

## AGREEMENT CONCERNING RENDERING OF SERVICES

DATE: 1 July 2019

BETWEEN:

1. Shenzhen Top Travel International Travel Service CO. LTD, based in Shenzhen, China, hereinafter referred to as the "Client", represented by Mr. Hansheng Chen, the President of Company.
2. Ser Balkan Tours, Limited Liability Company, based in Belgrade, Serbia, hereinafter referred to as the "Lead DMC", represented by Mr. Yang Liu, General Manager
3. Montenegro Adventures, Limited Liability Company, based in Podgorica, Montenegro, hereinafter referred to as the "DMC", represented by Ms. Slavica Vukcevic, Executive Director

Acting on the basis of the Articles of Association, the three companies listed above are collectively referred to as "the Parties", and have concluded the present Agreement Concerning Rendering of Services.

### 1. The Subject of the Agreement

- 1.1 In accordance with the present Agreement, the Lead DMC, supported by DMC from Montenegro, undertakes to create quality tours presenting the Balkans to the Chinese market, and to provide tourist services in accordance with the expected standards (hotel accommodation, transportation, excursion programs, meals, interpreters and guiding services, as well as other services related to the itineraries) throughout the Balkans.
- 1.2 The DMC will support the Lead DMC in the territory of Montenegro in particular, and with support for other Balkan countries per request: particularly in terms of invitation letters needed for the visa-free tourist visits as required by Montenegro law, reservations for hotels and restaurants, entry fees for the sights, etc.
- 1.3 The ultimate data on the costs of the services, options in the hotels, reservations and terms of cancellation, as well as other conditions for each specific order, are finally set in the Confirmation of reservation forwarded by the DMC and the Lead DMC to the Client for each of the orders.

### 2. Obligations of the Parties

#### 2.1 The Lead DMC and DMC in Montenegro

- 2.1.1 The Client is sending the enquiry to the Lead DMC, by mail or fax
- 2.1.2 The Lead DMC is confirming services within 48 hours for individual guest or groups, excluding weekends and holidays. In case the booking is not possible within the given



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timeframe, the Lead DMC will inform the Client proposing the timeframe for getting the Confirmation of Services Order.

2.1.3 The DMC in Montenegro will support the Lead DMC in obtaining data within the given timeframe, making sure that options for confirmation required by the hotels, conditions for confirmation, conditions for cancellations etc. are clearly pointed out for each of the hotels.

2.1.4 The Lead DMC will inform the Client in a timely manner of changes related to ordered services, provide all information on consumer properties of a tourist product, inclusions and exclusions for the particular itinerary, according to the request, and pointing out the terms of reservations and cancellations for each of the hotels.

2.1.5 The Lead DMC with the support of DMC in Montenegro, will also inform the Client on responsibility for infringement of laws, rules of personal safety, about formal requirements, conditions and restrictions which are brought on them by carriers, consular, customs and other establishments, prepare the invitation letters and other documents related to visa-free tourist visits.

2.1.6 The Lead DMC will promptly inform the Client about any circumstances, which may affect the execution of the present Agreement.

## **2.2 The Client**

2.2.1 All services should be ordered in written format, via mail, giving the details (dates, number of persons, required services etc.), contact persons for the specific enquiry.

2.2.2 Promptly inform the Lead DMC on all changes or amendments for each enquiry, or the need for additional explanation of the consumer properties. All questions or clarifications need to be stated in writing.

2.2.3 The Client shall make all payments with respect to the ordered services in a timely manner, in order to keep the reservations and secure the slots blocked in the hotels. The payment policies of the hotels are to be used as the basis for payments, as it is necessary to secure the reservations and blocked allotments.

## **3. Cost of the Services and the Order of Settlements**

3.1 The prices for services should be confirmed for each of the enquiries and stated in Euro. The written confirmation of guaranteed reservation should include prices and terms and conditions of payment and cancellation.

3.2 All the settlements between the Lead DMC and the Client shall be made on the basis of the invoices and the payments are to be settled in Euro.

3.3 The DMC will be sending the invoices for the services rendered to the Lead DMC to be included in the overall invoice.

