

## **VSLOVAKII.RU AFFILIATION AGREEMENT**

### **1. INTRODUCTION**

LESTAR LLC with registered address at 63 Pervomayskaya Street, Yekaterinburg, Russian Federation ("LESTAR") is the provider of an online reservation system ("Reservation System") that enables property owners to sell their rooms and associated facilities and services on a commission basis through the website [www.vslovakii.ru](http://www.vslovakii.ru) operated by LESTAR and, at LESTAR's discretion, through affiliated websites. By registering with the Reservation System you agree to be bound by the following terms and conditions.

### **2. COMMENCEMENT AND TERMINATION OF THIS AGREEMENT**

2.1. This Agreement shall start upon LESTAR's acceptance (at its discretion) of your request for registration with the Reservation System and may be terminated by either party at any time immediately upon written notice.

2.2. Upon termination, (a) you will honour all guaranteed reservations made prior to termination, (b) all licences granted herein shall terminate and you shall immediately remove from your site any links to the Reservation System and (c) the following sections will survive termination: Commission, Reconciliation, Payment Terms, Complaints, Indemnity, Warranties and Disclaimers, Governing Law and Jurisdiction.

### **3. LESTAR IS LIABLE TO:**

3.1. Publish actual information about services, prices, news and special offers provided by the Company on the Internet-portal [www.vslovakii.ru](http://www.vslovakii.ru)

3.2. Issue orders from the 2rd parties (clients and partners) and send them in advance on the email of the Company;

3.3. Deliver issued by the Company statement confirming reservation of the services by the 3rd party (a stay booking voucher) with all the necessary information and hand it over to every client;

3.4. Act strongly with the Company's standards and wished referred to the matter of pricing, commercial work and payments.

### **4. YOU ARE LIABLE TO:**

4.1. Provide LESTAR with sufficient information (not less than 1 time per month) about special packages, programs, offer, services and prices.

4.2. Issue the booking vouchers requested by the Reservation system and LESTAR within 24 hours since issue date if all the information is included.

4.3. Provide the services ordered and paid for by the client on the agreed level.

4.4. Accept Reports issued by LESTAR and pay commission according to the article 5.

### **5. COMMISSION**

5.1. You shall pay to LESTAR a commission of at least 15% ("Commission") on Realised Bookings made via the Reservation System through LESTAR website, affiliated websites or the LESTAR call center. "Realised Bookings" are (a) all fulfilled reservations (including reservations where customers are subsequently relocated to another property and reservations fulfilled after termination) based on your room rates including associated facilities and services (eg. room with breakfast or with full board) and (b) no-shows or cancellations based on any amounts charged by you. LESTAR reserves the right to change the Commission by giving 30 (thirty) days' notice.

5.2. The Commission is paid by you on the basis of a monthly LESTAR report and Act of acceptance within 5 (Five) bank days from the receipt date of stamped and signed by the Agent fax or e-mail copies of the documents above.

5.3. All the payments from you should be made by bank transfer of the sums agreed. Confirmation of Bank transfer receipt is a proof of execution your obligations.

## **6. RECONCILIATION**

6.1. Commission shall be payable on all Realised Bookings unless your request for reconciliations supported by appropriate documentation has been made by the 4th (fourth) day of the month following check-out and has been accepted by LESTAR. In the absence of appropriate documentation LESTAR reserves the right to reject your request.

6.2. LESTAR may contact customers regarding their stay and/or to confirm reconciliations.

## **7. PAYMENT TERMS**

7.1. LESTAR shall issue an invoice for Commission on a monthly basis ("Billing Period") for Realised Bookings with a checkout date that falls within the Billing Period.

7.2. Payment shall be due upon receipt using a method acceptable to LESTAR. You will pay interest at 6% per annum on all unpaid amounts after 30 (thirty) days of the date of invoice. Such interest shall accrue from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

## **8. RATE GUARANTEE**

8.1. You hereby represent, warrant and covenant that the rate entered on the Reservation System for any room type is the lowest per room per night or per stay available rate (including any restricted or unrestricted promotional rates) for that room type whether reserving directly with you or through another party.

## **9. LIABILITY FOR YOUR INFORMATION**

9.1. All information provided by you (including but not limited to your room inventory, associated facilities or services, rates and cancellation policy) must be complete, accurate and kept updated.

9.2. You shall not include your direct contact details or website address on the Reservation System. LESTAR shall be entitled to remove or edit any information you provide which LESTAR believes to be inaccurate or inappropriate.

