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LLC "NORD WIND"

June "01 ", 2021

LLC "NORD WIND"

Ticket Sales Manual

**for BSP Agents of All Countries (excluding
Russia).**

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Glossary

Agent	Means an Accredited IATA Agent which, in the Airline's name and its cost and expense, books, issues and sells air tickets to the Airline's scheduled flights under the Passenger Sales Agency Agreement and in accordance with the Airline's rules, manuals and procedures, using the Billing and Settlement Plan (BSP).
Passenger Sales Agency Agreement (PSAA)	Means the Agency Agreement between the Agent and Airline – an IATA member - represented by IATA General Director who acts in the name and on behalf of the Airline – IATA member and in accordance with the IATA resolutions (the “Agency Agreement”). Terms and conditions of the Agency Agreement are detailed in IATA Resolution 824.
Agency Credit Memo (ACM)	Means the document issued by the Airline being a BSP signatory to the Agent in case of debt of the Airline to the Agent, to denote the necessity for the Airline to refund the Agent.
Agency Debit Memo (ADM)	Means the document issued by the Airline being a BSP signatory to the Agent in case of debt of the Agent to the Airline, to denote the necessity for the Agent to pay a Penalty to the Airline.
ADM Policy	Means the regulation to govern the agent network operation, including the list of possible non-compliances (terms and conditions of carriage, booking and/or sales procedures), with Penalties and settlement procedure established.
Billing and Settlement Plan (BSP)	Means the settlement system to simplify the process of issuing air tickets, preparing the sales reports, and performing settlements in relation to the Agents' services to the Airline.
BSP Reporting Calendar	Means the BSP Reporting Periods and Payment Dates Calendar attached as Annex 1 to the IATA BSP Manual for Agents. Chapter 14. Local Procedures.
BSPlink	Means the electronic Web system established on behalf of and managed by IATA to ensure agents' and airlines' access to and exchange of the information of their respective relations in the BSP.
Voiding	Means voiding of an air ticket issued.
IATA	Means the International Air Transport Association
IATA Local territory	Means the Branch Office of the International Air Transport Association (IATA) which operates in Local territory.
Message	Means a message sent to BSP Agents via email when the Airline has opened to such Agent the access to the Airline's information systems relating to operations in the BSP Agents of All Countries (excluding Russia) to confirm that the Agent has read and understood all the “Nord Wind” regulations on ticket sales.
FME	Means a force majeure event.
Reporting Period	Means a ten-day period of any calendar month.
Passenger	Means any person, except for crewmembers, who is or should be carried under the air carriage contract (Standard Traffic Documents).
Airline	Means LLC “Nord Wind” which carries passengers by air on the basis of Standard Traffic Documents and participates in the BSP.

Standard Traffic Documents (STD)	Means IATA Standard Traffic Documents to confirm execution of the air carriage contract in relation to passengers, baggage and other services ancillary to air transport: <ul style="list-style-type: none"> - Electronic forms of IATA STDs - Electronic passenger tickets and baggage receipts (the “E-Ticket”), - Electronic Miscellaneous Documents (EMD),
Card (debit card, credit card, other card)	Means a personal payment document issued by a certain payment system to provide the access to the cardholder’s account and be accepted as electronic payment for goods and services, and receive cash at bank branches or ATMs.
Sales Point	Means the Agent’s division other than an independent legal entity, to perform booking, issuing and selling of passenger tickets under the Agency Agreement; such division located at the Agent’s place of business or otherwise.
Passive Booking	Means the booking for the purpose of air ticket issuing in a Booking System other than that used for the real booking. Passive Booking is a copy of the real booking and should be voided after the ticket is issued.
Passenger Name Record (PNR)	Means passenger’s name record in a Booking System.
Reservation Booking Designator (RBD)	Means the letter booking code.
IER	Means the Intrinsic Error Register
BSP Manual	Or BSP Manual for Agents. Means the manual detailed in Annex I to Resolution 850 (Billing and Settlement Plan) and containing rules and procedures for Agents operating in the BSP.
Booking System	Means the Global Distributive System (GDS) or Automated Booking System (ASB) which collects, stores, processes and/or distributes information through computer kiosks or other devices to handle air or ground transport, accommodation and other tourist services offered by touring providers; enables touring operators and other entities to book or confirm the use, or inquire information about services and/or process transactions to obtain or use the services. The GDS\ABS includes, without limitation, systems managed by Amadeus, Sirena Travel ZAO, and other systems offering the multi-provider base to touring operators and other entities.
BSP Local territory	Means the method of providing and issuing Standard Traffic Documents and other accountable forms and accounting for the issuance of these documents between the Airline and Agent, as described in the Passenger Sales Agency Rules and IATA Resolution 850.
Interline Agreement	Means the agreement between Airlines to recognize each other's Standard Traffic Documents.
Notice	Means any information issued by LLC “NORD WIND” under the corporate letterhead and signed by the Airline’s authorized official. The Notice describes the Agent’s access to the Airline’s information systems within the BSP Agents of All Countries (excluding Russia) frame and the Agent Fees

