confirmed booking means only a reservation without make any payment and confirmed bookings will change to OK TO BUY by client or cancel by system at deadline time limit for OK TO BUY ).

4.6. Invoices issued within the settlement period will be available on the Website [www.temporatoours.com](http://www.temporatoours.com).

4.7. Pursuant to clause 4.2. hereof, payments shall be made promptly by the Agent via bank transfer to the accounts of the company, but in no case later than three (3) days after submission of a valid statement related to relevant billing period (unless otherwise specified by the Company). The request for payment related to specific billing period will list bookings with the status «ok to buy / payment guarantee" associated to the billing period mentioned.

4.8. Travel Inventory will be invoiced in EUR.

4.9. In certain cases (including group bookings and bookings for special events) the full payment (in case any penalties apply to the Booking or the credit limit for the current settlement period is exceeded) or partial advance payment may be required depending on extent of the group request and contract conditions with the provider. The amount of advance payment shall vary from 50% to 100% with the payment made on the COMPANY'S first demand. For these purposes, the Agent shall provide a copy of the bank statement as the proof of the payments made.

4.10. Based on the accounting and settlement period, the Company shall provide the Agent with "Reconciliation of accounts based on sales of accommodation and other touristic services", detailing the breakdown of purchased FIT Products by the Agent within the billing period. The Agent shall review and sign the reconciliation report within five business days following the date of receipt thereof. Should the Agent fails to provide disagreement; the Report shall be deemed accepted.

4.11. If there is any item of bona fide dispute arising out of or in connection with any invoice or consolidated statement, full details of the dispute must be made known to the Company by the Agent in writing within ten (10) days of the date of the disputed invoice(s) or consolidated statement. In case of the Agent's failure to provide the COMPANY with full information on the relevant Booking within 5 (five) days upon completion of the relevant accounting and settlement period, the Agent shall lose the right to receive any compensation, nomination of any claims to the company.

4.12. Should the Travellers check out from the hotel before the due date or change the accommodation conditions (periods, room type etc.) or fail to arrive to the hotel, the payment for the services shall be accrued at their full cost, provided the COMPANY had been notified prior to the issue of invoice and the Agent provided relevant documents, proving the Traveller's check-out from the hotel. Should the COMPANY have been notified, the later shall find out the details with the relevant provider of the Travel Services and issue invoice in accordance with information obtained from such provider and/or hotel. As a result, the payment may be charged for additional nights. In cases when the Traveller checks out from the hotel before the due date, the Traveller shall always receive written check-out confirmation in the hotel, which would state that the amendment was accepted and no

payments shall be charged. The Agent must consider the terms and conditions of this clause when determining the terms and conditions of the Travel Services Agreement.

4.13. The Customer's statement that the hotel tariff was lower than the COMPANY'S rate shall not be accepted by the COMPANY as the reason for failure to make payment.

4.14. Payment of Company's invoices must be made by the Agent in the quoted currency by banker's draft or bank transfer to the relevant bank account specified in these Terms and Conditions (bank fees, related to transfer of funds to the COMPANY'S accounts, shall be paid by the Agent individually from his own funds).

4.15. Any bank fees for transfer of funds hereunder shall be paid by the Party, which makes the payment. In case the fee is written off from the amount of payment by intermediary banks, such amount shall be classified as expenses of the Party, which makes the payment, and is not subject to reimbursement by the other Party.

4.16. In case any tax shall be withheld by the Agent from payment, the Agent shall increase the COMPANY'S payment in a way that the total amount, credited to the COMPANY'S account, would be equal to amount, indicated in relevant documents.

## **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **5.1. In addition to the rights, stipulated under the other clauses hereof, the Agent shall have a right:**

5.1.1. to hold advertising events with the COMPANY'S consent, which facilitate entering into the Travel Services Agreement with the Agent;

5.1.2. to obtain full information, required for the execution hereof.

### **5.2. In addition to the rights, stipulated under the other clauses hereof, the Company shall have a right:**

5.2.1 to unilaterally narrow or broaden the Agent's responsibilities. The Agent's responsibilities shall be narrowed or broadened by the COMPANY by way of performing either or all of the following actions (at the COMPANY'S option):

- sending relevant written notification to the Agent's address, indicated in the Clause ADDRESSES AND BANK DETAILS OF THE PARTIES;

- sending relevant information on narrowing or broadening of the Agent's responsibilities to the Agent's e-mail.

