

AGENCY AGREEMENT

for the sale of tourist products

This document is an official offer of Bunyod-Tour LLC (license for carrying out tourism activities No. 0000253 dated October 25, 2022), acting on the basis of the Charter, hereinafter referred to as the "Tour Operator", on the one hand, and a person (an individual or legal entity) providing data on confirmation of his identity through an electronic system, hereinafter referred to as the "Travel Agent", on the other hand, jointly referred to as the "Parties", have entered into this Agreement, hereinafter referred to as the "Agreement", on the following:

Note: The legal aspects of concluding (signing) an agreement in electronic format are based on the Law of the Republic of Tajikistan "On Electronic Documents and Electronic Signatures" dated March 15, 2023, No. 1965 and other legislative acts of the Republic of Tajikistan.

1. SUBJECT OF AGREEMENT

1.1. The Tour Agent on its own behalf and at the expense of the Tour Operator undertakes to promote and sell to tourists and (or) other customers tourist products provided by the Tour Operator.

1.2. The Tour Agent sells tourist products presented on the Tour Operator's website - <https://bunyodtour.tj/> or other appropriate method. All rights and obligations under the transaction concluded by the Tour Agent in fulfillment of the Tour Operator's order arise directly with the Tour Agent. The Tour Operator is an executor providing services to the tourist under the Tourist Product Sales Agreement (which is concluded with sub-agents or tourists on the part of the Tour Agent) and is liable to the tourist and/or other customer for failure to provide or improper provision of such services in accordance with the procedure determined by this Agreement and the Tourist Product Sales Agreement.

2. TOURIST PRODUCTS

2.1. For the purposes of executing the assignment under this Agreement, the Tour Operator shall provide the Tour Agent and the Tour Agent shall sell to tourists and/or other customers Tourist Products, which may include the following:

- accommodation in hotels and other places of accommodation;
- meals¹ in hotels and other places;
- providing of air transportation, as well as other types of transportation of tourists;
- transfer;
- excursion service;
- attendance of cultural, entertainment or sporting events;
- car rental/lease;
- services of instructors for various types of tourism;
- guide and escort services;
- visa support;
- Letter of official invitation.

In addition to the above services, the Tour Operator may include other tourist services in tourist products at the request of the Tour Agent. The Tour Agent has no right to use advertising, informational and other materials of the Tour Operator to promote tours of other tourist companies.

2.2. The cost of rail and air tickets is the necessary money to fulfill the obligation to provide air or other transportation to tourists.

3. PROMOTION OF TOURIST PRODUCTS BY A TRAVEL AGENT

¹ STD – standard meal including salad, first and/or second hot dish, bread, tea

3.1. To promote tourist products, the Tour Agent sends requests for pre-booking (reservation) of these products from the Tour Operator and/or the Tour Operator facilitates this by placing tours on the Tour Agent's website and other relevant portals, social pages, billboards, etc.

3.2. The Tour Agent's application shall be submitted electronically, subject to special identification requirements determined by the Parties. The Parties shall submit applications via the website booking system and e-mail.

3.3. In the application form, the Tour Agent is obliged to provide the following data (in case of special order (off-site)):

- surnames and names of tourists according to their spelling in their passports (passports), their gender, dates of birth, number and date of issue of passports;
- the route of the trip, the date of its beginning and end;
- name and category of the hotel or other place of accommodation of tourists, number of booked rooms by type (single, double, etc.), terms of use of the booked rooms;
- type of meals;
- other conditions and information related to the ordered (booked) tourist product.

3.4. The application is sent to the Tour Operator in general not later than one month (30 days) (and in special cases not later than 72 hours) before the expected time of arrival of tourists in the country of travel according to the ordered tourist product.

3.5. On the basis of the received application of the Tour Agent, the Tour Operator, if possible, accepts the application by sending a confirmation within 12 hours.

3.5.1. In case of impossibility to confirm the application, the Tour Operator sends a refusal of confirmation or offers in writing the variants of Tourist products that can be confirmed.

3.5.2. In case the Tour Agent has not submitted a written refusal (cancellation of the application) within 24 hours after receipt of the Tourist Product variant, the application is considered agreed and confirmed in the variant proposed by the Tour Operator.

3.6. Regardless of the agreed terms of promotion of tourist products, the Tour Operator has the right to change the terms of promotion of tourist products, in particular, changing the terms of sending applications or suspending the sale of tourist products for a certain period of time. At the same time, in respect of all the Tour Agent's applications received by the Tour Operator before the new terms and conditions were introduced, the Tour Operator acts in accordance with the previous terms and conditions.