by levels. The Notice is stored at the official website of LLC “NORD WIND”: www.nordwindairlines.ru.

Financial Security	Financial Security for the Passenger Tickets Sold under IATA STD means the method to ensure that the Agent complies with its obligations under the Agency Agreement, in the form of the industry bank guarantee issued in favor of IATA.
Fictitious Booking	Means booking of a seat without the intent to enter into the air carriage contract resulting from such booking, with the passenger specified therein.
Fictitious Passenger	Means a Passenger whose identity is unreal, either in full or by more than one item (i.e. surname or name or birthdate or passport number, etc.)
Fictitious Ticket Number	Means a ticket number generated by the Agent or third party upon the Agent's request (as a result of the Agent's act or omission) rather than by the Booking System (the Airline) in accordance with the established procedure.
Fictitious OK Status	Means the booking status confirming that the seat at a certain flight is assigned to a certain passenger by the Agent or third party upon the Agent's request (as a result of the Agent's act or omission) rather than by the Booking System (the Airline) in accordance with the established procedure.

1. Introduction

This Manual regulates sales and issuance of air tickets to Nord Wind flights by Agents using the BSP Agents of All Countries (excluding Russia).

2. General

- 2.1. The Agent offers, in the name and at the cost of the Airline, services of passenger booking and ticket issuing and selling to scheduled flights performed by the Airline and flights performed by other air operators, under the IATA STD in accordance with the Airline's applicable fares and fees, rules and regulations and regulations of other air operators. The Agent may also sell ancillary services relating to air traffic. The Agent shall not have the right to issue passenger tickets on the basis of STDs to flights of any air operator which does not have the Interline Agreement with the Airline.
- 2.2. This Manual shall not be applied to settlements under charter agreement or any other agreements between the Agent and Airline.
- 2.3. Standard Traffic Documents shall be issued by the Agent in accordance with the Airline's regulations, with actual booking status and within the terms established by the applicable Fare Regulation or the Airline, at accredited IATA Sales Points. The Airline shall be entitled to check such Sales Points.
- 2.4. The Agent's authorities are determined by the Airline in the Agency Agreement and this Manual.
- 2.5. The Airline supervises the issuance by the Agent of IATA STDs. Upon the Airline's request, the Agent shall deliver operational documents and information including, without limitation, copies of constitutional documents (i.e. Articles and Association, etc.), copy of the company registration certificate (record in the Unified State Register), excerpt from the Unified State Register, financial statements, and confirmation of authorities of the person who signed the Agency Agreement. In the case when the Agent uses the simplified taxation system, the Agent shall submit to the Airline a copy of the Simplified Taxation Notice certified by the Agent's corporate seal.