- placing relevant information on narrowing or broadening of the Agent's responsibilities on the COMPANY'S Website on the Internet.

### **5.3. In addition to the obligations, stipulated under the other clauses hereof, the Agent shall:**

5.3.1. assist the COMPANY in settlement of issues, which arose due to claims or complaints;

5.3.2. notify the COMPANY of any changes in the Agent's details (bank details, legal and/or business address, authorized person's details etc.) within ten calendar days following the relevant changes and provide relevant supporting documents to the COMPANY. Should the Agent's e-mail, phone/fax numbers be changed, the Agent shall immediately notify the COMPANY of such changes;

5.3.3. check e-mail, indicated in the Clause 11. ADDRESSES AND BANK DETAILS OF THE PARTIES, which shall be used by the COMPANY for notification and communication purposes, on a daily basis. In case of lack of invoice issued by the COMPANY for the confirmed Agent's Written Request and/or lack of messages regarding the Request condition (status), the Agent shall immediately notify the COMPANY thereof, and, as appropriate, make an uninvoiced payment hereunder in case of expiration of due dates, indicated in the Clause 4 hereof.

### **5.4 In addition to the obligations, stipulated under the other clauses hereof, the COMPANY shall:**

5.4.1. provide the Agent at the Agent's written demand information on the Parties' settlements throughout the definite duration hereof as of the first day of certain month.;

5.4.2. notify the Agent of any changes in the COMPANY'S details (bank details, legal and/or business address, authorized person's details etc.) within ten calendar days following the relevant changes. Should the COMPANY'S e-mail, phone/fax numbers be changed, the COMPANY shall immediately notify the Agent of such changes by any means available.

5.5. The Parties must comply with confidentiality requirements in terms of their relations hereunder. Any tariffs and information, provided to the Agent, shall be treated as Confidential Information. The Agent may have no right to disclose such information to the third parties.

## 6. CONDITIONS FOR THE CUSTOMER'S PERFORMANCE GUARANTEE

6.1. The Agent shall guarantee (act as guarantor to the COMPANY) the Customer's performance of all the monetary obligations, arising under the Travel Services Agreement.

6.2. The Agent's Booking of the Travel Services or provision of the Agent's Written Request shall be understood to mean the Agent's consent to guarantee to compensate for any damages, which may be incurred by the COMPANY, due to the Customer's failure to perform or non-performance of obligations under the Travel Services Agreement, including the failure to perform or improper performance of monetary obligations, complete or partial refusal from the Travel Services. The terms and conditions hereof shall apply in case of engagement of subagents by the Agent (Clause 2.5. hereof).

## 7. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION

7.1. In case of breach (failure to perform or improper performance) of obligations hereunder by either Party, the Party in breach shall be held liable in accordance with the applicable laws of Romania and the terms and conditions hereof.

7.2. The failure to perform or improper performance of obligations hereunder shall be understood to mean the following.

### 7.2.1. For the Agent:

- failure to provide complete package of documents or information, required for issuance of needed documents with reference to the Travel Services provided;
- provision of inaccurate documents or documents which contain incorrect information;
- untimely or incomplete payment against the COMPANY'S invoices or other breach of monetary obligations;
- failure to provide the Customers or Travelers with information on general conditions of sale of the Travel Services, including information on travelling conditions, accommodation conditions etc.;
- failure to perform or improper performance of the terms and conditions hereof.

7.2.2. Should the Agent fail to transfer funds for payment of the Travel Services in full scope and within the due dates, indicated in the Clause 4 hereof, the COMPANY has the right to charge and issue invoice subject to immediate payment, for the forfeit penalty in the amount of 1 % of the debt amount for each day of delayed payment.

7.2.3. The damages, incurred by the COMPANY hereunder, shall be recovered in full besides the penalties. The penalties shall be paid by the Agent against the invoice, issued by the COMPANY. The COMPANY may have a right to, but must not recover penalties.

The amount of penalties may be reduced as mutually agreed between the Parties.

7.2.4. The Agent as a guarantor is held jointly and severally liable with the Customer or subagent (if any) for any damages, which were incurred (or may be incurred) by the COMPANY due to the Customer's failure to perform the obligations under the Travel Services Agreement. Information on losses (expenses) shall be published on the **TEMPORATOURS** Booking System.

