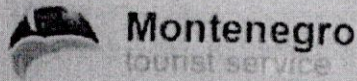


"MONTENEGRO TOURIST SERVICE" D.O.O.

Broj 56

Podgorica, 25.06.2018 god.

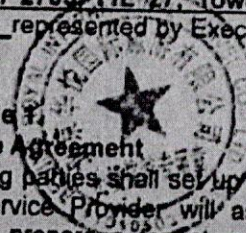


## BUSINES COOPERATION AGREEMENT

Concluded in Podgorica on 25.06.2018  
between:

1. "Montenegro tourist service" D O O Podgorica, TIN:02685825, Studentska b.b. Lamela 7, Podgorica, represented by Executive director Dejan Pejović (hereinafter referred to as: Service Provider)

2. Beijing Royal International Travel Co., Ltd (name), Business Licence No 91110105699646365T registered office Room 2703, FIL 27, Tower 1, NO.8, Dongdaqiao Road, Chaoyang District, Beijing China 100020 represented by Executive director Bella Jia (hereinafter referred to as: Beneficiary)



### Article 1

#### Subject of the Agreement

By entry into this agreement the contracting parties shall set up a cooperation within their registered activities, pursuant to which the Service Provider will assume the obligation, in accordance with the request of Beneficiary, to prepare a tourist arrangement and organize provision of services of accommodation, transport, excursions and similar, for tourist groups directed by a Beneficiary and the Beneficiary shall pay appropriate price and commission to the Service Provider for the provided services.

### Article 2

#### Method of implementation of the Agreement

Agreed cooperation shall be carried out as follows:

1. Beneficiary shall submit a request to Service Provider for the organization of a tourist arrangement together with the specification of services to be provided within the arrangement. The request should indicate the following: approximate number of members of the group, duration of the arrangement, type of services (hotel accommodation including bed and breakfast, half-board), category of the hotel, place of the hotel, places to visit etc.,
2. Service Provider shall, in accordance with the request, prepare the arrangement and travel itinerary with detailed description and specification of services and price of the arrangement, within 7 days following the receipt of the request.
3. Beneficiary shall, within 5 days following the receipt of the offer, decide on accepting or rejecting the offered arrangement. Beneficiary shall be entitled, until the decision on accepting the arrangement, to ask for the change of offered arrangement
4. In case of the arrangement acceptance, the Beneficiary shall, along with the Statement of acceptance of the arrangement, notify the Service Provider of minimum number of participants in a group, especially of the structure of accommodation capacities, etc.
5. The Service Provider shall issue a pro forma invoice to the Beneficiary for payment of advance for booking of services to be provided within the tourist arrangement and after the Beneficiary effects payment for the booking the Service Provider shall enter into the business cooperation with persons who will be providing individual services of the arrangement.



6. The Beneficiary shall, not later than 25 days before the commencement of the arrangement precise the number of group members and Service Provider shall calculate the total value of the arrangement.

**Amendments to the arrangement, schedule of programme, dates**

**Article 3.**

Agreed arrangements (types of services provided, programme) may only change with the consent of both parties.

Possible increase of costs incurred due to the change of the arrangement shall be borne by the party proposing the change.

If during the arrangement period individual services (excursions etc.) may not be implemented within the schedule envisaged by the Programme due to the objective circumstances (floods, bad weather, etc.) of short duration, the contracting parties may reach a consent to postpone those services and their execution following the cessation of those circumstances, or decrease the price of arrangement by the respective service.

**Article 4.**

Defined dates of the arrangement may not change unless the contracting parties reach the agreement about the same.

Possible increase of costs incurred by the delay shall be borne by the party asking for the delay.

**Article 5.**

**Cancellation of the arrangement**

In case of the cancellation of the entire arrangement or a part thereof the cancelling party shall bear all of the costs incurred due to the cancellation (paid bookings and similar). In case of the force majeure, earthquake, war and other similar circumstances incurred beyond the will and control of the contracting parties the arrangement may also be cancelled by notifying the other party and submission of evidence of the above circumstances.

**Article 6.**

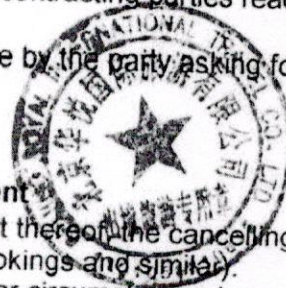
**Payment schedule, currency, commission**

Contracting parties agree that Beneficiary shall execute payment of individual arrangements according to the following schedule:

- 30% of expected value of the agreed arrangement after the acceptance of the arrangement offered, within 3 days following the delivery of pro-forma invoice for advance payment
- 50% of expected value of the arrangement not later than by 45 days before the commencement of the arrangement
- the remainder after the establishment of final number of group members and not later than 10 days before the commencement of the arrangement.

The payment schedule determined by the previous paragraph may change for each individual arrangement, subject to the conditions offered to Service Provider by persons rendering individual arrangement services (hotel operators, carriers, etc.).

Expected value of the arrangement shall be calculated according to the price of the accepted arrangement and number of persons indicated by the Beneficiary in the Statement of Acceptance as a minimum number of group members. For each increase of the group members the Beneficiary shall immediately execute payment for the booking of the arrangement in accordance





with the previous paragraph of this article.

In case the Beneficiary is delayed with the payments laid down in paragraph 1 of this agreement, the Service Provider shall warn the Beneficiary and order it to effect the payment within 3 working days. Otherwise, it shall be deemed the Beneficiary withdrew from the arrangement and Service Provider shall cancel the booking.

The price of arrangement includes the agency fee-compensation of the Service Provider.  
Payment currency shall be euro. All bank charges and fees shall be borne by the Beneficiary.

**Article 7.**

**Obligations of Service Provider**

1. to prepare the arrangements in accordance with the requirements of Beneficiary

Service Provider may suggest other options with regard to the requested ones in case it is not able to provide individual types of services pursuant to the Beneficiary's request and the final decision shall be made by the Beneficiary

2. following the request of Beneficiary to engage the accommodation capacities according to their category, service type, structure and location determined by the Beneficiary

3. to engage and provide the transport for the group, required for the completion of the arrangement

4. to ensure other services defined in the requests of the Beneficiary  
(excursions, tours, guide services, translator's services, rent-a-car and other services)

5. to submit to the Beneficiary, for each arrangement, terms and conditions of travel to be presented by Beneficiary to the group members and commit them to observance of the same

6. in addition to the offered arrangement, through the beneficiary, to introduce and offer the group members insurance against the trip cancellation, insurance securing costs of assistance and return of the travellers to their starting point in case of the accident, disease, injury, death and damage/loss of the baggage during their travel and stay and on the need of having the health insurance during the trip and stay in the country and abroad

**Article 8.**

**Obligations of Beneficiary**

1. to precise in the request for the arrangement preparation all of the services and facilities of the arrangement, as well as other conditions of the arrangement

(town, location, hotel category, type of the hotel service, transport, guide services, translator's services, duration of the arrangement, etc.)

2. following the acceptance of the arrangement to effect payments in accordance with Article 6 of this Agreement

3. to provide necessary data about the group members, required for the implementation of the arrangement

4. to notify the Service Provider of all relevant conditions and facts important for the implementation of the arrangement (change in the number of group members etc.)

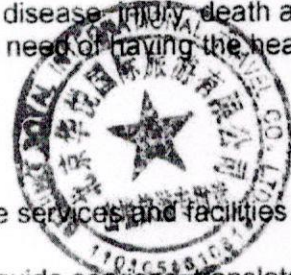
5. to notify the group members of conditions of travel of Service Provider and commit them to observance of the same

6. to inform the group members of a possibility to have and offer them insurance referred to in Article 7 item 6 of this Agreement

**Article 9.**

**Duration of the Agreement**

This Agreement shall be concluded for an indefinite period of time.



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Agreement may be cancelled by a written statement of one of the contracting parties, submitted at least 3 months before the moment of the Agreement cancellation.

Contracting parties will have to execute the previously agreed arrangements.

**Article 10.**

**Spatial validity of the Agreement**

Contracting parties have agreed that business cooperation defined by this Agreement shall be accomplished in the territories of the state of Montenegro, Serbia, Bosnia and Herzegovina, Albania, Croatia, Slovenia, Macedonia and Hungary.

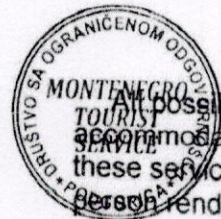
Beneficiary shall negotiate tourist arrangements in the territory of countries referred to in the previous paragraph solely with the Service Provider.

Contracting parties shall leave a possibility of accomplishing the cooperation in the territory of other countries, which will be defined in the separate agreements.

**Objection to individual services**

**Article 11.**

All possible disputes related to the quality of individually rendered services (hotel accommodation, transport, etc.) Beneficiary shall demonstrate directly to a person providing these services, or through the Service Provider, and shall possibly request the indemnity from a person rendering these services.



**Article 12.**

Contracting parties shall leave a possibility of entering into separate agreements for individual arrangements, in which case the provisions of that agreement in a part governing them shall be applicable for the contracting parties.

**Article 13.**

**Termination of the agreement**

The Agreement may terminate by agreement between the contracting parties, in which case the contracting parties shall agree in writing on all terms and conditions of the agreement on termination of the agreement.

**Article 14.**

**Unilateral termination of the Agreement**

The Agreement may be terminated unilaterally in case:

- the Beneficiary fails in paying for the arrangement pursuant to Article 6 of this Agreement, or otherwise acts contrary to the provisions of this Agreement
- the Service Provider untimely, dishonestly or in any other manner is in a default of the contracted obligations

The party having the intention of terminating the Agreement shall notify the other party of existence of the conditions for unilateral termination of the Agreement and shall leave a reasonable period to the other party for remedying the conditions causing the termination (3 to 7 days depending on the nature of the breach).

If other contracting party fails to act following the warning, the Agreement shall terminate by a written statement of unilateral termination of the Agreement.

The party causing damage to the other party due to its default in the agreed obligations shall compensate for the same.

**Article 15.**





**Montenegro**  
TOURIST SERVICE

**MNE Tourist Service d.o.o.**  
Cetinjski put bb, Podgorica  
Tel/Fax: +382 20 511 200  
www.booking.me | info@booking.me

**execution of the Agreement**

The contracting parties shall carry out their mutual communication (requests, offers, acceptance or rejection of the offer, notifications, etc.) in writing by e/mail, fax or regular mail.

Contracting parties shall appoint the following persons for execution of this Agreement:

For Service Provider Milas Bulatovic mail [redacted] contact phone [redacted]  
For Beneficiary Bella Jia MEN JIAN mail [redacted] contact phone [redacted]

In emergencies or in other less significant circumstances communication may be carried out by contact phone of authorized persons of the contracting parties, which shall later be documented in a written document.

Requests, offers, Statements of acceptance, notifications, etc. made in the manner described above shall be binding for the contracting parties.

**Dispute resolution**  
**Article 16.**

Contracting parties shall try to resolve their mutual disputes by agreement. In case of impossibility of resolving the dispute amicably, mutual relationships shall be resolved by the Commercial court in Podgorica, Montenegro.

**Business secret**  
**Article 17.**

Contracting parties have reconciled that provisions of this Agreement, offers of the Service Provider and prices for the services executes shall constitute business secrets and may not be disclosed to third parties without the consent of other party.

The contracting party disobeying the previous provision shall indemnify the other party for possible damage sustained.

**Article 18.**

Amendments to this Agreement shall be made in accordance with the written agreement between the contracting parties.

**Article 19.**

Positive regulations of Montenegro shall apply to all that has not been governed by this Agreement.

**Article 20.**

This Agreement has been made in 4 copies of identical text, 2 of which shall be kept by each contracting party.

Service Provider,  
Executive director,



公司代码: BJ-H/2016072  
公司负责人: 贝拉吉亚  
签订日期: 2016年6月25日  
合同日期: 2016年6月25日

Beneficiary  
Executive director,

for  
Bella Jia  
*Bella Jia*



Primljeno:	23.07.2018		
Org. jed.	Broj	Prilog	Vrijednost
108	1223	/30	

(grb NR Kine)

TURISTIČKA POSLOVNA DJELATNOST

DOZVOLA ZA OBAVLJANJE DJELATNOSTI

Br. Dozvole: 245 (2012)

Serijski kod: L – BJ – CJ00250

\* \* \*

Naziv turističke agencije: Pekinška Huayue agencija za međunarodni turizam

Naziv na engleskom jeziku: BEIJING ROYAL INTERNATIONAL TRAVEL CO., LTD

Investitor: Jia Bei, Li Dong

Zakonski predstavnik: Jia Bei

Sjedište: ul. Dongdaqiao br. 8/zgrada1/2703, distrikt Chaoyang, Peking

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

Nacionalna turistička uprava (pečat Nacionalne turističke uprave NR Kine)

08.06.2012.g.

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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 19.07.2018.g.





# 旅行社业务 经营许可证

(副本)

许可文号: 国家旅游局办发(2012)245号

编号:

L-BJ-CJ00250

旅行社名称:

北京华悦国际旅行社有限公司

英文名称:

BEIJING HUYUE INTERNATIONAL TRAVEL  
CO., LTD

出资人:

贾强、李东

法定代表人:

贾强

经营场所:

北京市朝阳区东大桥路8号1楼2703

许可经营业务:

- (一)入境旅游业务
- (二)国内旅游业务
- (三)出境旅游业务

二〇一二年八月八日



中华人民共和国国家旅游局监制