- 2.6. The Agent shall not be entitled to represent itself as the General Sales Agent or use any other marks which may cause the Agent or Sales Point be perceived as the Airline or its branch/representative office.
- 2.7. Under the Agency Agreement, the Agent shall book seats and issue and sell tickets in accordance with the fares and fees established by the Airline or any other confidential rates determined by a separate agreement(s).
- 2.8. When a passenger pays for the ticket by a plastic card, the Agent shall act in accordance with the direct acquiring agreement between the Agent and the bank.
- 2.9. The Agent shall have the right to issue tickets to flights open for electronic sale, as E-Tickets.
- 2.10. The Agent shall inform passengers, in return of the personal signature on the printed itinerary receipt of the e-ticket, of the Airline's fare regulations, refund procedure, other terms and conditions of air traffic contract and confirmation documents, and amendments caused by flights cancelled or delayed by the Airline. The Agent shall comply with the requirements of Chapter 7 hereof, otherwise the Agent shall reimburse all the Airline's costs and expenses resulting from a failure to timely inform the Passengers on changes in the Airline's flight schedule or departure gate.
- 2.11. The Agent shall notify the Airline on all the Passengers' requests which may be used to increase the efficiency and quality of services.
- 2.12. To book seats and sell air tickets, the Agent shall have the right to use the Booking Systems approved by IATA. The Agent shall perform the booking and selling in accordance with requirements of Chapter 7 hereof.
- 2.13. The procedure for interactions between the Agent and the Airline in relation to access to the Airline's information systems is detailed at the Airline's website: www.nordwindairlines.ru
- 2.14. The Agent shall use trademarks and corporate name of LLC "NORD WIND" in compliance with the corporate style of LLC "NORD WIND". The Agent shall agree all designs containing trademarks and corporate name of the Airline with and request the brand regulation at: marketing@nordwindairlines.ru . In the case when the Airline reveals any non-compliances with the above, the Airline shall reserve the right to recover applicable Penalties from the Agent.
- 2.15. If a Party changes its address (place of business or postal address), bank details or shipping address, such Party shall, within 5 business days, notify the other Party thereof and shall be liable for any consequences resulting from the other Party not having been notified and, if notified, the changes come into effect as soon as received by the other Party.

3. Opening/Closing the Access to Carrier's Systems

- 3.1. The Airline opens to the Agent the access to the Airline's information systems under the following conditions:
 - The sufficient Financial Security is issued in favor of IATA;
 - The Agent sent the request in accordance with the Airline's requirements as specified in the Information System Access Application.
- 3.2. The Information System Access Application serves as a public offer for both Agent and Airline.
- 3.3. To be capable of issuing Traffic Documents to the Airline's scheduled flights, the Agent shall not have any outstanding debts against the Airline arising out of sums due to the Airline for sales of its scheduled, blocked or charter passenger flights and cargo flights, including claims, penalties and fees, if any.

- 3.4. The Agent shall provide the Financial Security in the form of the industry bank guarantee in favor of IATA; such bank guarantee being unconditional and irrevocable, with the pre-determined sum secured in the amount of at least the minimum limit established by IATA. Bank guarantees shall be used as the Financial Security for the Airline's scheduled flights (excluding charter and other flights performed by the Airline under separate agreements with the Agent).
- 3.5. IATA determines for the Agent the minimum limit of the Financial Security and approved banks and provides the Agent with the standard bank guarantee wording, as established by IATA. IATA also determines the interval to calculate the minimum limit of the Financial Security.
- 3.6. IATA supervises the timeliness, accuracy and sufficiency of the Financial Security provided.
- 3.7. The original bank guarantee is stored by IATA.
- 3.8. When opening for the Agent the access to the Airline's information systems, the Airline delivers the Notice to the Agent's email specified in the Agent's Information System Access Application.
- 3.9. The Agent shall be responsible for proper protection of the communication channels and equipment used to access the Booking Systems, as well as the Booking Systems access codes, against any accidental or deliberate unauthorized intervention with the process of issuing e-tickets. The Airline determines the related penalties and compensation procedure in its ADM Policy.
- 3.10. The Airline shall have the right to close, at its sole discretion, the Agent's access to the Airline's Booking Systems at any time, including upon occurrence of any of the following:
 - The Agent failed to comply with the Agency Agreement, the Airline's Manuals, Guides, Traffic Rules, Fare Regulations or other regulations accessible through the Airline's website,
 - The Agent failed to maintain sales of passenger tickets to the Airline's flights.
- 3.11. When the Airline closed the Agent's access to the Airline's information systems, the Agent shall stop the seat booking and ticket issuing and selling in relation to the Airline's scheduled flights and pay all sums due to the Airline.