7.2.5. In accordance with the laws of the Russian Federation, the COMPANY may have a right to apply the following operational and business sanctions to the Agent for the breach hereof: suspension of the Agent's Bookings or receipt of the Agent's Requests; cancellation of all the Agent's Bookings with prior notification of the Agent by e-mail to the address, indicated herein; unilateral determination of future additional guarantees of performance of obligations by the Agent; changing the procedure of payment for the Travel Services; ascertainment or increase of amount of the guarantee payment.

7.2.6. The following personal number (**reseller code**) shall be used to identify the Agent's Bookings: \_\_\_\_\_. The use of personal number will be considered the sufficient evidence of the Agent's booking of the Travel Services by the Parties.



### **7.3. For the COMPANY:**

- untimely provision of documents, required for obtaining of the Travel Services, to the Agent;
- failure to provide information, required under this Agreement;
- other failure to fulfill or misfulfillment of the terms and conditions hereof.

7.4. The COMPANY shall not be held liable for any damages, inflicted to individuals, illnesses, property damages or other losses and/or expenses of any nature, incurred due to the actions of the service provider, hotels, transportation or other companies and persons, which provide services, booked through the COMPANY.

7.5. The COMPANY shall not be held liable for reliability of information, provided by the third parties (hotel description, accuracy of schemes and maps, accommodation in the system etc.). The hotel categories, provided by the third parties, may differ depending on local provisions or other reasons.

7.6. The Agent shall be held fully liable for provision of all the data, which are necessary and required for the Booking and Cancellation of the COMPANY'S services.

7.7. The Agent shall be held fully liable for provision of all the necessary and required information on the terms and conditions, due dates, requirements and restrictions regarding the Customers' travels and services provided to the Customers.

### **8. FORCE MAJEURE CIRCUMSTANCES**

8.1. The Parties shall not be held materially liable for non-performance of their obligations hereunder, should any force majeure circumstances occur, which may include:

- flood, earthquake, seismic sea, epidemics and other acts of God;
- vehicle fires, explosions, accidents, breakdown or damages;
- strikes, sabotages, lockouts and other unpredictable situations, which made direct impact upon execution hereof;
- declared or undeclared war, revolution, mass riots;
- legal or illegal actions of state authorities.

8.2. The affected Party shall notify the other Party in writing of occurrence of the force majeure circumstances within 4 (four) days following the commencement or termination of such circumstances. Otherwise, the affected Party may not refer to the force majeure circumstances.

8.3. The Party referring to the force majeure circumstances as to the reason for its failure to perform the obligations hereunder must prove that it had been exactly due to the effect of the force majeure circumstances that the Party failed to perform its obligations hereunder.

### **9. DISPUTE RESOLUTION AND CONFIDENTIALITY**

9.1. This Agreement shall be governed by the laws of Romania.

9.2. The Agent hereby agrees not to disclose Confidential Information to any third parties, except with the COMPANY'S written consent. Should such a disclosure be required in terms of any court or administrative proceedings, the Agent shall immediately notify the COMPANY thereof and allow the COMPANY at its own expense take any measures, required for reversal, appeal or affirmance of the judgement. This provision is a surviving provision, which shall remain effective upon termination hereof. The Confidential Information shall be understood to mean the contents and provisions of this Agreement and any Annexes hereto as well as any information, which is not public in relevant industry or business sector, obtained by the Agent from the COMPANY in terms of: (1) the COMPANY'S trade secrets or its customers; (2) existing or potential products, services, technologies, projects, formulae, computer systems, algorithms, studies or developments of the COMPANY of its customers; or (3) business plans, sales and marketing methods, business methods, customer lists or customers' requirements as well as information of providers of the COMPANY or its customers.

9.3. In case of breach of confidentiality provisions hereof the Party in breach shall compensate for the relevant damages incurred to the other Party.

9.4. Either Party must comply with the laws on personal data protection and protection of information, obtained by such Party due to provision of services hereunder.

9.5. The Agent agrees that provision of services may include the collection, processing, storage and record of certain personal data (in accordance with the applicable data protection laws) of the Customer (Traveler). The Agent knows and agrees that the COMPANY may use all or any of these data for the purposes of provision of services. The Agent guarantees that he duly notified the data subjects, interested in processing of their personal data hereunder, and such data subjects provided their clear consent to such processing in accordance with applicable data protection laws.