3.4 The Client is executing the bank transfer to the Lead DMC account, in accordance with the legislation in EUR and the invoices issued. The terms of payment are to be specified on the invoice.

3.5 The Lead DMC is executing the bank transfer to the DMC account, in Euro, and in accordance with the invoices issued. The terms of payment are to be specified on the invoice.

3.6 The Parties are to agree to terms of payment for each of the specific enquiries when ordering and confirming the services.

3.7. In case of non-disbursement of funds in accordance with the terms for payment, the Lead DMC and DMC retain the right to cancel the application of the travel product.

#### **4. Terms of Cancellation**

4.1 All information on a cancellation or a change in terms of travel from the guests/group of guests shall be sent and accepted or disputed in writing.

4.2 The Parties are extremely interested to support the guests/group of guests in all aspects and to provide a quality product, with competitive price and good market value. In case of cancellation, the Parties will try to mitigate the cost for the guests/group of guests, but in case of late cancellation the conditions stipulated by hotels and clearly stated in the Confirmation of guaranteed services order will be used as a basis for the penalty.

#### **5. Responsibility of the Parties**

5.1 The Parties shall bear responsibility under the present Agreement according to the legislation of their respective countries; all communication regarding reservations, options, confirmations, cancellations, lists of passengers, claims, penalties etc. should be in written.

5.2 The Clients claims/complaints regarding the quality of the provided tourist services are to be accepted by the Lead DMC within twenty days from the moment of termination of the services provided and need to be addressed and replied to within 10 days from the moment of reception.

5.3 The Lead DMC shall not bear the responsibility to the Client in the case of impossibility to fulfil their obligations caused by incompleteness or untimely submission of information and documents, required by the Lead DMC or due to violation of other conditions of the present Agreement with the Client.

5.4 The late payments of the agreed services might be a cause for cancellation or the additional payments of 0.1% per day, of the agreed amount due.

5.5 The Lead DMC shall not be responsible for the damage caused by the Client or the Guest to the Third Party or by a Third Party to the Client (the Guest).

5.6 The Lead DMC shall not provide travel insurance to the Client's Guests and shall not bear responsibility for possible accidents in the course of the travel arranged for by the Lead DMC. The Lead DMC shall bear no responsibility for a cancellation or a change of the departure time of air flights and related possible changes in the scope and terms of rendering some or other services. In such cases, air carriers shall be liable to the Client in accordance with international rules.

5.7 The issuance of the entry visa is the exclusive prerogative of Consulate bodies of Montenegro. The DMC from Montenegro is in charge of submitting all necessary documents for visa-free tourist visits and should follow the prescribed protocol in details, but the final decision for granting or refusing entry to Montenegro is prerogative of the Consulate bodies.

## **6. Force Majeure**

6.1 The Parties shall be exempt from responsibility for their inability to fulfil the contractual obligations caused by the circumstances of irresistible force (force majeure). In accordance with the present Agreement, the circumstances excluding the liability of the Parties shall include the actions of state authorities of the Balkan countries, consulate departments of embassies, border control bodies, etc. which may affect the fulfilment of the contractual obligations by the Parties.

6.2 The events specified in paragraph 6.1 of the present agreement should have extraordinary, unforeseen character, should be established by the government and arise after the conclusion of the Contract.

6.3 In all these events it is expected that the Parties inform each other of the new circumstances in the shortest terms (no later than 48 hours) of occurrence of the event and that all Parties will work on the best scenarios for mitigating the problem that occurred. Non-notification or inadequate notification deprives the Party of the right to refer to force-majeure circumstances.

6.4 Force majeure circumstances do not forfeit the Clients obligations to pay the Lead DMC for the services already rendered.

6.5 In case the effect of the force majeure conditions last longer than 3 months, the Parties should settle the issue concerning the further validity of the present Agreement.

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## 7. Conditions of Change, Cancellation and termination of the Agreement – Validity Terms

7.1 The present Agreement comes into force on 15 July 2019 and the Parties are to receive the filled in, signed and stamped copies of the Agreement.