4. Sales Settlements, Reports, and Refunds

- 4.1. All sums receipted by the Agent for the Airline's flights sold, including taxes and levies and ancillary services of the Airline, shall be deemed the Airline's property due to remittance by the Agent to the Airline.
- 4.2. The Agent shall remit all sums received for tickets to the Airline's flights sold, less of the Agent Fee due, to the bank account of IATA which controls timeliness and sufficiency of the sums remitted.
- 4.3. For the Agent's services ancillary to the ticket issuing (i.e. informational, consulting, servicing, etc.), the Agent manages the settlements with Passengers by itself and at its name, and shall notify the Passenger, in accordance with the Agent's established procedure, that such services are rendered by the Agent itself. In this case, the Agent shall be deemed the owner of the monies received for ancillary services rendered.
- 4.4. For all settlements between the Agent and Airline, the contract currency shall be EUR.
- 4.5. When selling tickets with their fares established in a currency other than EUR, the Agent shall remit the received sums in EUR converted from such other currency at the exchange rate

established by the IATA and published in the Booking Systems as of the issuance date of the Standard Traffic Documents.

- 4.6. The Agent shall remit all proceeds from the passenger tickets sold within the terms determined by the BSP Reporting Calendar.
- 4.7. The Agent prepares the sales report in the electronic form to be accessed through BSPLink website in the terms established in the BSP Reporting Calendar. The payment procedure and terms to remit sums received for sales of the Airline's flights are specified in the BSP Manual. The Airline checks reporting documents submitted by IATA at BSPLink, within nine (9) months after the receipt of such reporting documents.
- 4.8. In case of refunding to Passengers, the Agent shall act in accordance with the Airline's fare regulations and other written instructions.
- 4.9. If a refund cannot be handled by the Agent through the Booking System or is not present in the Booking System due to the engineering or other reason, the Agent shall not make such refund unless authorized by the Airline in the Refund Application, as determined by IATA.
- 4.10. Settlements between the Agent and Booking Systems for the use of the Airline's information systems are performed in accordance with separate agreements between the Agent and Booking Systems.
- 4.11. If the Agent's access to the Airline's information system is closed:
 - The Agent shall have the right to refund tickets issued in the BSP frame, provided it is technically possible and the Agent issues the Airline's Traffic Documents;
 - With the Airline's approval, the Agent makes refunds in accordance with Article 4.9 hereof.

4.12. Claim Procedure:

- 4.12.1. In the case of non-compliances with the settlement procedure specified herein, the Airline delivers to the Agent the written notice in the electronic form of ADM via BSPLink, in the English language.
 - If the Agent believes the Airline's ADM unreasonable, the Agent shall substantiate its reasoning with proper confirmations, including, without limitation:
 - If the ADM arises out of an incorrect ticket price in the GDS, the Agent needs to submit the booking data and ticket price, with the fare established as of the issue date.
 - If the ADM arises out of the absence of documents to confirm the passenger's eligibility to a special price and/or involuntary refund/exchange, the Agent needs to submit the accompanying documents as specified in the ADM (passenger's application, passport copy, and copy of the ticket refund receipt).
 - To prevent issuing of ADMs due to non-confirmed involuntary returns, the Agent needs to manage refund transactions through the Refund Application master in BSPLink, with scanned copies of the accompanying documents attached.
 - To prevent issuing of ADMs due to non-confirmed involuntary exchanges, the Agent needs to send all scanned copies of traffic documents and accompanying documents to: ofv@nordwindairlines.ru within one business day after the involuntary exchange. The email subject should be as follows:

"BSPDE_XXXXXXXX_DMMYY_INVEX_TCTNBR, "

where:

BSPDE means the two-letter code of a BSP country (DE-Germany)

XXXXXXXX means the eight-digit number (as determined by IATA) of the sales office that handles the involuntary exchange

DDMMYY means the reporting period

INVEX denotes the involuntary exchange

TCTNBR means the number of the air ticket exchanged involuntarily.