9.6. The COMPANY must ensure confidentiality and safety of personal data of the Agent's Customers, provided by the Agent in course of execution hereof, and undertakes to use the indicated personal data exclusively for the purpose of execution hereof.

## **10. MISCELLANEOUS**

10.1. This Agreement shall enter become effective immediately upon its signing by both Parties and remain effective for 1 (one) year (initial duration). In case neither Party sends written notification to the other Party of its intention to terminate the Agreement over 30 days prior to expiration hereof, the Agreement shall be considered automatically extended (renewed) for the following year with the number of such renewals being unrestricted.

10.2. Should the Agent breach the Agreement, the COMPANY may have a right to unilaterally terminate the Agreement by way of sending of notification to the Agent in 10 (ten) days prior to such termination by registered mail.

10.3. In terms of financial arrangements between the Parties this Agreement shall remain effective until final settlement between the Parties. The Agent must make payments against all the issued and unpaid invoices within 5 (five) business days following the date of termination hereof.

10.4. The Parties shall treat any documents, sent by fax or other electronic communication means and required for the execution hereof, as originals.

10.5. The Parties reserve the right to early termination (repudiation) of the Agreement, provided there exist no outstanding obligations hereunder, which shall be proven with the reconciliation statement between the Parties.

10.6. Any alterations and amendments hereto shall be effective, provided they were executed in writing and signed by both Parties.

10.7. Any legal relations, not regulated herein, shall be governed by the applicable laws of Romania.

10.8. The Agent's actual Booking through the COMPANY shall serve an adequate proof of the Agent's agreement and consent to the rules and conditions, set forth herein and on the Website [www.temporatours.com](http://www.temporatours.com).

10.9. All the letters of guarantee, signed by the Agent's authorized person and duly sealed, which were sent by fax or by e-mail, shall have the same legal effect as original ones.

10.10. The Agent shall notify the COMPANY in writing of any changes, including any changes in the form of ownership or any changes in legal, bank or tax details.

10.11. This Agency Agreement and any Annexes hereto comprise the entire agreement between the Agent and the COMPANY and substitute any previous oral and written arrangements between the Parties. Any amendments and alterations hereto shall be executed in writing and duly signed by authorized representatives of the Agent and the Company.

10.12. This Agreement, including any Annexes hereto, was drawn up in English in two counterparts of equal legal effect, one for each Party. Any documents, required for the execution hereof (including invoices, statements, claims etc.), shall be drawn up in English.

**COMPANY:**  
**TRAVELDESK MANAGEMENT SRL**

Director \_\_\_\_\_

**V. Busuioc**

Date:

**AGENT:**

General Manager \_\_\_\_\_

Date:

Annex 1

to the SALES GENERAL TERMS AND AGREEMENT

as of \_\_\_\_\_, 2018

## GENERAL OPERATIONS OF WEBSITE AND CUSTOMER SERVICE

### Use of the TEMPORATOOURS Booking System

These Terms and Conditions represent the agreement between the Agent, who uses the **TEMPORATOOURS** Booking System, and the COMPANY. The Terms and conditions shall set forth the rights and obligations of all the authorized users of the Agent and the COMPANY with reference to services and products, offered on the Website [www.temporatoours.com](http://www.temporatoours.com). The COMPANY shall act exclusively as an agent for booking of the Travel Services, offered by providers. The website is available to the Agent for making legitimate hotel bookings only and **not** for speculative, false or fraudulent bookings. The Agent shall be held financially liable for any transactions held under the Agent's login, and shall provide the COMPANY with accurate information on any persons, travelling on the basis of the Requests for Bookings.

The COMPANY shall provide codes (username and password) for access to the **TEMPORATOOURS** Booking System within 48 hours following signing of the Agency Agreement by both Parties. A strictly confidential personal access code will be generated for every user, which shall be used exclusively for the actions taken hereunder.

The COMPANY shall not be held liable for unauthorized access to the **TEMPORATOOURS** Booking System by any third party by way of use of the confidential access code, provided to the Agent. For security reasons the COMPANY shall reserve the right to change the access code with prior notification.

#### ***1. Hotel reservation rules:***

##### **1. Booking**

All bookings must be made online or sent to e-mail address: [office@temporatoours.com](mailto:office@temporatoours.com).