3.7. The date of acceptance of the application is the date of confirmation of the application by the Tour Operator. From the date of acceptance of the Tour Agent's application, the obligation of the Tour Agent to sell to tourists and (or) other customers the given Tourist Product under the terms and conditions of this Agreement arises.

3.8. From the date of acceptance of the application by the Tour Operator, any full or partial refusal of the Tour Agent from the confirmed tourist product, including by sending a written cancellation, making changes to the ordered tourist product, or on the fact of non-payment for the tourist product, shall be considered as non-execution and/or improper execution of the order under this Agreement and the Tour Agent shall be liable as stipulated in clause 9.4 of this Agreement.

3.9. The parties allow the replacement of a hotel in an already confirmed request by the Tour Operator with a hotel of a similar or higher category in case the hotel refuses the confirmed reservation. The Tour Agent is obliged to notify the tourists about such substitution and to obtain their consent/rejection, in case the substitution took place before the start of the trip. In the absence of the consent of the tourist, the application is considered canceled. The Tour Agent is responsible for failure to fulfill its obligation to inform the tourists.

4. SALE OF TOURIST PRODUCTS BY A TOUR AGENT

4.1. The Tour Agent in execution of the Tour Operator's assignment concludes any transactions (Agreements) on realization of tourist products to tourists and (or) other customers, if these

transactions do not contradict the purposes of this Agreement and contain all the essential conditions defined by the Law of the Republic of Tajikistan "On Tourism".

4.2. Sales of tourist products to tourists and (or) other customers should be carried out by the Tour Agent personally or through other Tour Agents, which are sub-agents in relation to the Tour Operator.

4.3. The Tour Agent is obliged to sell tourist products on the terms and conditions specified by the Tour Operator and the most favorable for the Tour Operator.

4.4. When selling tourist products, the Tour Agent is obliged to provide tourists and/or other customers, to whom the Tour Agent sells tourist products under this Agreement, with full information about the tourist product.

4.5. When selling a tourist product, the Tour Agent is obliged to obtain from the tour operator and hand over to the tourist and (or) other customer the supporting documents necessary for the provision of services included in the tourist product. The set of accompanying documents includes: voucher(s) for tourist accommodation in hotels, vouchers for transfers, excursions and other services, etc.

4.6. Receipt of accompanying documents by the Tour Agent is carried out by e-mail and/or electronic system only upon full payment for the Tourist Product and not later than 48 hours before the start time of the trip.

4.7. The Tour Operator is obliged to provide the Tour Agent with information about the Tourist Product and documents necessary for the latter to carry out transactions for the sale of tourist products to tourists and (or) other customers, and in case of delay, change in date or cancellation of the trip, change in the cost of the tourist product, other changes in the conditions of the trip, to immediately inform the Tour Agent of the above circumstances.

4.8. The Tour Agent is obliged to familiarize tourists and (or) other customers with the catalogs provided by the Tour Operator, which provide information about hotels (places of accommodation) and other documents offered by the Tour Agent, the memo on the country of stay, the rules of transportation established by the relevant carrier, the rules of insurance established by the relevant insurance company. The Tour Agent is obliged to ensure through the customer the transfer of information to the tourists about these rules and information, as well as about other essential conditions of the Tourism Product Sales Agreement.

4.9. The Tour Agent is obliged to check the validity of the tourists' passports, timely provide the Tour Operator with the required documents of the tourists for issuance of exit/entry visas and other necessary documents.

4.10. The Tour Agent is obliged to ensure that the tourist and (or) other customer receives passports, travel vouchers and accompanying documents at the prescribed time and place.

4.11. The responsibility of the Tour Operator as a tour operator for the realization (provision) to the tourist and/or other customer of the Tourist Product arises from the moment of issuance to the tourist and/or other customer of the tour voucher and/or other documents confirming the transfer of the right to receive (consume) the services included in this Tourist Product.

5. COST OF TOURIST PRODUCTS AND PAYMENT PROCEDURE

5.1. The cost of Tourist products provided by the Tour Operator under this Agreement shall be determined on the basis of prices and tariffs established on the website <https://bunyodtour.tj/>, and may also be established by the Tour Operator separately by agreement with the Tour Agent. Tariffs, prices and other monetary obligations under this Agreement may be expressed in foreign currency (US dollars). The cost of the tourist product shall be determined in somoni or US dollars by recalculating the relevant currency at the exchange rate fixed by the National Bank of Tajikistan.