4.12.2. The Airline or the Agent shall have the right to submit settlement claims to the Agent or the Airline respectively, within 9 months after the beginning of the related air carriage.

4.12.3. All settlements and messages in relation to claims shall be remitted and sent in the terms specified in the BSP Manual.

4.12.4. The Agent shall not issue any ACMs/ADMs at its discretion.

4.12.5. When the Agent finds an intrinsic error, the Agent shall:

- Deliver the Intrinsic Error Register in the form established by the Airline, to its income accounting department, together with the cover letter and under the outgoing number assigned: ofv@nordwindairlines.ru .

The email subject should be as follows:

“BSPDE_XXXXXXXX_ADMREQUEST/ACMREQUEST,”

where:

BSPDE means the two-letter code of a BSP country (DE-Germany)

XXXXXXXX means the eight-digit number (as determined by IATA) of the sales office that requested the calculation amendments.

ADMREQUEST denotes the ADM request.

ACMREQUEST denotes the ACM request

The Agent shall have the right to deliver the Intrinsic Error Register to the Airline within 9 months after the beginning of the related air carriage;

- The cover letter shall explain the calculation amendments. The Airline will not accept any Intrinsic Error Registers without the cover letter;
- The income accounting department shall review the Intrinsic Error Register within one month after its receipt and either issue the ACM/ADM or submit its refusal to the Agent;
- The procedure to include the ACM/ADM into the BSP report is established by the BSP Manual.

5. Agent Fees

5.1. As payment for services provided by the Agent to the Airline in accordance with the Agency Agreement, the Airline determines the basic Agent Fee and/or other commissions. All the Agent's expenses incurred in the course of rendering the services specified in the Agency Agreement shall be included into the Agent Fee, as specified in Annex 1 to the Notice and/or other remunerations determined otherwise.

5.2. As payment for services provided by the Agent to the Airline in accordance with the Agency Agreement, the Airline determines the basic Agent Fee and/or other commissions. All the Agent's expenses incurred in the course of rendering the services specified in the Agency Agreement shall be included into the Agent Fee, as specified in Annex 1 to the Notice and/or other commissions determined otherwise.

Commissions are determined by the Airline in writing and delivered to the Agent via the message in BSPlink managed by IATA or via the Agent's email specified in the Agent's Access Application or via the Airline's website: www.nordwindairlines.ru.

- 5.3. The Airline shall have the right to change, at its sole discretion, the basic Agent Fee, by notifying the Agent in writing via BSPlink IATA in accordance with Article 11.2 hereof.

6. Penalty

- 6.1 The list of the Agent's possible non-compliances, Fees and Penalty application procedures are stored at the Airline's website: www.nordwindairlines.ru, section ADM Policy.

7. Agent's Operation in Booking Systems

- 7.1. Seat booking and ticket issuing, exchanging and refunding, as well as discounting shall be performed by the Agent in compliance with the applicable fare regulations.
- 7.2. The Agent shall not determine the Time LIMIT in the PNR, while failing to comply with the booking procedure.
- 7.3. The Agent shall not make any fictitious, testing or multi bookings without the subsequent ticket issuance.
- 7.4. It is forbidden to use the "Long Sell" request to get seats from the Carrier's host system for flights (including under a code-share agreement) that are absent in GDS.
- 7.5. In the case of transfers or connections, the Agent shall use a single PNR and consider the minimum connection time.
- 7.6. The Agent shall not issue air tickets with the SSR not confirmed.
- 7.7. When booking for a codeshare flight (where N4 is a marketing partner), prior to the ticket issue, the Agent shall close the PNR and wait for the air operator's confirmation and only then issue the ticket.
- 7.8. It is forbidden to make duplicate bookings or multi bookings for a single flight and a single passenger.
- 7.9. It is forbidden to issue duplicate tickets under a single booking for a single passenger.
- 7.10. It is forbidden to make multi bookings, i.e. more than three (3) times in a row within two (2) hours for a single flight without the subsequent ticket issuance within three (3) days.
- 7.11. It is forbidden to enter into PNRs any fictitious ticket numbers.
- 7.12. It is forbidden to make bookings in conflict with the minimum connection time.
- 7.13. The Agent shall complete the preliminary booking and sale process in two (2) hours.
- 7.14. It is forbidden to make entries in PNRs without the domestic passport data specified.
- 7.15. The Agent shall enter the number of the passenger's identity document into the PNR in the format required by the GDS.
- 7.16. The Agent shall enter the passenger's contacts and phone(s) into the PNR.
- 7.17. The Agent shall cancel the booking when the passenger refused from the carriage or when the carriage conditions changed (if the air ticket is returned or re-issued).
- 7.18. The Agent shall have the right to void the air ticket until 12-00 p.m. of the ticket issue day when the traffic document was issued in two or more days prior to the departure, otherwise the ticket will be refunded in accordance with the Fare rules.