The Agent may apply one of the following options to process the Booking:

- "OKTOBUY/payment guaranteed": each Booking is assigned a certain time limit, but the Agent may cancel the Booking before the deadline with no penalties being charged (the Booking will not be cancelled automatically);

- "Confirmed": the Booking is cancelled automatically prior to expiration of the time limit in case the Agent failed to use the option "OKTOBUY/payment guaranteed";

- the Agent, based on advance payment, shall make payment and provide the COMPANY with the relevant supporting document (SWIFT) in order to prevent cancellation of the Booking and have the possibility to issue Voucher;

- in case of Request for Booking confirmed via e-mail the COMPANY shall provide a written confirmation to issue Voucher by way of using the "OKTOBUY/payment guaranteed" option.

The Agent shall be held liable for checking all the details of confirmation, change and/or cancellation.

All the Requests are assigned certain booking cancellation period, which shall be indicated in the Booking.

Once the reservations/requests are confirmed, payment, cancellation, amendment, no-show, and refund/discount policies will apply as described under this agreement.

##### **2. Cancellation&Amendments:**

Any Cancellations and Changes shall be made through the **TEMPORATOOURS** Booking System or sent by e-mail to the address: [office@temporatoours.com](mailto:office@temporatoours.com).

Agent must ensure that it has received written confirmation from Company that the booking has been cancelled. All requests for cancellations that are **not** made in proper time frame are subject to cancellation fee determined by Company.

COMPANY will **not** be bound by or responsible for any changes and cancellations made directly with the hotel.

### **3. Special Event Periods**

During Special Event Periods, Providers may pass on a different cancellation policy of which the Agent will be informed as soon as the Company is notified.

### **4. Rates**

All rates quoted are net, non-commissionable, and inclusive of taxes and services charges (unless stated otherwise in the booking details). The rates will be confirmed along with booking confirmation. The rates, quoted in the System, shall be treated as confidential and can not be disclosed. Rates are updated regularly.

Rates are quoted in EUR. The municipal tax or other local taxes are excluded and shall be paid directly at their destination in case there is no other provision.

The COMPANY'S rates, shown in the **TEMPORATOURS** Booking System, **shall not** apply to groups, that is to the Bookings for over 5 rooms at the same time for a single booking period and accommodation facility.

### **5. Hotel Information**

While Agency considers to present hotel information as accurately as possible on **TEMPORATOURS** Booking System, the Company is not responsible for accuracy of the information displayed on the website or for any facilities that may or may not be available at the hotel during Customer's stay or not suited to his/her/their individual tastes and preferences.

The pictures of hotel and hotel rooms are provided to create general idea of the hotels selected. The pictures of the hotel rooms may represent the rooms of the other category, which differ from the rooms, booked by the Partner, and/or differ from the Customer's room, provided in the hotel.

### **6. Accommodation**

The **TEMPORATOURS** Booking System shall display only those accommodation options available online.

As a rule, the System shall display standard rooms, except for the cases when another room category is indicated.

A single room is equipped with 1 (one) bed and is suitable for 1 (one) person. Double/twin rooms, as a rule, are equipped with 1 (one) or 2 (two) beds, which are suitable for 2 (two) persons. Nevertheless, DOUBLE/TWIN rooms may sometimes have only 1 (one) bed. The Customers may request separate beds upon arrival upon arrival however, separate beds are not guaranteed. A triple room, as a rule, is equipped with 1 (one) single or double bed + additional bed or 2 (two) double beds. Quadriple rooms may have 4 (four) single beds or 2 (two) double beds and are suitable for 4 (four) persons.

Rollways are usually available at a small fee payable to the hotel.

The decision of room allocation to the travelers is made by the hotel, except for the cases when the Booking is made and certain room is particularly confirmed.

### **7. Late Check-In**

If a Customer is expected to have a late check-in, please contact the hotel and inform them of Customer's arrival time. Some hotels have limited reception services. Any failure to notify the hotel of the late check-in may result in cancellation of the Booking.

### **8. Special Request**

Specific room types, smoking preferences & bedding types for double/twin rooms cannot be guaranteed and are subject to availability at the time of check in. It is always guaranteed that the room provided by the hotel will accommodate the number of Customer(s) booked.

