Offer

The Self-Employed Individual Maria Aleksandrovna Kulaeva, (hereinafter referred to as the "Self-Employed Individual") publishes this Offer of tour operations contract which terms are given below (hereinafter referred to as the "Contract") to individuals and entities (in case of approval of this offer - hereinafter referred to as the "Clients").

Pursuant to clause 2 of Article 437 of the Civil Code of the Russian Federation (hereinafter referred to as the "Civil Code of the Russian Federation"), the Offer shall be deemed to be a public offer.

This Offer (hereinafter referred to as the "Offer") shall come into effect from the date of placement in Internet as follows <u>http://mariamoscow.com</u>/ and shall be valid until revocation of the Offer by the Self-Employed Individual.

The Self-Employed Individual shall be entitled, at any time and at its own discretion, to alter terms of the Offer or revoke it. If the Self-Employed Individual alters terms of the Offer, such alteration shall come into effect from the date of placement of such terms of the Offer altered in Internet at the link <u>http://mariamoscow.com/</u> unless otherwise provided by the Self-Employed Individual in such placement. Such alteration shall not be valid in regard to any mutual obligations of the Company and Clients that have entered into the Contract prior to placement of terms of the Offer altered in Internet at the link <u>http://mariamoscow.com/</u>.

Advance or pre-payment for the Self-Employed Individual's services shall constitute the date of acceptance of the Self-Employed Individual's Offer to enter into the contract to the full extent, i.e. the Offer Acceptance, pursuant to clauses 1 and 3 of Article 438 of the Civil Code of the Russian Federation.

The Contract concluded through acceptance of this Offer shall be regulated by the civil statutory requirements in regard to adhesion contract (Article 428 of the Civil Code of the Russian Federation) – as its terms have been established by the Self-Employed Individual in this Offer and maybe adopted by any person other than through acceptance of such Contract offered, in general.

1. Subject matter of the Contract

1.1. The Self-Employed Individual shall assume the obligations to perform tour operations for the Client.

1.2. Tour operations shall be carried out under the program chosen by the Client, within the terms offered by the Self-Employed Individual and at previously offer cost.

2. Rights and obligations of the parties

2.1. Client's rights

The Client shall be entitled:

2.1.1. To receive required information on any program chosen, offered terms, operations cost and services included.

2.1.2. To reserve any program chosen, filling in the application form on the web-site. The fact of application acceptance shall be confirmation to be sent to Client's e-mail.

2.1.3. To receive proper medical services, as well as services included.

2.1.4 To cancel the order for services, if following terms in the section "Payment order".

2.2. Client's obligations

The Client shall:

2.2.1. Provide accurate information upon applying for services, namely: surname, name, number of persons, e-mail, and phone number.

2.2.2. To pay for any program chosen through the proposed payment ways within the terms as stated in order acceptance.

2.2.3. To notify on any unavailable tour operations.

2.2.4. To follow the Rules for tour operations.

2.2.5. If there is any claim against service quality or quantity of services provided, to send a written claim within 72 hours upon services expiration.

2.3. Self-Employed Individual's obligations

The Self-Employed Individual shall be obliged:

2.3.1. To provide information on any expected dates of tour operations, programs, cost and services included.

2.3.2. To accept the order for services and, if places of the program chosen are available at the date chosen, to confirm services.

2.3.3. To inform on payment ways, terms and conditions of cancellation.

2.3.4. To provide tour operations under the program chosen at the date chosen with services included.

2.3.5. If it is impossible to provide services, to inform the Client in advance.

2.4 Rights of the Company

The Company shall be entitled:

2.4.1. To define dates and programs of tour operations, to change the number of services included and service cost (prior to payment by the Client).

2.4.2. To change the order of services provision under the program, saving the total number of services.

2.4.3. To replace some tours items with alternative items upon any objective problems beyond the Self-Employed Individual's control (closing of Red Square, overlapping of central streets and roads), saving the total number of services with previous agreement and notification of the Client on any changes.

3. Payment order

3.1. Payment to the Self-Employed Individual shall be made through wire transfer or in cash in 100% prepayment. The list of services and their cost shall be fixed upon the acceptance of the order for services.

3.2. Cost of services is stated in the Russian rubles. Services shall be free of VAT.

3.3. Costs (rates) of services may be changed by the Self-Employed Individual, in sole discretion, provided that the Client is directly notified at the Self-Employed Individual's web-site through changing information on costs (rates), (without special announcement). Changes in costs

(rates) of services shall not result in the recalculation of services previously reserved by the Client prior to the notice on cost changes.

3.4. In case of cancellation of any paid services at the Company's initiative, the Client shall receive 100% prepayment.

3.5. In case of cancellation of any services paid at the Client's initiative, the Client shall pay penalty constituting

- refusal 14-8 days before the expected date and time of tour operations (local time) – 50% of prepaid services

- refusal 7 and less days before the expected date and time of tour operations (local time) or failure of the Client to appear– 100% of prepaid services

4. Liability of the parties

4.1. For failure to execute or for improper execution of the Contract, the Parties shall bear liability in accordance with the applicable laws of the Russian Federation and terms hereof.

4.2. The Parties shall be exempted for any liability for complete or partial non-fulfillment of their obligations hereunder if such failure was caused by any force-majeure circumstances, i.e. extraordinary circumstances unavoidable under the given conditions.

4.3. The Parties agreed that force-majeure circumstances include, in particular: natural disasters (storm), military actions, national crisis, strikes in industrial sector or region, actions and decisions of governmental authorities preventing the fulfillment of obligations hereunder (however force-majeure circumstances are not limited to such list).

4.4 The Party relying upon force-majeure circumstances shall immediately notify the other party in writing on such circumstances, date of commence and term of duration and effect on the possibility to fulfill obligations hereunder.

5. Dispute settlement

5.1 The Parties shall take efforts to reach any agreement upon any disputes through negotiations. If it is impossible to reach any agreement through negotiations and (or) correspondence, any dispute arising shall be settled in the court of general jurisdiction or arbitration court according to the laws of the Russian Federation.

5.2. The obligatory term of reference to the court and arbitration court shall be the previous notification of the other Party on claims in writing and failure to response to such claim within 30 (thirty) calendar days from the date of delivery or receipt of refusal from claim settlement.

6. Special provisions

6.1. In case of controversies in interpretation of terms hereof, they shall be interpreted in accordance with the applicable laws of the Russian Federation, taking into account initial interest of the Parties upon conclusion.

6.2. If any provision hereof is to be invalid, the remaining provisions of this Contract shall be valid as if they would not include such provision.

6.3. In terms no regulated by the Contract, the relations between the Parties shall be regulated by the laws of the Russian Federation.

7. Banking details of the Self-Employed Individual

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Self-Employed Individual

_____ M.A.Kulaeva

http://mariamoscow.com/