- 7.19. The Agent shall have the right to void the air ticket within one hour after its issue on the departure date or for a flight with the departure date on the next day, otherwise the ticket will be refunded in accordance with the Fare rules.
- 7.20. The Agent shall cancel the booking relating to the void ticket within one hour, without the ticket re-issue.
- 7.21. It is forbidden to use passive segments unsuitable for ticket issue or reissue.
- 7.22. The Penalty for exchange/refund is charged and executed as the EMD/ CP (cancellation penalty).
- 7.23. Fares may not be combined, unless under a single brand, regardless of the branding code (RBD).
- 7.24. The Agent shall not decrease fares in any changeable segment.
- 7.25. When reissuing a ticket, the additional fare, taxes and levies, if any, shall be recalculated in accordance with the exchange rate established as of the reissue date.
- 7.26. The Agent shall not change any itinerary.
- 7.27. The Agent shall not make any reissue and revalidation without the Airline's written consent.
- 7.28. The YR tax shall be either refunded or not, as determined by the fare regulation.
- 7.29. Involuntary refunds shall be managed in the GDS, provided Airline made the flight cancellation or delay remark in the PNR.
- 7.30. Refunds requiring medical opinions or other documents or not subject to the GDS due to the technical or other reasons shall be handled in BSPlink through the Refund Application.

8. Agent's Liabilities

- 8.1. The Agent shall bear all the responsibilities arising out its acts/omissions in the Booking System, as performed under the Agent's access codes received from the Airline, including the access codes received electronically via the Airline's personal account in the Booking System.
- 8.2. The Agent shall compensate to the Airline its loss and expense incurred as a result of a certain loss or damage incurred by a third party or to such third party's property in connection with the Agent's failure to comply with the Agency Agreement, negligent act, omission, deliberate act or incorrect representation on the part of the Agent, its officer, employee or servant.
- 8.3. The Agent shall compensate to the Airline its loss and expense incurred as a result of improper use, loss, theft or falsification of the Standard Traffic Documents received by the Agent in accordance with the Agency Agreement.
- 8.4. The Agent shall compensate to the Airline its loss and expense incurred as a result of bankruptcy of a third party which purchased the Standard Traffic Document or of the Agent's bank.
- 8.5. The Agent shall compensate to the Airline its loss and expense incurred as a result of the Agent's failure to comply with the Airline's fare regulations, manuals, guides, or other regulations.
- 8.6. The Agent shall compensate to the Airline its loss and expense incurred as a result of the Agent's failure to comply with the Airline's fare regulations, manuals, guides, or other regulations, IATA rules, or a failure to comply or improper compliance with the Agency Agreement, and the Agent shall pay to the Airline the related Penalty(s) and fees, as determined by the ADM Policy.
- 8.7. The Agent shall take all reasonable steps to protect communication channels and equipment used for issuance of e-tickets, from possible fraud, including sales via the Agent's website.

- 8.8. If the Agency Agreement is ceased or terminated, this shall not relieve the Agent from its obligation to compensate to the Airline any losses and pay Penalty and fees specified in the Agency Agreement, this Manual and ADM Policy.