### **9. Early Check-Out**

Early check-out related refund demands should be accompanied with hotel issued early check-out permission. However, the early check-out permission itself does not guaranty any refund, and the refund may be claimed only, if and when, supplier does not invoice the Company.

#### **10. Taxes and Incidental Expenses**

There may be additional compulsory taxes, which are payable locally and are collected directly from the Customer by the hotel. Agent must ensure that the Customer is aware that such local taxes may be payable in certain destinations, and that Customers will need to make allowances for these extra local charges.

Company has no control over any extra charges that a hotel may implement for guest room incidentals such as; air conditioning, safe, mini fridge, car parking, internet fee, etc... Any such charges must be paid directly to the hotel and Company cannot be held responsible for any incidental charges passed on by the hotel.

#### **11. Redecoration, Renovations & Maintenance**

Such works are necessary for the upkeep of hotels and the same may take place without any prior warning however, the Provider will endeavor to keep such inconveniences to a minimum. The effects of normal wear and tear can be expected in a hotel and these are beyond Company's control. Company cannot accept responsibility for any disturbance or inconvenience to Customer(s) or for accidents or losses in a hotel caused by hotel management or staff members.

#### **12. Refunds/Discounts:**

All requests for discounts and/or deductions due to complaints or claims by Customers shall be presented in writing to Agency within fifteen (15)-days after checkout or end of service. Company shall determine the validity of all requests for discounts and/or deductions within the following 10 days of issue of the claim. Any discount and/or deduction taken unilaterally by the Agent without complying with the provisions of this clause shall be considered a breach of the payment obligations of the Agent and Company shall have the right, at its sole discretion, to terminate this Agreement and/or halt or reduce the commission payment.

#### **13. Client nationality**

When the nationality of the client is entered while making a search, the agency confirms that the nationality of the passport of the client is entered, the rates displayed after the search results will be for the nationality entered during the search so any incorrect nationality entered may cause financial loss. Our reservation system cannot be held responsible for such financial loss.

### ***II. Flight tickets reservation rules:***

#### **1. Booking of tickets:**

- a. All booking requisitions shall contain clear, accurate and specific information required for issuing correct tickets and in the format as prescribed by the Company time to time.
- b. Tickets once issued shall be conclusive, final and binding on the customer as regards the details contained therein unless any discrepancy in the particulars is reported by customer to Temporatours.com within the same working day of its issuance. The tickets are subject to availability and also subject to the rules as framed by the concerned airlines.
- c. It is the obligation of the customer to notify Temporatours.com of any changes in their designated representatives and Temporatours.com will not be liable for any bookings made by unauthorized persons.
- d. By presentation of any information for booking, customer warrants:
  - That all statements of fact contained therein are true and complete and accurate.
  - It has satisfied itself about the passenger's credentials based on the documentary evidence.
  - That customer has complied with all applicable laws.
- e. Customer agrees to abide by the terms and conditions of purchase imposed by any airline with whom customer elects to deal. Unless otherwise stated in the fare rules, all fares are "non-refundable", "non-transferable" and non-assignable" and cannot be changed once purchased. Customer is responsible for ensuring

that it abides by the terms and conditions of purchase imposed by any airline with whom customer elects to deal, including terms and conditions of purchase set forth in an air carrier's fare rules or contract of carriage.

## **2. Ticket issuance**

a. Ticket orders must be placed on platform or by email as reply to the quote email with clear indication of price quoted & accepted and the itinerary to be ticketed.

b. Temporatours.com will not issue airline tickets unless directed by authorized representatives of the customer. The Company may, but shall not be required to request that such direction be received in writing prior to the issuance or cancellation of any airline tickets or making any modifications thereto. E-tickets will be dispatched electronically without additional charge.

c. Temporatours.com will ticket if the booking is within deadline or if the itinerary can be rebooked. Temporatours.com will revert back within 3 hour if the ticket order cannot be executed.

d. Customer will be notified promptly if its fare cannot be ticketed and in most cases an alternative may be offered depending upon feasibility. If customer declines the alternative, it will not be charged. It is customers responsibility to ensure that sufficient funds are available for any air ticket purchased.

e. On rare occasions, customer may receive a flight confirmation, but the airline may not accept the request to issue a ticket. In this event, Temporatours.com will email customer a rejection email without being liable or responsible for such rejection. It shall be the sole responsibility of customer to give the correct latest address/email id. In the event of communication via email, customer will not be charged for such notification.

f. If customer agrees to a wait listed PNR, the PNR is not confirmed and may be cancelled. Once confirmed, customer will be notified of the final price. Customer is responsible to provide all information with respect to flight schedule changes to the traveler, whether or not listed on PNR's. In the event the flight schedule change is not indicated on the PNR, Temporatours.com will use its best efforts to notify customer of any flight schedule changes. Temporatours.com upon customer's request will use its best efforts to accommodate traveler requested changes in the flight schedule. Any costs in this regard will be borne by the customer.