7.2 The Agreement is valid for 5 years – and needs to be renewed before or on 15 July 2024.

7.3 Each of the parties has the right to demand change or cancellation of the Agreement in writing. The Agreement may be terminated earlier by mutual agreement of the Parties or by a unilateral discontinuance by one of the Parties, with 30 days' notice period. Such unilateral termination is only possible on condition of full settlement between the Parties.

7.4 The Parties have agreed that the documents relating the present Agreement shall have legal effect if sent by e-mail from authorized persons or appointed personnel clearly agreed from the Parties.

7.5 The Parties shall resolve all claims and disputes, which may arise from this Agreement or in connection herewith by means of negotiations.

7.6 All claims and disputes that the Parties are unable to settle by means of negotiations shall be resolved according to the legislation of Montenegro in the Arbitration Court of the City of Podgorica.

## 8. Additional Provisions

8.1 The present Agreement and all information concerning its execution shall be related to proprietary information and may be provided only to competent state authorities according to the current legislation of Montenegro

8.2 The Present Agreement is executed in 3 (three) equally enforceable original copies, for each of the Parties.

### The Client

#### Shenzhen Top Travel International Travel Service CO. LTD

Address: AERA A, East side, 14 floor, building b, Zhongshe Square, No.1028, Buji Road, Dongxiao STREET, JUOHU district, Shenzhen, China

Licence No: L-GD-CJ000457



Mr. Hansheng Chen  
President

Handwritten red text on the right margin, possibly a date or reference number.

Handwritten signature or initials on the right margin.

**The Lead DMC**

Ser Balkan Tours LLC

Address: 52 Dimitrija Tucovica, Belgrade, Serbia

Registration No: 21458236



Yang Liu

General Manager

**The DMC from Montenegro**

**Montenegro Adventures LLC**

Address: 35 Jovana Tomasevica St, Podgorica, Montenegro

PIB No: 02620693

License No: 87

A handwritten signature in blue ink that reads "Slavica Vukcevic".

Slavica Vukcevic

Executive Director





# 旅行社 经营许可 证

(副本)

许可文号: 旅发[2017]37号

编号: L-GD-CJ000457



旅行社名称: 深圳市特色行国际旅行社有限公司

英文名称: SHENZHEN TOP TRAVEL INTERNATIONAL TRAVEL SERVICE CO., LTD

出资人: 陈健生 李瑶 林小晶

法定代表人: 陈志超

经营场所: 深圳市罗湖区东晓街道布吉路1028号中投广场B座14层东侧A区

许可经营业务:  
(一)入境旅游业务  
(二)境内旅游业务  
(三)出境旅游业务。



2017年 9月 18日

(grb NR Kine)

TURISTIČKA POSLOVNA DJELATNOST  
**DOZVOLA ZA OBAVLJANJE DJELATNOSTI** (kopija)

Br. dozvole: 37 (2017)

Referentni kod: L – GD– CJ00457

*(pečat Tesexing međunarodne turističke agencije grada Shenzhena d.o.o)*

Naziv turističke agencije: Tesexing međunarodna turistička agencija grada Shenzhena d.o.o.

Naziv na engleskom jeziku: SHENZHEN TOP TRAVEL INTERNATIONAL TRAVEL  
SERVICE CO., LTD

Investitori: Chen Hansheng, Li Yao, Lin Xiaojing

Pravni zastupnik: Chen Zhichao

Sjedište: put Bujie br. 1028, trg Zhongshe B/sprat 14/oblast A istočna strana, ul. Dongxiao,  
distrikt Luohu, grad Shenzhen

Poslovi za koje se izdaje dozvola: (i) Turistička putovanja ulaska u zemlju  
(ii) Turistička putovanja u zemlji  
(iii) Turistička putovanja u inostranstvo

Nacionalna turistička uprava  
*(pečat Nacionalne turističke uprave NR Kine)*

18.09.2017.g.

Nadležnost Nacionalne turističke uprave NR Kine

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*Tamara Tovjanin, tumač za kineski jezik, postavljena u Crnoj Gori rješenjem ministra pravde broj: 03-745-1477/17-1 od 13.11.2017.g, na vrijeme od pet godina, potvrđuje da je ovaj prevod vjeran originalu.*

U Podgorici, dana 09.07.2019.g.

