

Moscow

201\_\_

Navigator Ltd., hereinafter referred to as "the Agent", represented by \_\_\_\_\_, acting on the grounds of Power of Attorney No. \_\_\_\_\_ of \_\_\_\_\_ 201\_\_ on the one hand, and

\_\_\_\_\_, hereinafter referred to as "the Principal", on the other hand, hereinafter jointly referred to as "the Parties", entered into the present agreement (hereinafter "the Agreement") for the following:

**1. Subject of the Agreement**

1.1. Under the present Agreement, the Principal commissions, and the Agent undertakes to perform on behalf and at the expense of the Principal actions for processing data, sorting documents received from the Principal, recording in the information system data provided by the Principal, for obtaining visas for tourist and other trips (hereinafter "the Documents"), delivery of the documents to / from the New Zealand Embassy in Moscow (hereinafter "the Consulate"), payment of the Consular Fee to the Consulate (if necessary) on the conditions of the present Agreement. The Principal, in its turn, undertakes to pay to the Agent a fee for execution of the commission in the amount determined by the present Agreement.

1.2. The Principal submitted the Documents of the following private individuals (hereinafter "Applicants").

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**2. Settlements under the Agreement**

2.1. For execution of a commission (paragraph 1.1.), the Principal shall pay to the Agent an Agency Fee in the amount set forth by the Consulate \_\_\_\_\_ rubles including VAT at 18% for each set of Documents, the total amount of Agency Fee is \_\_\_\_\_ rubles including VAT at 18%.

2.2. On top of the Agency Fee (paragraph 2.1.), the Principal provides the Agent with monetary funds for payment of the Consular Fee for each set of Documents in the amount depending on the type of visa and citizenship of the Applicant. The amount of the Consular Fee set forth by the Consulate in rubles at the following rate:

**2. Settlements under the Agreement**

2.1. For execution of a commission (paragraph 1.1.), the Principal shall pay to the Agent an Agency Fee in the amount set forth by the Consulate \_\_\_\_\_ rubles including VAT at 18% for each set of Documents, the total amount of Agency Fee is \_\_\_\_\_ rubles including VAT at 18%.

2.2. On top of the Agency Fee (paragraph 2.1.), the Principal provides the Agent with monetary funds for payment of the Consular Fee for each set of Documents in the amount depending on the type of visa and citizenship of the Applicant. The amount of the Consular Fee set forth by the Consulate in rubles at the following rate:

	Наименование Консульского сбора/ Description of the Consular Fees	Стоимость за 1 консульский сбор в руб./ Amount of 1 Consular Fee, rubles	Количество Консульских сборов, шт./ Quantity of the Consular Fees, pcs.	Стоимость консульских сборов в руб./ Total amount of the Consular Fees in

Translation of IV, Russian version to be completed

				rubles
1.	Виза временного пребывания (туризм, посещение родных, бизнес) / Visitor Visa			
2.	Групповая виза / Group visa			
3.	Рабочая виза для резидента (спорт, искусство, культура, долгосрочное получение навыков, аккредитованный работодатель) / Work Visa (Accredited Employer, Talent Policy - Arts, Culture and Sports, Long Term Skill Shortage List Occupation)			
4.	Партнерская виза / Work Visa / Partnership			
5.	Виза резидента / Resident Visa			
6.	Рабочая виза / Work Visa (All other categories)			
7.	Виза сотрудника рыболовного судна / Crew of foreign fishing vessel			
8.	Транзитная виза / Transit Visa			
9.	Разрешение на учебу / Student Visa			
10.	Переклейка визы / Visa Transfer			
11.	Пересмотр дела / Reconsideration			
12.	-			

2.3. The amount of the Consular Fees and the Agency Fee shall be paid by the Principal in full prior to the execution of the commission by the Agent in accordance to 2.1., 2.2. hereof, to the bank account and in the amount specified on the website in accordance with 4.2. hereof.

