

Notice to BSP Agents of All Countries (excluding Russia)**Dear Agent,**

This is to inform you that you are allowed to sell tickets to flights of LLC “Nord Wind” (the “Airline”), using IATA neutral electronic tickets under the Passenger Sales Agency Agreement (the “Agency Agreement”), accordance with applicable fare regulations (fares, fees, taxes, levies, ancillary services and their terms and conditions), as published in the Global Distribution Systems (the “GDS”), traffic terms and conditions, and the Airline’s written manuals published on the official website of LLC “Nord Wind”: www.nordwindairlines.ru, including the section ‘BSP Agents of All Countries (excluding Russia).’

The Airline provides the Agent with the access to the Airline’s information systems within the frame of BSP Agents of All Countries (excluding Russia) as follows:

- The Airline has received the Agent’s Application executed in the form published on the official website of LLC “Nord Wind”: www.nordwindairlines.ru;
- The Airline has received the IATA confirmation of the Agent’s accredited sales point;
- The Airline has received the IATA confirmation of the Agent’s financial security.

The Airline shall have the right to close, at its discretion and at any time, the Agent’s access to the Airline’s information in the automated booking systems or global distribution systems.

As payment for services provided by the Agent to LLC “Nord Wind” in accordance with the Agency Agreement, the Airline establishes the basic agent fee, as determined in Annex 1 hereto and/or other commissions as determined by other regulations.

The Agent’s sales report in relation to passenger tickets is available through the BSPlink platform and executed in the electronic form within the terms stated by the BSP Reporting Calendar of Local territory which is part of the BSP Manual for Agents, Chapter 14 (Local Rules and Procedures) (the “Manual”). The payment procedure and remittance terms in relation to sales of the Airline’s flights are determined by the Manual.

LLC “Nord Wind” hereby informs you that all agents participating in the BSP Agents of All Countries (excluding Russia) choose their financial security in the form of the industry bank guarantee issued in favor of all airlines – members of IATA. You may want to receive the sum and wording of the industry bank guarantee at the IATA branch in the Local territory.

BSP Agents of All Countries (excluding Russia) may want to call LLC “Nord Wind” at: sales@nordwindairlines.ru.

Attached: 1 copy in 2 pages.

First Deputy Director General

Basic Agent Fee

1. Definition

Basic Agent Fee means the primary commission earned by the Agent for its services to the Airline, such as seat booking and ticket issuing and selling, in the amount specified in Article 2.1 of this Annex.

2. Basic Agent commission

2.1. Charging

As payment for services provided by the Agent to the Airline in accordance with this Annex, the Airline determines the basic Agent Fee for sales of passenger tickets:

2.1.1. For the Airline's flights coded "N4," including code-sharing flights (including flights performed under the IATA rates):

- Passenger tickets sold – _____ of the fare;
- Ticket re-issued with the fare increased – _____ of the fare margin.

2.1.2. For flights performed by other airlines under the Interline agreements, combined with the flight coded "N4" / not combined with the flight coded "N4":

- Passenger tickets sold – _____ of the fare;
- Ticket re-issued with the fare increased – _____ of the fare margin.

2.1.3. For the Airline's flights coded "N4" sold under corporate agreements (service or similar agreements) (the "Agreements"):

- Ticket sold or reissued by each Agent specified in the Agreement _____ of the fare or fare margin.

2.1.4. For the Airline's flights coded "N4" sold under net fares, as provided by the Airline to the Agent for special traffic, and other confidential fares (including, but not limited to, the group, contract, touring and other fares):

- Passenger ticket sold – _____(per flight);
- Ticket re-issued with the fare increased – _____(per flight).

2.2. Exclusions:

- Excess baggage rate;
- Additional services charge, as EMDs;
- Taxes, Fees and charge;
- Penalties for ticket exchanges or refund;
- Tickets issued without the additional collection or tickets reissued without the additional collection.

3. Ticket Refunds

- 3.1. For a voluntary or involuntary return of a ticket with the basic agent fee established as _____ and when the flight was not completed or completed partially, the Agent shall return the basic agent fee to the Airline in full.
- 3.2. For an involuntary return of a ticket with the basic agent fee established as _____, and when the flight was not completed or completed partially, the Agent shall not return the basic agent fee to the Airline.
- 3.3. For a voluntary or involuntary return of a ticket with the basic agent fee established as a pre-determined part of the fare, the Agent shall return the basic agent fee to the Airline as the pre-determined part of the fare refunded.

4. Amendments

- 4.1. The Airline shall have the right to change, at its sole discretion, the basic agent fee, by notifying the Agent in accordance with Article 4.2. hereof.
- 4.2. Any and all messages, notices or information relating to performance hereunder shall be executed in writing and sent to the Agent's or Airline's respective addresses, via one of the following channels: BSPlink, fax, cable (with return receipt requested), mail (registered mail or declared-value mail with return receipt requested or international mail with return receipt requested); email with the receipt response or automatic receipt message via email; automated booking system or courier delivery. Messages, notices or information sent via electronic means of communication are deemed official and effective on the sending date. If a Party sent a notice via cable, mail or courier delivery, such notice shall be deemed accepted by the other Party on the time specified in the return receipt or receipt message. Messages, notices or information sent to the Agent in writing and returned with the post-office record on the addressee absent or refusing to receive shall be deemed received on the date of such record, if the other Party has not been notified of the address changed.

Any Notice received at the address location on a day other than a business day or after the normal business hours shall be deemed received at the same location on the next Business Day.

In this case, the Airline shall have the right to notify the Agent by publishing a message at the Airline's official website www.nordwindairlines.ru and the Notice shall be deemed delivered to the Agent on the date of its publication on the Airline's official website.

5. Term and Termination

- 5.1. This Annex shall come into effect on _____ «__» ____ and continues in effect until terminated.
- 5.2. This Annex may be terminated or ceased by any Party at any time, by sending to the other Party the written thirty (30) days' notice. All settlements between the Parties shall be finished within thirty (30) calendar days after the termination/cessation date.
- 5.3. The Airline shall have the right, at its sole discretion, to cease or terminate this Annex by sending to the Agent the two (2) calendar days' notice in the case when the Agent failed to comply with terms and/or conditions of Annex to the Notice to Agents Participating in BSP Russia; terms and/or conditions of the proceeds remittance; provisions of the Agency Agreement, the Airline's manuals, guides, rules, procedures, fare regulations and other regulations published on the Airline's official website www.nordwindairlines.ru, or other disagreements of the Airline with the Agent's acts/omissions.
- 5.4. Each subsequent Annex replaces or cancels the previous one.
- 5.5. All conditions not affected by the subsequent Annex are considered valid.