

SLOVOTHERMAE, Kúpele Diamant Dudince, š.p. Kúpeľná 107, 962 71 Dudince	
Dátum: - 8 -04- 2016	
Podacie číslo: 733	Číslo spisu:
Prílohy: 5	Vybevuje:

## CONTRACT

on Non-exclusive Trade Representation concluded pursuant to § 269 et. seq. of the Commercial Code  
between the following Contract Parties

1. **SLOVOTHERMAE, Kúpele Diamant, Dudince, š.p.**  
**Kúpeľná 107, 962 71 Dudince**

represented by : **Ing. Ľuboslav Jankovič, director**  
VAT : 00 165 506  
VAT : SK2020295442  
Bank connection : Vseobecna uverova banka, Bratislava  
Account in Euro : 87606012/0200  
IBAN: SK77 0200 0000 0024 6036 4955  
BIC : SUBASKBX

registered in the Business Register Banska Bystrica č.712/s,

(hereinafter just Slovthermae),

and

2. Partner : **Guide for you OÜ**  
residence : **Viru Välja 2, Tallinn, Estonia**  
Represented by: **Sergei Lepahhin**  
VAT : **EE101807607**  
Bank connection : **HABAEE2X Swedbank AS**  
Account No : **EE682200221059364961**  
(hereinafter just Agent)

### Art I

#### Subject of the Contract

1.1.

The Travel Agency (further just Agent) hereby undertakes that it will, within the territory and on behalf of Slovthermae, carry out activities directed at gaining customers for purchase of health resort stays with indication of rheumatism, locomotive and cardio-vascular disorders in the health resort Diamant in Dudince, Slovak Republic. In accordance with beforehand confirmed free capacity, will Agent sell health resort stays and other related services there to at the price pursuant to Art. III. Paragraph 3.3 hereof.



## Art II Commission

- 2.1. Slovthermae undertakes to pay to Agent a base commission for mediated stays at the rate of 20 % of the price of each mediated health resort stay.
- 2.2. The commission is payable as soon as an entitlement to it has arisen pursuant to Paragraph 2.1 of this Article. Agent shall deduct the commission from the price paid to Slovthermae for the stay sold.

## Art III Rights and Duties of the Contract Parties

3.1. Agent undertakes to issue to its clients, traveling to a health resort, a so-called *voucher*, containing the following data:

- voucher designation
- name and full address of Agent
- voucher number, date and time of issue
- client's name
- number of clients
- destination and place of the health resort stay
- duration of stay and date of arrival and departure
- voucher value
- seal and signature of the responsible representative of the Agent

By signature of the present contract Agent shall present a copy of the voucher, which will become Annex 1 hereof, and within 7 days of signature it will designate persons, authorized to act on behalf of Agent.

3.2. Slovthermae undertakes to provide all the services pursuant to Paragraph 3.5 of this Article, conditional on requirements stipulated in the following paragraphs of this Article. An Slovthermae is entitled to unilaterally update this price list, whereof it will notify Agent without any unnecessary delay. Agent is entitled to proceed according to the previous price list until it has obtained a new one.

3.4. The prices in the Diamant health resort house are differentiated according to seasonal spells as follows:

- 3.5. Main season 01.05 – 30.09
- Winter season 01.10 – 30.04

3.5. The following services are included in the price of a health resort stay:

- accommodation
- full board
- entrance, in-stay, and leaving medical examinations



- medical treatments
- leaving medical report
- health resort cure tax (no commission)

**3.6.** Medical examinations, treatment and cure of diseases not related to the main disease for which the patient entered the stay, are not included in the price. These cases shall be treated by additional insurance of the patient, provided by the Agent, otherwise all the costs shall be born by the patient. Agent undertakes to notify patients of this fact.

**3.7.** Other services, which are not designated on the voucher, for example:  
 - cultural and social activities, and excursions  
 will be paid for by the patients directly at the Slovthermae .

**3.8.** The Contract Parties agreed that Slovthermae can in the same territory pursuant to Art. I draw up either same or similar contract as this one, also with another person, e. g. with other travel agency.

**3.09.** Agent undertakes not to use advertisement or other promotion materials which could damage Slovthermae or act against ethical and moral principles of medical practice.