2.4. Should the Consulate deny an Applicant a visa, the amounts of the Agency Fee and Consulate Fee shall not be repaid by the Agent to the Principal, regardless of the reasons for such denial.

2.5. In the case if the Principal cancels the commission to the Agent, the amount of the Consular Fee may be returned to the Principal only in the case if the Agent did not submit the Documents to the Consulate.

### 3. Rights and obligations of the Parties

3.1. Under the present Agreement, the Agent undertakes:

3.1.1. To accept from the Principal the Documents sent by courier service, in compliance with the conditions stated on the website, in accordance with paragraph 4.2. hereof.

3.1.2. To submit the Documents to the Consulate, subject to full performance by the Principal of its obligations hereunder.

3.1.3. To collect the Documents from the Consulate and, under the Principal's instruction, arrange the Documents delivery to the Principal by courier service, unless stipulated otherwise by the present Agreement.

3.1.4. Upon the execution of this Agreement, the Principal shall confirm his consent and his awareness of the Documents receipt rules as well as warrant the consent of the persons listed in clause 1.2 hereof with the information specified in this paragraph.

3.1.5. The Principal shall independently, by its own effort and at its own account, gather the necessary set of Documents for delivery to the Agent in accordance with paragraphs 4.2 and 4.3 of the present Agreement. At the same time, the Principal undertakes to timely provide the Agent with reliable and sufficient information and documents necessary for the performance of the present Agreement by the Agent, verify the validity of Applicants' foreign passports, confirm payment of the Consular Fee and the Agency Fee. The list of documents to be provided by the Principal and requirements therefor, bank details for payment of the Consular Fee and the Agency Fee, the Agent's address for delivery of the Documents, as well as the procedure of interaction with the courier service is posted on the website in accordance with paragraph 4.2. of the present Agreement. The Principal also undertakes, without limitation, to timely and in full inform the Applicants of benefits / material conditions of the present Agreement, and provide relevant documents and other information, including information related to the foreign passport. The responsibility for provision of such information to the Applicants shall be imposed on the Principal.

3.1.6. The Principal undertakes to inform the Applicants of all material conditions of performance of the present Agreement. In case of any adverse consequences for the Applicants resulting from the Principal's failure to perform this paragraph of the Agreement, the Principal shall be liable to the Applicants under obligations resulting from the present Agreement.

3.1.7. The Agent undertakes to submit to the Principal, under each Appendix hereto, a report on execution of the commission, no later than the date of delivery to the Principal of the Documents received from the Consulate by the Agent. Should the Principal have any objections to the Agent's report, the former shall have to impart its reasoned objections in writing within 2 (two) calendar days upon the receipt of the report. If the Agent receives no objections within the said period, the report shall be deemed accepted by the Principal. At the same time, the Principal guarantees, towards the fulfilment of the conditions of the present paragraph, legitimate legal status of the Principal, as well as third parties, if necessary (including, without limitation, the authority to sign reports on commission executed by the Agent in pursuance of the present Agreement). The Principal shall not be allowed to refer to lack of information as a justification of its position in the case of any adverse consequences within the framework of the performance of the present paragraph, as per paragraph 5.5 hereof. The Agent is also entitled to send the Principal a report on the execution of the commission to the Principal's email stated in the contact details of the present Agreement. In such case, the date of receipt of the report by the Principal shall be the date of its sending by the Agent.

*3.2. Under the present Agreement, the Principal undertakes:*

3.2.1. To pay the Agency Fee and the Consular Fee to the Agent and other payments, in compliance with the procedure detailed on the website referred to in paragraph 4.2. of the present Agreement, in full amount, just before the date of the Documents delivery to the Agent. The Principal shall transfer the Consular Fee and the Agency Fee electronically by separate payments. The payments shall be made for each application separately for each Applicant. The Principal's obligations for payment of the amounts stated in paragraph 3.2.1. hereof shall be deemed fulfilled from the point of crediting the Agent's settlement account. The Principal shall be liable for making proper payments, including calculation of due amounts, and shall bear sole liability for timely transfer of the said amounts to the Agent.