## **3. Service commission**

a. The Agent shall individually determine the price for further sale of the services ordered from the Service.

b. The amount of the Service commission shall be determined by the Booking System and included in the cost of Air services.

## **4. Rates and payment processing**

a. Upon booking the tickets in accordance with the instructions of customer, the liability of Temporatours.com to make the payment shall become absolute notwithstanding any claim, counter claim or dispute or differences between customer and its clients.

b. All claims, disputes, differences, action, complaints, grievances of whatsoever nature between the customer and its client/ the traveler/ passenger with regard to the ticket booking or cancellation thereof including delay or re-scheduling or cancellation of any flight and all matters pertaining thereto or arising there from shall be the sole concern and the responsibility of customer, airline and the concerned client/ passenger or traveler, as the case may be, and Temporatours.com shall not have any responsibility or liability in that respect. It is the obligation of the customer to ensure that it informs the client/ traveler of the same.

c. The prices are final at the time of confirmation. The booking will be finalized for the total amount confirmed on the system.

d. The total cost of a Air service shall be determined by the Service and(or) rates and fees (charges) of the Air carrier, airport and other fees (charges).

e. Rates are confidential and must not be disclosed or used in negotiations with a hotel/supplier or third party.

f. The Company will charge a Service fee of EUR 10 for any change made to the reservation system in the case of a ticket already issued (reissue, revalidation).

g. When refunding amounts to the Customer for the unused Air service, the Company will charge a Service fee of EUR 15 for each case of refund.

### **III. Help Desk Support**

All requests by the Agent shall be made using the On-Line Booking System (OBS) or by email, [office@temporatours.com](mailto:office@temporatours.com), should the OBS not be working. For this purpose, the Agent must provide an e-mail address. It is the Agent 's responsibility to inform the Company in writing of any changes to such e-mail address.

The COMPANY shall provide its reply to the Agent's Requests, sent through the **TEMPORATOURS** Booking System or by e-mail to the address [office@temporatours.com](mailto:office@temporatours.com), within the following timeframe:

- Requests for Bookings "on request": 24 to 48 hours, excluding day-offs;
- Requests for individual Booking: next 24 hours;
- Requests for group Booking: next 72 hours;
- Requests for cancellation, change or calculation of the Booking made: next 24 hours;
- Requests for additional information: next 48 hours;
- urgent Requests: the shortest possible time.

Working hours: Monday to Friday, 09:00-18:00 (EET).

Emergency phone number: + 031/780 80 08

The Agent will ensure that the Company is given booking requests in sufficient time for the Company to be able to confirm the request, confirm an alternative if the requested product is not available, or to reject the booking.

Confirmations from the Company should be checked by the Agent upon receipt and queries raised with the Company as soon as practically possible. It is the responsibility of the Agent to ensure that the Company confirmations are for hotels and services required and to cancel if any is not. Failure to cancel the confirmation of a requested hotel or service or an alternative hotel or service confirmed within the applicable deadline, will result in a minimum one night charge.

### **IV. Updates to Terms&Conditions:**

Company reserves the right to amend or update these terms and conditions relating to the use of the site without prior notice to Agent. The latest version of the terms and conditions will always be available on [www.temporatours.com](http://www.temporatours.com). By using the **TEMPORATOURS** Booking System the user shall agree with its content and legal effect of the current version.

#### **COMPANY:**

**TRAVELDESK MANAGEMENT SRL**

**Address:**14-22 Bucuresti-Ploiesti St., ground floor, room 4, building XIII/2

013693 Bucharest, Romania

Director \_\_\_\_\_

#### **V. Busuioc**

Date:

#### **AGENT:**

Address:

General Manager \_\_\_\_\_

Date: