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R.T.E. TRAVEL
ROMANIA TOURS & EVENTS

56 Industriilor Str., District 3, Bucharest, Romania
Tel. +40 723 188 947, +40 720 52 95 45
office@romaniatoursandevents.com
www.romaniatoursandevents.com
Reg. No. J40/11435/2015, CUI 35020310

AGREEMENT

No. 28/20.03.2018

SC R.T.E TRAVEL SRL-D established in Romania, Bucharest, 56 Industriilor str., bl. 10, sc. B, et. 2, ap. 203, district 3, tel. +40 723 188 947, email: office@romaniatoursandevents.com, registered at Bucharest Commerce Register nr J40/11435/2015, Company ID 35020310, VAT NO: RO36086852, bank account IBAN: RO30INGB0000999905326350 EUR at ING Bank Romania, represented by **Iuliana Adriana Tache – General Manager**. R.T.E. TRAVEL will be hereafter the **supplier** of the travel services

And

OLLAMI.com **Ltd.** established in Israel 2016, Phone: +972-54-5612613, mobile: +972-52-6414222, registration no. 515530517, represented by **Eran Borochov – Owner** will be the **beneficiary/ client** of the travel services.

1. OBJECT OF THE CONTRACT

The purpose of the contract is to ensure by the supplier all the travel services requested by the beneficiary:

Touristic package for the **Israeli family**: **8 adults and 5 children** between **16-22.05.2018.**

- **Accommodation** with breakfast included at:
  - **Rizzo Boutique 4* hotel in Poiana Brasov – 3 nights**
    - 01 double room
    - 01 twin room
    - 02 connecting rooms for each family with children.
  - **Casa Wagner 3* hotel in Sighisoara – 1 night**
    - 01 double room
    - 01 twin room
    - 02 apartments. One apartment will have an additional bed as they are 3 children.
  - **Exclusive hotel & More 4* in Sibiu – 1 night**
    - 01 double room
    - 01 twin room
    - 02 apartments. Each apartment has 1 matrimonial bed (can fit 2 adults and 1 child) and in the other room an extended sofa for 2 children. An additional bed can be added.
  - **Capitol 4* hotel in Bucharest – 1 night**
    - 01 double superior room
    - 01 twin superior room
    - 02 apartments

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- **Entrance fees to all touristic sights mentioned in the itinerary**: Slanic Prahova salt mine, cable car in Sinaia, Dino Parc, Bran castle, Aventura Park, Bear Sanctuary in Zarnesti, Viscri fortified church, Sighisoara with the Church on the Hill, Clock Tower Museum, Biertan fortified church, Therme – access for 4 hours.
- **Professional English speaking guide** throughout the itinerary
- **Private transfer** from airport – hotel – airport
- **Private transportation** with a 19 seater bus with driver throughout the itinerary

Calculation:
01 double room for 2 adults = 1.100 Euro
01 twin room for 2 adults = 1.100 Euro
02 adults and 02 children of 3.5 and 5.5 years old = 1.980 Euro
02 adults and 03 children of 7.5, 7.5 and 10 years old = 2.350 Euro
Total services = 6.530 Euro
Discount 10% for Ollami = 653 Euro
Difference to pay = 5.877 Euro

The travel services and any other connected services will be specified and agreed by parties in Annexes for each travel service requested. If the annexes are not signed by parties, the written confirmation by e-mail or fax for a certain service will be considered as part of the contract.

2. PAYMENT
2.1 For the event services, the Beneficiary will pay to the Supplier, the amount of **5.877 EUR.**
2.2 The Payment has to be done through bank transfer in the following account: RO30INGB0000999905326350 EUR at ING Bank Romania as follows:

- **10% of the net price, 588 Euro until 25.03.2018**
- **Difference of 90% of the net price, 5289 Euro until 05.05.2018**.
- The extra services requested will be confirmed no later than 01st of May 2018 and will be paid in maximum 3 days after the invoice date. All extras will be guaranteed with a credit card.

2.3 Any delays from this term will entitle the supplier to claim for penalties of 0.5%/ day. The penalties may exceed the amount that is owed by the beneficiary to the supplier.

3. SUPPLIER OBLIGATIONS AND RIGHTS
3.1 The supplier will assure to the Client all the services requested.
3.2 The supplier will inform the beneficiary about all cancellation fees linked with the details of each event.
3.3 The supplier will ensure the services according with the offers accepted by the client.
3.4 The supplier may involve any other supplier in the travel projects in order to deliver the services confirmed according to the services requested.
3.5 The supplier will acknowledge about any possible complains from the client side. He will check the facts and will issue a written complain on the site that will include all the inconveniences occurred. This document will be signed by the client representing and any other parties involved. The supplier is entitled to foreword the

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complained to his own suppliers (hoteliers, airliners, etc) in the absence of these document, the supplier will not be considered as responsible for facts that may not be proved.
3.6 The supplier may change or cancel the travel services in circumstances of force major: natural disasters, strikes, wars, political changes, big delays or cancellation of flights or any others transportation means or any other situation that is accepted by low as force major situation. The supplier may not be considered responsible for such situations and as a consequence will not be claimed any penalties.
3.7 The supplier will issue invoices for all services contracted.
3.8 The Supplier will inform the beneficiary about cancellation policy and penalties for each service and event.

4. BENEFICIAR OBLIGATIONS AND RIGHTS
4.1 The Beneficiary will pay all the services as is stated at article 2.2 from the present contract.
4.2 The Beneficiary will transmit all enquiries in written form, allowing the supplier to have the chance of meeting deadlines.
4.3 The Beneficiary will inform the supplier about all the changes occurred in written form and real time so the supplier will be able to provide the adequate support.
4.4 **Cancellation of Program:** In the event that this Program should be cancelled for any reason, in whole or in part, or should the destination or site be changed by **the client**, RTE Travel will invoice **the client** for those sums expended by RTE Travel or for which RTE Travel is obligated and which are not recovered from any hotel or other supplier.

The cancellation and attrition policies of the suppliers and service providers are detailed hereafter:

The following **cancelation conditions** applies:
By 15th of April 2018, 5% of the total of rooms can be canceled without penalties
Any other cancelation from16th of April 2018 will apply a penalty of 100% for the entire stay.
Any event cancellation will be charged 100% at the contracted rate for the entire length of the event.
Any other services requested on spot should be guaranteed by credit card.

4.5 Minimum numbers, Final *numbers & Participant's lists:*
It is **the client's** responsibility to update **RTE TRAVEL** on the estimated number of attendants to the Program with respect of the below cancellation and attrition conditions.
The programme, quotation and current conditions are based on the realisation of **13** full paying delegates.
4.6 The Beneficiary is committed to respect the confidentiality of all the terms that of this contract including all the annexes.
4.7 The Beneficiary will inform immediate and in written the supplier about all the "under standard services". The claim became valid after the representative of supplier will acknowledged the situation. The claim will be acknowledged and countersigned by the representative of a third party supplier (hotel, restaurant, etc). The supplier will take urgent measures that are planned to solve the situation appeared.

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5. CONTRACTUAL TRUST

5.1 In the situation when the customer will cancel an already accepted offer, the beneficiary will owe to the supplier penalties as is stated at article 4.4 from the present contract.

5.2 **Insurance: The client** is encouraged to ensure that the Client has insurance cover against cancellation, illness and for loss of baggage. Clients undertake and enjoy all Services at their own risk and are, accordingly, responsible for their own travel insurance. RTE TRAVEL shall not be liable for any failure on the part of any Client to secure adequate insurance cover.

5.3 **RTE TRAVEL:** acts as an agent or intermediary to arrange the means of transportation, lodging and other services as described. Visas, tickets and other services are subject to the conditions specified by the carriers, hotels, and other suppliers. RTE TRAVEL maintains no control over the personnel, equipment or operations of any carrier, airline, cruise line, hotel, Tour Company or other supplier. When issued, the passage contract in use by airlines, cruise lines and other carriers will constitute the sole contract between the carriers and the participants. **The client** will not hold or seek to hold RTE TRAVEL liable for any cost, expense, loss, damages, or liability arising from claims by **the client's** participants based on liabilities not undertaken by RTE TRAVEL under this agreement. The responsibility of any carrier to any person participating in the Program is limited to the carrier's contractual and statutory liability as a common carrier.

RTE TRAVEL assumes no responsibility for and RTE TRAVEL will not be liable for any financial loss, personal injury, property damage, other loss, accident, delay, inconvenience, or irregularity which **the client** or any participant may suffer by reason of any act, default, non-performance or wrongful, careless, negligent, or unauthorised act or omission of any supplier, any supplier's employee or any third party, or from any other services utilised, for any non-performance, delay, misconnection, or mechanical failure of any nature caused in whole or in part by any occurrence, condition or circumstance beyond RTE TRAVEL reasonable control, including, but not limited to, fire, casualty, national or local emergency, shortages, riot, strike, lockout, any other labour difficulty, storm or similar occurrence, or any law, order, regulation, action, or request of any government or any official or instrumentality of any government.

5.5 The force major is waving the responsibilities of the party that is claiming. The force major is described as the circumstances that occurred after the contract was signed, linked with some extraordinary and unforced events that cannot be avoided by one of the parties. The party that is claiming a force major situation has to proof it in written in maxim 5 days after it occurred.

6. FINAL PROVISIONS

6.1 Any changes occurred to the current contract will be notified immediately to the other party.

6.2 Any litigation will be solved by amiable way. Should this not be possible, any disputes will be settled by "Curtea de Arbitraj Comercial International de pe langa Camera de Comert si Industrie a Romaniei", according to Romanian law.

6.3 No amendment, modification or addition hereto shall be effective or binding on any party unless reduced to writing and duly executed by both parties.

6.4 If any provision of this Contract shall be or become void or unenforceable in whole or in part, the other provisions of this Contract shall remain valid and effective to the fullest extent permitted by applicable law. The parties agree that such a provision shall be substituted, if appropriate, by a valid and enforceable provision having regard to the commercial purpose and legal nature of this Contract and interests of the parties.

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6.5 The represents of both parties warrants to the other as follows (and which will survive the termination of this Contract):

- is duly incorporated and validly existing and has full power and legal right to execute this Contract and to perform the provisions of this Contract,
- this Contract represents its legal, valid and binding obligation, enforceable against it in accordance with the respective terms hereof and the execution and performance of this Contract do not and will not breach, conflict or contravene any provisions of any law, statute, rule, regulation, Contract, undertaking, memorandum or articles of association.

6.6 All the annexes, correspondence in all forms (e-mail, fax, etc) are part of this contract.

SUPPLIER,	**BENEFICIARY,**
S.C. R.T.E. TRAVEL SRL-D	OLLAMI LTD.
GENERAL MANAGER IULIANA ADRIANA TACHE	OWNER ERAN BOROCHOV

SOCIETATEA R.T.E. TRAVEL S.R.L.-D. C.U.I. 35020310 BUCURESTI - ROMANIA