3.2.1.1. If necessary, to deposit funds for payment of the Agent's additional expenses associated with execution of the commission by the Agent, in compliance with the procedure set forth by the present Agreement, by virtue of paragraph of 1 Article 1005 of the RF Civil Code. The Agent's report shall be sufficient proof of the Agent's expenses.

3.2.2. To deliver to the Agent the documents at a time, before the Agent starts execution of the relevant commission. In exceptional cases, the Principal may submit any missing documents after the execution of this Agreement within the term approved by the Parties in writing.

3.2.3. The Principal guarantees the receipt of the Documents from the Agent within a period not to exceed 30 calendar days upon their collection by the latter from the Consulate in accordance with paragraph 4.2. hereof. The responsibility for obtaining information, including (without limitation) information on the documents readiness status shall be imposed on the Principal, and the latter shall not be entitled to refer to lack of information to justify its position in case of any adverse consequences resulting from the Principal's failure to comply with this provision of the Agreement.

3.2.3.1. In the case of the Principal's failure to fulfil the obligation stipulated by paragraph 3.2.3. of the Agreement, the Agent shall have the right, but is not obliged, if necessary, to deliver the Documents to the Consulate or to RF Home Affairs bodies (including without limitation the Federal Migration Service of the RF) at the location of the Agent or its standalone subdivision. Under such circumstances, in the case of expiration of the period indicated in paragraph 3.2.10 of the Agreement, which entailed the Agent's delivery of the Documents to the Consulate or to RF Home Affairs bodies (including without limitation the Federal Migration Service of the RF) at the location of the Agent or its standalone subdivision for the reason of the Principal's failure to fulfil the obligation, including without limitation obligations stipulated by paragraphs 3.2.3 and 5.5 hereof, the Parties agree to consider the Agent's obligations hereunder to be duly performed, and it shall be the responsibility of the Principal to independently, by its own effort and at its own expense, to perform necessary acts to do with the subject of the present Agreement, including receipt of the Documents from the organisations mentioned above. In any case, the Parties agree, within the framework of paragraphs 3.2.3 and 3.2.3.1 hereof, to deem the Agent's obligations duly performed from the point of expiration of the period indicated in paragraph 3.2.3. of the Agreement. Signing the present Agreement, the Principal confirms its familiarization and subsequent consent with it, and, if necessary, the consent of the Applicants (third parties) with information stated in it, including without limitation paragraphs 3.2.3 and 3.2.3.1 hereof.

3.2.4. To execute and if necessary grant to its own representative, as well as the Agent, a power of attorney for representation of the Applicants' interests, as per paragraph 4.4. hereof. The responsibility for provision of all the relevant documents stated in the present paragraph shall be imposed on the Principal.

#### **4. Procedure of obtaining a visa**

4.1. The Principal is notified and agrees with the following:

4.1.1. The Agent shall not be liable for the Consulate delay in provision of a visa or a visa denial, as well as for the content of the visa (details contained in the visa form).

4.1.2. In certain cases, the Consulate may hand over the relevant Documents directly to the Principal or the Applicant, bypassing the Agent. In this case, the Agent shall not bear responsibility for loss of or damage to the Documents.

4.1.3. In compliance with Federal Law "On Personal Data" No. 152-FZ of 27 July 2006, the Principal gives consent for processing of personal data, and if applicable, guarantees that it has the consent for processing of personal data of the Applicants. Control over the performance of the present provision (including, without limitation, compliance with the Law No. 152-FZ of 27 July 2006 "On Personal Data") shall be imposed on the Principal, and the latter shall not be entitled to refer to lack of information to justify its position in case of any adverse consequences resulting from the Principal's failure to comply with this provision of the Agreement. Principal's and if necessary Applicants' personal data shall be processed by the Agent by way of their provision to third parties, inter alia, by way of provision for the purpose of obtaining a visa and to track the status of the documents in pursuance of the Agent's obligations hereunder.

4.2. The Principal shall independently, by its own effort and at its own account, gather the necessary set of Documents. Information on the procedure (including without limitation the list of Documents to be provided by the Principal), the time for granting visas, the status of the documents at the Consulate, information on their readiness, shall be obtained by the Principal from the website: [www.vfsglobal.com/newzealand/russia](http://www.vfsglobal.com/newzealand/russia)

4.3. The responsibility for obtaining information listed in paragraph 4.2. of the present Agreement, necessary for the Agent to perform its obligations hereunder, shall be imposed on the Principal. The latter shall not be entitled to refer to lack of any relevant documents or information to justify its position after the signing of the present Agreement. In the case of the Principal's failure to get the said information, or in the

case of receipt of incorrect information, the Parties agree to regard such circumstance as the Principal's failure to perform (improper performance) of the present Agreement, and the Principal shall bear liability stipulated by the legislation in force of the RF.

4.4. The Principal, acting in compliance with the procedure set forth by Article 185 of the RF Civil Code, hereby authorizes the Agent to conduct negotiations on its behalf or on behalf of the Applicants, to make payments hereunder on its behalf or on behalf of the Applicants, and also, if necessary, to receive monetary funds, documents or other property due and payable to it or to the Applicants, in particular, in the case of termination, cancellation or violation of the Agreement, for which purpose it grants the Agent the right to sign on behalf of the Principal, or on behalf of the Applicants, to submit applications on its own behalf or on behalf of the Applicants, to receive the relevant certificates and documents and perform other necessary acts related to this commission. The responsibility for providing the Agent with documents necessary for realization of the present paragraph of the Agreement is imposed on the Principal.

4.5. The Principal agrees and confirms that it is informed that utilization of the Agent's services is not mandatory. At the same time, the Principal and third parties shall have the right, but are not obliged, to submit the Documents directly to the Consulate on the conditions set forth by the latter.

4.6. The Principal shall have to carefully study the terms and conditions of the present Agreement and comply with them for the purpose of successful execution of the commission by the Agent. All potential losses and damages that may result from a failure to fulfil such conditions shall be incurred by the Principal.

4.7. Unless provided otherwise, non-receipt by the Agent to its bank account of the amount of the Consular Fees, the Agency Fee or other charges in the amount necessary for the performance of the commission shall be deemed as withdrawal of the Principal from the Agreement.

#### **5. Liability under the Agreement**

5.1. The Principal is informed by the Agent of the following: visa grant or denial is to the exclusive discretion of the Consulate, and the Agent shall not be liable for any delays by the Consulate in making the said decision. The Consulate reserves the right to request additional information and deny a visa.

5.2. The Agent shall be liable to the Principal for loss, shortage of or damage to any Documents held by it, in compliance with the RF legislation in force, from the point of obtaining the documents from the courier service to the point of transferring the documents to the courier service, unless stipulated otherwise by the present Agreement.

5.3. None of the Parties hereunder shall be liable to the other Party for failure to perform its obligations resulting from any circumstances that arose beyond the Parties' will or control and could not be reasonably foreseen or prevented.

5.4. The Agent shall not be liable for potential violations or acts beyond its competence, namely: time of visa granting by the Consulate, acts of the Consulate, customs and immigration authorities, loss, damage and delay in provision of the Documents resulting from the Consulate's failure to perform its obligation, a visa denial by the Consulate, in particular in the case when the Principal failed to provide the Consulate with a complete set of documents, as per paragraph 4.3 hereof.

5.5. The Principal guarantees to the Agent proper performance of the terms and conditions of the present Agreement, including, without limitation, sections 2, 3, and 4 hereof. The Principal also indemnifies the Agent and third parties from any harm or damage that might result from the Principal's failure to perform its obligations hereunder. The Principal's indemnification stated in the present paragraph is a guarantee, in compliance with the RF legislation in force, on the conditions of the Principal's subsidiary liability to the Agent and third parties.

5.6. The Agent shall have the right to unilaterally withdraw from the Agreement, if there are sufficient grounds to believe that the Principal has provided incorrect, incomplete or inconsistent information within the framework of the Documents delivered by it, or that there are other unfair practices on the part of the Principal.

## 6. Additional services

6.1. The Principal In order to receive the documents shall pay the cost of the courier delivery \_\_\_\_\_ rubles including VAT at 18% for each Applicant, the total amount is \_\_\_\_\_ rubles including VAT at 18%. The payment shall be made simultaneously with payment of the Consulate Fee and the Agency Fee. The return delivery address is indicated in the contract details hereof.

6.2. The Agent undertakes to arrange the Document delivery to the Principal engaging a courier service, for which purpose the Agent undertakes to hand over the documents to the courier service for subsequent dispatch to the Principal no later than one business day after the receipt of the Documents from the Consulate. The cost of delivery shall be paid at the courier service rate indicated on the website, as per paragraph 4.2. hereof.

6.3. The Principal shall bear full responsibility for reliability of contact details provided for the Agent's performance of the Agreement, including contact details stated in the relevant section of the present Agreement.

6.4. Signing the present Agreement, the Principal confirms its familiarization and subsequent consent with it, and, if necessary, the consent of the Applicants (third parties) with information stated in it, including without limitation paragraph 3.2.3 hereof.

6.5. In case of the absence of the Principal or its representative at the address indicated for return delivery, or under any other circumstances that make impossible the transfer of the Documents from the Agent to the Principal for any reasons beyond the Agent's control, the parties have agreed to deem the Agent's obligations hereunder duly performed.

6.6. The Principal, when using a courier service to deliver the documents to the Agent and for return delivery, shall be solely responsible for the actions of the courier service, as well as for potential adverse consequences related to any actions / failure to act, in particular, for preservation of the Documents and the time of their delivery to the Agent / the Principal. In case of any adverse consequences, the Principal undertakes to independently settle all potential claims with the courier service, without involving the Agent. The Principal shall be deemed to have passed the Documents to the Agent from the point of their receipt by the Agent from the courier service.

## 7. Term of the Agreement

7.1. This Agreement shall enter into effect from the moment of its execution by the Parties and shall remain in full force and effect until the complete fulfillment of obligations by the Parties hereunder.

## 8. Dispute resolution

8.1. All disputes and disagreements that may arise between the parties on matters not regulated in the text of the present Agreement shall be settled according to the legislation in force of the RF

## 9. Termination of the Agreement

9.1. The present Agreement shall be terminated on the grounds stipulated by the legislation in force of the RF.

## 10. Final provisions

10.1. All amendments or supplements to the present Agreement shall be valid, unless they are made in writing and signed by duly authorized representatives of the Parties.

10.2. All notices and communications hereunder shall have to be made by the parties in writing, unless stipulated otherwise by the present Agreement. Communications shall be deemed properly delivered if they are sent by registered letter or delivered personally at the legal (mailing) addresses of the Parties, with written acknowledgement of their receipt by the relevant officials.

10.3. The present Agreement is made in two counterparts in Russian and English of equal legal force, one for each of the parties. In case of the contradiction between Russian and English version of the present Agreement, the version in Russian will have the primary force.

10.4. In all other matters, not regulated by the present Agreement, the parties shall be governed by the legislation in force of the RF.

10.5. Signing the present Agreement, the Principal confirms its familiarization and subsequent consent with information stated in it (without limitation).