#### Art. IV Terms of Payment

**4.1.** The Agent undertakes to transfer the payments for health resort stays to the account of Slovthermae so that the payment be inscribed to the account of Slovthermae no later than 7 days before the start of the respective stay. The Agent undertakes to bear all bank expenses related to the payment transfer for the purpose of a health resort stay, respectively possible undercharges pursuant to this Art., Paragraph 4.2. Agent shall send a copy of the payment order to Slovthermae by fax immediately after the payment has been done.

**4.2.** After the stays are over, Slovthermae shall issue an invoice and send it to the Agent. The Agent undertakes to cover possible undercharges with respect to prior payment to the account of Slovthermae within 14 days of invoice delivery

**4.3.** The Contract Parties undertake to settle all other possible financial differences no later than by 31. January of the following year.

**4.4.** In case of a delay in invoice payments pursuant to Paragraphs 4.1 and 4.2, and payment of undercharges pursuant to Paragraphs 4.3, Agent undertakes to pay Slovthermae a contract delay charge at the rate of 0,1 % of the due payment per each day of delay.

**4.5.** If, for whichever reasons, the Agent cancels confirmed reservations, Slovthermae has the right to charge the following cancellation charges calculated from the price of the cancelled stay:

For cancellations

27 - 21 days prior to star of the stay .....	10 %
20 - 14 days prior to start of the stay .....	20 %
later than 14 days prior to start of the stay.....	50%



Slovthermae shall not charge cancellation charges for cancellations of health resort stays for especially serious reasons as emergent disease, accident or death of the client or the like. The Agent will submit appropriate documents (certificate of a physician or like).

#### **Art V Submission clause**

**5.1.** The Parties hereby declare that all possible disputes that might arise out of this Contract, including its effect, will be settled by a mutual settlement. If no settlement could be reached, the Parties agreed on the following:

**5.1.1.** All disputes arising in relation to this Contract will be submitted for arbitration before the Arbitration Court of the Slovak Chamber of Commerce and Industry, Gorkého 9, Bratislava according to the Arbitration Court procedure.

**5.1.2.** The material law, governing this Contract, is the generally valid law of the Slovak Republic.

**5.1.3.** The oral hearing shall be conducted, and the decision shall be announced in Slovak (or Czech), and translated into another language, when so requested by either party. The Court of Arbitration shall, at the cost of the party requesting the same, provide an interpreter and/or translation of the decision of the Court of Arbitration and/or of other documents.

**5.2.** The Contract Parties hereby undertake to respect the decision of the Arbitration Court as binding and ultimate, and agree that they will fulfill all duties as set in the Court decision in the terms and full extent set therein.

#### **Art. VI Final stipulations**

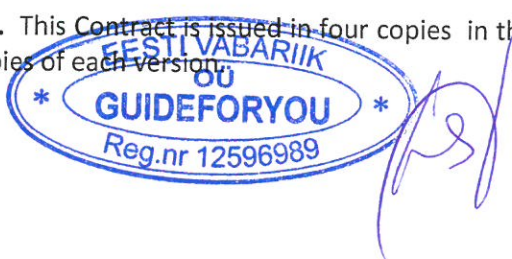
**6.1.** This Contract is concluded for an unspecified period and becomes effective from the day of signature by both Contract Parties. From that day forth, all prior oral and written agreements become null and void.

**6.2.** Each Contract Party is entitled to unilaterally rescind this Contract at a three months' prior notice, beginning on the first day of the month following a written notice to the last known address of the Contract Party by registered mail.

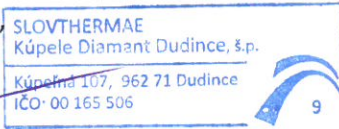
**6.3.** The Contract Parties undertake to settle mutual relations (liabilities) implied by this Contract within the period of notice.

**6.4.** This Contract can only be modified and supplemented by written and agreed numbered annexes, which must explicitly refer to this Contract.

**6.5.** This Contract is issued in four copies in the English language, and each Contract Party will obtain 2 copies of each version.



Done in Dudince,



.....  
Ing. Ľuboslav Jankovič, riaditeľ  
SLOVOTHERMAE, Kúpele Diamant Dudince, š. p

seal and signature of an authorized  
representative

(designate business names and names and positions of the representatives)



Sergei Lepahhin, director

seal and signature of an authorized  
representative