9. **Force Majeure**

- 9.1. The Agent shall not be held liable for non-compliance with its obligations under the Agency Agreement within the stated terms, if such non-compliance resulted from a force majeure event (FME), i.e. unpredictable and unforeseen event or circumstance arising within the term of the Agency Agreement and lying beyond the control and foreseeing of the affected Agent (including floods, earthquakes, volcano eruptions or other acts of God, wars and warlike actions, blockades, import or export bans, or change of law). Fires and strikes are deemed to be the FME, if caused by another reason than a deliberate and/or careless act/omission of the Agent and/or its controlled parties (such as employees, contractors, consultants, etc.). Failures/cessations in the performance of hardware and/or software used by the Agent, damage to communication line and/or equipment shall not be deemed the FME, unless caused by an act of nature and/or industry other than a deliberate and/or careless act/omission of the Agent and/or a third party.
- 9.2. The Agent shall, promptly and within three (3) calendar days after the FME occurrence, notify the Airline in writing on such FME occurrence and expected duration, and assess the influence onto the Agent's performance under the Agency Agreement, including the performance terms, except for cases when such notice is impossible due to such FME. As soon as a FME ceases, the Agent shall, within the term stated above, notify the Airline thereof and specify the expected term to perform its obligations under the Agency Agreement.
- 9.3. When the Agent failed to timely notify the Airline of a FME occurrence, this deprives the Agent of the right to be relieved from its performance under the Agency Agreement.
- 9.4. Upon the Airline's request, the Agent shall submit the official FME confirmation issued by a competent governmental authority.
- 9.5. A FME occurrence extends the Agent's performance term under the Agency Agreement by the period of such FME duration and a reasonable term to eliminate the consequences thereof, if not agreed otherwise by the Airline.
- 9.6. If a FME and its consequences continue for more than two (2) months, the Airline shall have the right to close the Agent's access to its booking systems and send to the IATA the notice on terminating the Agency Agreement without the need to render the case to a court.

10. **Dispute Settlement**

- 10.1. For any and all disputes arising out of the Agency Agreement, the Airline's Manuals, Procedures, Traffic Rules, Fare Regulations or other regulations, the Parties intend to solve such disputes through amicable negotiations.
- 10.2. If the Parties failed to reach an agreement through amicable negotiations for a certain dispute as specified in Article 10.1 above, the Parties shall settle such dispute through the common claim procedure.
- 10.3. Claims shall be submitted in writing and contain a reasoned request of the claimant.
- 10.4. Claims are sent to the addressee's location via registered mail, return receipt requested. The Airline shall have the right to send to the Agent its claims via email to the Agent's address.
- 10.5. The Parties agree and acknowledge that the claims sent in accordance with Article 10.4 above are deemed to be official and properly sent. The effective date of a claim shall be the sending date recorded in the electronic mail system used by the Airline.

- 10.6. If a claimant received the refusal to satisfy its claim or did not receive any response in 30 calendar days after the effective date of the claim, the claimant shall have the right to render the claim of all disputes, differences and claims arising out of or in connection with the present Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

11. Miscellaneous

- 11.1. The Agent shall not have the right to assign its rights and/or obligations under the Agency Agreement to a third party(ies) without the Airline's written consent.
- 11.2. 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 such message shall be deemed delivered to the Agent on the date of such publication on the Airline's official website.
- 11.3. When the Agent submits the application published on the Airline's official website www.nordwindairlines.ru, such submission confirms that the Agent is aware of:
- Criteria for Accredited IATA Agents;
 - Notices to Agents participating in the BSP and Annex thereto (Agent Commission);
 - ADM Policy of LLC "NORD WIND";
 - Agent's procedures specified in Chapter 7 hereof;
 - Other regulations in relation to sale of air tickets, as published on the Airline's website www.nordwindairlines.ru or sent to the Agent.
- 11.4. The Airline shall have the right to change, at its sole discretion, this Manual and minimum sales of the Airlines' flights to be complied with by the Agent, by notifying the Agent through the Airline's official website www.nordwindairlines.ru, such changes come into effect as soon as published on such website.
- 11.5. This Manual is integral part of the Agency Agreement. The Agent's selling of the Airline's flights means that the Agent has agreed with all the terms and conditions relating to the flights and the Agent's liabilities in case of non-compliances with this Manual or other rules or regulations or procedures of the Airline and the Agent hereby unconditionally agrees with all provisions hereof.