**The Agent:**

**Navigator Ltd.**

Shabolovka, 31, building 5, Moscow, 115162  
INN 7708704085; KPP 772501001  
settlement account 40702810000001441256  
with Reiffeisenbank JSC, Moscow  
correspondent account 30101810200000000700  
BIC 044525700

Подпись / Signature \_\_\_\_\_

**The Principal:**

Passport \_\_\_\_\_ No. \_\_\_\_\_ issued \_\_\_\_\_  
by \_\_\_\_\_ on \_\_\_\_\_  
tel. \_\_\_\_\_  
Email \_\_\_\_\_  
Address: \_\_\_\_\_  
Return delivery address (if different) \_\_\_\_\_

Подпись / Signature \_\_\_\_\_

Translation only, Russian version to be completed

## CONSENT FOR PROCESSING OF PERSONAL DATA

city of \_\_\_\_\_ 20\_\_\_\_

### I, the undersigned, a holder of personal data,

\_\_\_\_\_  
(Surname, name, patronymic in full)

\_\_\_\_\_ series \_\_\_\_\_ No. \_\_\_\_\_ issued \_\_\_\_\_  
(kind of the basic identity document)

\_\_\_\_\_  
(by and on)

residing at: \_\_\_\_\_

**represented by the representative of the holder of personal data** (to be completed if the consent is given by the representative of the holder of personal data),

\_\_\_\_\_  
(Surname, name, patronymic in full)

\_\_\_\_\_ series \_\_\_\_\_ No. \_\_\_\_\_ issued \_\_\_\_\_  
(kind of the basic identity document)

\_\_\_\_\_  
(by and on)

residing at: \_\_\_\_\_

acting on behalf of the holder of personal data on the grounds of \_\_\_\_\_

\_\_\_\_\_  
(details of the power of attorney or other document certifying authorities of the representative),

**hereby take a decision to disclose my personal data and agree for their processing freely, of my own volition, and for my benefit in accordance with Federal Law dated 27.07.2006 No. 152-FZ "On Personal Data".**

**Name and address of the operator obtaining the consent for processing of personal data:**

### The processing of personal data is required for the following:

performance of instructions of individuals (holders of personal data) based on the agency agreement made in a simple written form with the operator of personal data applying for the entry visa to foreign countries, including, but not limited to, (**underline as necessary**) Switzerland, France, Spain, Finland, Greece, Bulgaria, Italy, Belgium, The Netherlands, Malta, Denmark, Czech Republic, Sweden, Austria, Norway, Germany, Lithuania, Estonia, Canada, Croatia, Iceland, Portugal, for the submission of sets of documents to Diplomatic Missions of the said foreign countries for the issue of visas to the aforesaid persons.

**Please find below the list of personal data for the processing of which the holder of personal data gives its consent:**

Surname; name; patronymic; date of birth; address; family status; Photo; passport particulars: a) kind of the document; b) series and number of the document; c) issuing authority: - name; - code; d) date of the document issue; Registration address. Postal address. Sex. Number of the contact phone. Information about the professional experience. Biometrical personal data (fingerprints and the face digital photo).

**Name and address of the person ensuring the processing of personal data upon the request of the operator (if the processing is entrusted to such person):**

**Please find below the list of actions with personal data for the performance of which the consent is given (general description of methods of processing of personal data used by the operator):**

Processing of the aforesaid personal data will be made by means of mixed processing of personal data (collection, systematization, accumulation, storage, rectification (updating, change in use, distribution), including the transfer), depersonalization, blocking, destruction of personal data.

**Term during which the consent of the holder of personal data shall be valid or methods of their revocation, unless otherwise provided by federal laws:**

Term of this consent – 5 years.

On the grounds of the written request of the holder of personal data to stop processing his/her personal data, the operator shall stop processing such personal data within 3 (three) business days of which a written notice shall be sent to the holder of personal data within 10 (ten) business days.

The processing of personal data shall cease in the event of the liquidation or reorganization of \_\_\_\_\_ LLC.

In the manner provided by the effective legislation of the Russian Federation, the consent may be revoked by the holder of personal data by written notice sent to the operator getting the consent of the holder of personal data.

I agree that upon my written request, a written notice of the destruction of personal data will be served to me (my representative) at the location of the separate subdivision of the Operator.

**Signature of the holder of personal data:**



---

(full name, signature)

Translation only, Russian Version to be completed