5.2. The Tour Operator, upon confirmation of the Tour Agent's application, issues an invoice (or provides the Tour Agent with an opportunity to print the invoice in the Tour Operator's online booking system) for payment of the cost of the confirmed Tourist Product, less the agency fee. The Tour Operator has the right to issue invoices before the actual transfer of tourist products to tourists and/or other customers, in which case the Tour Agent is obliged to pay them within the established term.

5.3. The Tour Agent shall pay the cost of the ordered and/or provided tourist product within 10 banking days from the date of receipt of the confirmation of the Booking Application. When the Tour Agent transfers the money received from tourists and/or other customers, the agent's remuneration shall be withheld by the Tour Agent independently. If payment for a travel product is made through the website's booking system, the Travel Agent's commission is paid by the Tour Operator within 10 days of the tour's completion date. Payment for travel products and payment terms will also be determined (considered) within the Payment and Refund Policy published on the Tour Operator's website.

5.4. The fact of payment is recognized as the receipt of funds for the provided Tourist products on the bank account of the Tour Operator.

5.5. In the event that the funds in accordance with clause 5.4 of this Agreement are not transferred to the bank account of the Tour Operator within the term set forth in this Agreement, the consequences defined in clauses 9.4 and 9.5 of this Agreement shall be incurred by the Tour Agent. In this case, the Tour Operator has the right to refuse to transfer the Tourism Product if it has not yet been transferred and the Tour Agent is responsible to the tourists and/or other customers for the fact that they will not be able to use the tourism services.

5.6. Settlements between the Tour Operator and the Tour Agent shall be made on the basis of invoices in accordance with the procedure established by this Agreement. Payments between the Tour Operator and the Tour Agent can be made in the currencies of Tajik Somoni, US dollars, Euro and Russian rubles by bank transfers to the Tour Operator's settlement account or in cash at the Tour Operator's cash desk.

5.7. In case of late payment, the guilty Party shall pay the other Party a penalty in the amount of 0.1% of the overdue payment amount for each day of delay. The amount of the penalty shall be determined by the Receiving Party in the specially issued invoice. The Receiving Party shall have the right not to calculate a penalty and not to issue a corresponding invoice if the reasons for late payment stated by the guilty Party are justified. Also, in the case of late payment on a confirmed Application, the Tour Operator has the right to suspend the execution of this agreement as far as this and all subsequent applications are concerned until the obligation to pay for the tour product is fulfilled and to withhold the remuneration due to the Tour Agent on other applications against payment of the debt.

5.8. In case of changes in transportation tariffs, consular fees, national currency exchange rates, hotel accommodation costs and the cost of other services from which the Parties proceeded when booking the tourist product, the Tour Operator has the right to increase the cost of the tourist product by notifying the Tour Agent in writing (including placing an announcement on the Tour Operator's website and/or sending letters to the Tour Agent's e-mail address) with an indication of the deadline for making the additional payment. If the Tour Agent refuses to make the additional payment, the Tour Operator has the right to unilaterally cancel the booking and the funds are refunded in accordance with the Payment and Refund Policy.

6. TOUR-AGENCY FEE AND REIMBURSEMENT OF EXPENSES

6.1. The Tour Operator shall pay a fee to the Tour Agent for the fulfillment of the assignment under this Agreement. The amount of the agent's fee is set at **10%** of the cost of the tour product published on the website <https://bunyodtour.tj/>.

6.2. If for any reason the Travel Agent or the Tour Operator returns to the tourists and/or other customers the money received for the Tourist Products sold under this Agreement, no agency fee shall be charged on such amounts.

6.3. In case the Tour Agent has an additional benefit in the performance of the assignment under this Contract, the Parties shall recognize it for the Tour Agent as additional remuneration, which the Tour Agent shall not transfer to the Tour Operator.

6.4. The Tour Operator shall not reimburse any expenses of the Tour Agent, including the maintenance of its offices, the use of postal, telegraphic, telephone or electronic communication for any purpose whatsoever.

7. REPORTING

7.1. The Tour Agent shall be obliged to submit to the Tour Operator monthly, not later than on the 10th day of the month following the reporting month, a report(s) on the fulfillment of the assignment under this Agreement for the relevant period in the form established by the Tour Operator. Simultaneously with the submission of the report(s), the Tour Agent submits invoices for the amount of the agency fee and the amount of the additional benefit. The Tour Agent's report shall be deemed approved by the Tour Operator in the absence of any objections from the latter within ten days from the date of receipt of the report from the Tour Agent.

7.2. Information and documentary exchange between the Parties, including the reporting required by the Tour Operator, may be carried out by the Parties by means of facsimile, electronic or other communication allowing to record the fact of sending and receipt of information (documents) by the Parties.

8. COMPLAINTS

8.1. Provided that the Tour Agent has a written application from the tourist and/or other customer with complaints about the quality of the tourist product, the Tour Agent has the right to file a complaint, which is accepted by the Tour Operator within 10 days from the date of expiry of the contract for the sale of the tourist product concluded between the Tour Agent and the tourist and/or other customer.

8.2. A claim shall be submitted by the Tour Agent in writing and shall be accompanied by a statement from the tourist and/or other customer, written evidence of the validity of his/her claims and other relevant documents. The Tour Operator considers the received claim within 30 days of receipt.

8.3. Claims submitted by the Tour Agent in violation of the conditions stipulated in clauses 8.1. and 8.2. of this Agreement shall not be considered by the Tour Operator.

9. PARTY RESPONSIBILITY

9.1. For non-fulfillment and/or improper fulfillment of obligations under this Contract the Parties shall be liable in accordance with the current legislation of the Republic of Tajikistan.

9.2. The Tour Agent shall be liable to the tourist and (or) other customer for failure to provide or submission of unreliable information about the tourist product, unless it proves that such failure was due to the fault of the Tour Operator. The Tour Operator is liable to the tourist and (or) other customer for non-performance or improper provision of tourist services included in the realized tourist product only from the moment the Tour Agent transfers to the tourists and (or) other customers all documents certifying the rights of tourists to receive these tourist services.

9.3. The Tour Operator is not responsible in case of problems with tourists whose tourist products were sold by the Tour Agent:

- during passport and customs control;
- in case of flight delay or cancellation due to the carrier's fault;
- in case of loss or theft of the tourist's belongings, which occurred through no fault of the Tour Agent.

9.4. In case the Tour Agent refuses the tourist product under the accepted application or cancels the application, the Tour Agent shall not be refunded a part of the price of the tourist product in proportion to the part of the rendered service until the receipt of the notice of refusal, as well as the Tour Agent shall reimburse the actual expenses incurred by the Tour Operator within the framework of the Payment and Refund Regulations. Unless otherwise provided by special fares of air tickets and other travel documents or annexes to this Contract, the Tour Agent shall also be obliged to compensate for losses exceeding the sanctions specified above.

9.5. In the absence of payment by the Tour Agent for the booking request confirmed by the Tour Operator, the latter has the right to suspend the execution of this Agreement until the reasons for the lack of payment are clarified.

9.6. In air transportation, the carrier is responsible for each tourist and his/her luggage.

10. DISPUTE SETTLEMENT

10.1. All disputes or disagreements arising between the Parties under this Agreement or in connection therewith shall be settled by negotiations.

10.2. This Agreement provides for a claim procedure for dispute resolution.

10.3. In case if disputes and disagreements will not be settled in the order established by the present Treaty, they shall be subject to judicial resolution in the Arbitration Court of the Republic of Tajikistan.

11. FORCE MAJOR

11.1. In case of occurrence of force majeure factors (force majeure) affecting the fulfillment of this Agreement (natural disasters, change of economic situation in the country, military actions, terrorist acts, strikes, weather conditions and other circumstances beyond the reasonable control of the Parties) during the term of this Agreement, the Parties shall immediately notify each other of the occurrence of such factors and the terms of this Agreement shall be subject to revision within 5 days from the moment when the Parties became aware of the occurrence of the said factors. The Tour Operator shall not be liable if the authorized bodies of other countries suspend or invalidate acts necessary for tourist services. All such decisions of the authorized bodies of these countries are force majeure for the Tour Operator, unless they are caused by the actions or inactions of the Tour Operator.

11.2. The Party shall be released from liability for partial or full failure to fulfill its obligations under this Agreement, if it was a result of force majeure circumstances, which the Party could neither foresee nor prevent by reasonable measures.

12. TERM OF VALIDITY AND TERMINATION

12.1. This Agreement shall come into force since the signing by the Parties and shall be valid for one year. The Agreement shall be deemed prolonged for the next year, unless either Party declares otherwise in writing one calendar month prior to its expiration.