9.3. You shall honour any incorrect rates entered by you into the Reservation System offered to customers and you shall find acceptable alternative and equivalent arrangements for customers who cannot be accommodated.

9.4. To the maximum extent permitted by law, LESTAR will not be liable for lost profits, lost data, actual or consequential damages or any other damages whatsoever, due to the failure to post complete and correct information or any removal or editing of your information.

## **10. COMPLAINTS**

10.1. You shall be solely liable for dealing with all customer complaints howsoever arising.

## **11. FORCE-MAJOR**

11.1. The parties are relieved from liability for a partial or complete fulfilling obligations under this Agreement if it was due to force-major circumstances, namely: fire, flood, earthquake, other natural calamities, war and war activities, and other circumstances recognized under the law of the Russian Federation as "force-major", and if these circumstances have direct impact on the execution of this Agreement. Should any circumstances of force-major character arise, the execution of the services shall be extended accordingly for the period of duration of force-major circumstances.

11.2. Party that finds it impossible to fulfill obligations under this Agreement, notifies the other Party of the occurrence of what had happened immediately, no later than 7(Seven) days from the date of their occurrence. Over this period, more than 7(Seven) days, it is impossible while negotiating to use the argument of force-major for the party, who did not execute this commitment.

## **12. INTELLECTUAL PROPERTY RIGHTS**

12.1. You represent and warrant to LESTAR that you are the sole owner or authorised licensee of all content (including but not limited to information, photographs and trademarks) provided by you to LESTAR and that such content does not infringe the rights of any third party. You authorise LESTAR to use this content (and to translate such content for use) on LESTAR Group Companies' websites and on affiliated websites and in any advertising or marketing materials associated therewith without further consent.

12.2. You may use the Reservation System (including accessing any software or material supplied therein) to provide information about your property for reservation and reconciliation purposes only.

12.3. You shall not (a) register any trademarks or trade names owned by LESTAR Group Companies (b) bid for such trademarks or trade names (or similar words) as keywords or (c) otherwise interfere with LESTAR's interests in such trademarks or trade names. You shall not take any other action to divert customers from the Reservation System onto your website.

### 13. WARRANTIES AND DISCLAIMERS

13.1. You hereby represent and warrant that you comply with all applicable laws including but not limited to the processing of personal data and hold all licences and authorisations required to sell rooms, facilities and services through the Reservation System.

13.2. LESTAR makes no representation or warranty about the suitability of its service, programmes, information or materials for any particular purpose, and disclaims any and all warranties. LESTAR reserves the right to change its service, programmes, information or materials at any time.

13.3. LESTAR may provide links and pointers to web sites maintained by third parties and shall not be responsible for their content nor maintenance. The provision of a link shall not be interpreted as an endorsement by LESTAR of any such site.

### 14. MISCELLANEOUS

14.1. All disputes and differences between the Parties, arising in the course of dealing, are to be settled by the Parties through negotiations. If disputes and differences are not settled by negotiations, the dispute shall be subject to settlement in the Arbitration Court of Sverdlovsk region, Russian Federation. In all other respects that are not provided in this Agreement the parties are guided by the laws of the Russian Federation.

14.2. This Agreement constitutes the entire agreement between the parties hereto with respect to your participation in the Reservation System. You may not modify this Agreement without the specific written consent of LESTAR. LESTAR reserves the right to amend the provisions of this Agreement at any time.

14.3. Notices required under this Agreement shall be in writing to the last address of the parties as set out in the Reservation System

14.4. This Agreement will become effective immediately upon signing by both Parties.

### LEGAL ADDRESSES AND BANK INFORMATION

**Company:**

**LESTAR LLC**

VAT 6670258398 KPP 667001001

PSRN 1096670017520

RNNBO 62047880

**Beneficiary's bank:** Banca Intesa

2, Petroverigsky lane, Moscow, Russian Federation, 101000

**SWIFT:** KMBB RU MM

**Beneficiary:** Lestar.LLC (Ural branch of Banca Intesa)

**Beneficiary's account No.:**

40702978650090000025

**Legal address:**

63 Pervomayskaya str., 61

Yekaterinburg, Russia, 620075

Tel/Fax: +7 (343) 385-20-24

e-mail: [info@lestaronline.com](mailto:info@lestaronline.com)

[www.lestaronline.com](http://www.lestaronline.com)

### SIGNITURES

**Company:**

**LESTAR LLC:**

Lestar LLC

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/Svetlana Kasatkina/