12.2. Termination of this Agreement by mutual consent of the Parties shall take effect immediately upon signing of an agreement on termination of this Agreement by the authorized representatives of the Parties, unless another term is specified in the said Agreement.

12.3. Upon termination of this Agreement, the Tour Agent shall, within thirty days from the date of termination or other date agreed upon by the Parties, transfer to the Tour Operator all monetary fund's due to it, as well as transfer all remaining property of the Tour Operator received under this Agreement, and the Parties shall make a full mutual settlement within the terms established by the agreement on termination of this Agreement.

12.4. The Tour Operator has the right to terminate this Agreement unilaterally in case of repeated violation by the Tour Agent of its obligations under this Agreement, or in case of a single violation by the Tour Agent of its obligations, if there are reasons to believe that this violation will be repeated. The Agreement shall be considered terminated 10 days after receipt by the Tour Agent of the notice of termination of the Agreement, or 30 days after sending the relevant notice (by e-mail).

13. CONFIDENTIAL INFORMATION

13.1. The Parties shall independently determine the confidentiality of information transferred to each other under this Agreement with due notification of the Parties. The decision of one Party on the confidential nature of the information provided shall be binding on the other Party.

13.2. The Parties undertake, both during the term of this Agreement and after its termination, not to disclose, without prior written consent of the Party to which it belongs, any information of confidential nature, which became known in the course of execution of this Agreement, not to transfer to third parties and not to use otherwise than for fulfillment of their contractual obligations. The Parties agree to immediately return all tangible media of confidential information in their use, possession or custody upon request of the Party to whom the information belongs at any time or upon termination of this Agreement.

13.3. The parties shall not be liable for disclosure of information, unless it has been determined to be confidential, once it has been communicated to third parties or publicly disseminated.

14. FINAL CLAUSES

14.1. This Agreement shall be regulated and interpreted in accordance with the current legislation of the Republic of Tajikistan.

14.2. From the moment of conclusion of this Agreement, all previous correspondence, documents and materials of negotiations between the Parties on the issues that are the subject of this Agreement shall become null and void.

14.3. Any amendments and additions to this Agreement shall be valid only if made in writing and signed by duly authorized representatives of the Parties.

14.4. All annexes are an integral part of this Agreement.

14.5. All notices between the Parties shall be valid if sent by registered telegraphic message, registered mail, courier to the address established by each of the Parties and fixed in this Agreement, as well as by facsimile and e-mail of the Parties. The date of notification shall be considered the date of its actual receipt by the interested Party according to the written confirmation of such receipt signed by the authorized representative of the respective Party, confirmation of the letter's passage through facsimile communication channels, or the Party's reply sent through e-mail channels. Separate Documents to this Agreement may establish other procedure for sending and (or) receiving certain notices.

14.6. Failure of any Party to exercise its rights under any provision of this Agreement or its Annexes shall not invalidate such provision and shall not deprive such Party of the right to properly exercise its rights in the future.

14.7. In everything else, which is not provided by this Agreement, the Parties shall be guided by the current legislation of the Republic of Tajikistan.

14.8. The invalidation of one provision of this Agreement shall not cause the invalidation of all other provisions. The invalid provision shall be replaced by a legally acceptable provision that accurately conveys the meaning of the invalidated provision.

14.9. The Tour Agent shall have the right to transfer or otherwise assign its rights under this Agreement to third parties only with the written consent of the Tour Operator.

15. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

TOUR OPERATOR

Address: 104, str., Ayni, Dushanbe, Tajikistan,
734042

TIN: 010098739

BANK ACCOUNT:

Wire transfer to: BUNYOD TOUR LLC

USD A/C No.: 20206840100240100138

SWIFT: EJSATJ22XXX

Bank: ESKHATA BANK OPENED JOINT STOCK
COMPANY

TOUR AGENT

I confirm my identity (full name, address, telephone number, email address) based on the submitted Partnership Application. I have read this Agreement, accept, and comply with all its terms. I am personally responsible for compliance with the requirements of this Agreement.

Corresponding Bank: HALYK SAVINGS BANK OF
KAZAKSTAN

Swift: HSBKKZKXXXX,

Corr. A/C: KZ406010071000000199

16. SIGNATURES OF PARTIES

Confirmation (signature): This Agreement (in electronic form) is considered signed, comes into force and is valid from the moment the Partnership Application is submitted.



BUNYOD-TOUR

