

# **TOURIST PRODUCT SALE AGREEMENT No. 594-392**

## **1. Subject Matter**

### **1.1.**

Based on the application (hereinafter referred to as the “Application”) for the conclusion of a tourist product sale agreement (hereinafter referred to as the “Agreement”), submitted personally by the Customer, the entity hereinafter referred to in the text of the Agreement as the “Company” and/or the “Tour Operator” shall sell (ensure the provision to the interested party (hereinafter referred to as the “Customer”) of a package of tourism services included in the tourist product, the full list and consumer characteristics of which are specified in the Application, in the Customer’s personal account on the Tour Operator’s Website, and in the appendices to the Agreement), and the Customer undertakes to pay for the Tourist Product in full and within the time limits established by the Agreement.

The provision to the Customer and/or the Tourist of all services included in the Tourist Product shall be ensured by the Tour Operator:

LLC “Voshod Travel”.

Tour Operator Registration Number:

Registered Address of the Tour Operator:

80 Isanova Street, Office 113, Bishkek 720001, Kyrgyz Republic

Tour Operator Telephone Number: +996-312-311811

Tour Operator Website: <https://voshod-travel.com/>

State Registration Number (OGRN): 1207700038930

Taxpayer Identification Number (TIN): 7743329937

Amount of financial security for the Tour Operator’s liability: 25,000,000

Organization providing financial security to the Tour Operator: Closed Joint-Stock Company “INSURANCE COMPANY ‘ARSENAL-KYRGYZSTAN’”

Type of financial security of the Tour Operator:

No. 919/2687326102 dated 22.12.2025, valid from 22.12.2025 to 30.12.2028.

Telephone number of the entity providing financial security to the Tour Operator:

+996 (312) 398 681.

## **1.2.**

For the purposes of this Agreement, the term “Tourist(s)” shall mean the person(s) specified in the Application and in the Customer’s personal account on the Tour Operator’s Website, to whom tourism services within the framework of the Tourist Product are directly provided.

## **1.3.**

Information about the Customer and/or the Tourist, to the extent necessary for the performance of the Agreement, is specified in the Application and in the Customer’s personal account on the Tour Operator’s Website.

## **1.4.**

If the Customer orders the Tourist Product from the Company for a Tourist and is also the legal representative of a minor Tourist, such Customer shall be deemed to be acting in the interests of the Tourist on lawful grounds.

## **1.5.**

All messages and information sent and provided to the Company and received by the Customer or at least one of the Tourists specified in the Application shall be deemed sent, provided, and received by the Customer and all Tourists.

## **1.6.**

The Customer guarantees and represents that he/she is a fully legally capable individual and is entitled to conclude an agreement for the sale of a tourist product.

# **2. Obligations of the Parties**

## **2.1. The Company undertakes:**

### **2.1.1.**

By publishing information on the Tour Operator’s Website, to provide the Customer with information regarding the consumer characteristics of the Tourist Product, including the itinerary, travel route and travel conditions, including information on accommodation facilities, accommodation conditions (location and category of the accommodation facility), catering services, transportation services for the Tourist in the country (place) of temporary stay, the availability of a guide and/or interpreter guide and/or instructor-guide, as well as additional services, rules of stay on the route, rules for entry into and departure from the country (place) of temporary stay, including information regarding the necessity of obtaining a visa for entry into and/or departure from the country of temporary stay, principal documents required for entry into and departure from the country (place) of temporary stay, dangers which the Tourist (excursionist) may encounter during travel, customs, border, medical, sanitary-epidemiological and other rules (to the extent necessary for travel), location addresses, postal addresses and contact telephone numbers of state authorities of the Kyrgyz Republic, diplomatic missions and consular offices of the Kyrgyz Republic located in the country (place) of temporary stay, which the Tourist (excursionist) may contact in the event of emergencies or other circumstances

threatening the safety of life and health, as well as in cases of danger of damage to the Tourist's property, the address (place of stay) and contact telephone number in the country (place) of temporary stay of the leader of a group of minor tourists (excursionists), if the Tourist Product includes organized travel of a group of minors without accompaniment by parents, adoptive parents, guardians or custodians, information regarding national and religious characteristics of the country (place) of temporary stay, and other travel-related features.

### **2.1.2.**

No later than 24 hours prior to the commencement of travel, provide to the Customer or Tourist personally or via the email address specified during registration in the booking information system, documents confirming the Tourist's right to receive services included in the Tourist Product, including:

a) an entry visa to the country of stay, if such requirement is established by the Government of the host country;

b) a ticket or electronic transportation document (electronic ticket itinerary receipt/extract from the automated system containing transportation information) confirming the Tourist's right to transportation to the destination and back in accordance with the Application and issued on the basis of the Tourist's data provided by the Customer in the Application;

c) an international passport, if such passport is not available;

d) a document confirming reservation of transportation services for the Tourist from the arrival station/airport to the hotel or other accommodation facility and/or from the hotel or other accommodation facility to the station/airport in accordance with the Application (transfer voucher);

e) a medical insurance policy, if the legislation of the country (place) of temporary stay requires guarantees of payment for medical assistance to persons temporarily staying on its territory, or if voluntary medical insurance services have been additionally purchased by the Customer.

The set of documents provided to the Customer or Tourist depends on the services included in the Tourist Product in accordance with the Application.

### **2.1.3.**

Take necessary measures to ensure the security of the Customer's and/or Tourists' personal data, including during processing and use thereof.

### **2.1.4.**

Send to the Customer's email address specified during registration in the booking information system:

#### **2.1.4.1.**

The calculation of the Tourist Product cost and the essential terms of the Agreement;

#### **2.1.4.2.**

An informational notice regarding the necessity for the Tourist to independently pay for emergency and urgent medical care in the country of temporary stay and for repatriation of the body (remains) at the expense of persons interested in such repatriation, in the absence of a voluntary insurance agreement (insurance policy) covering payment and/or reimbursement of expenses for emergency and urgent medical care in the country of temporary stay and/or repatriation of the Tourist's body (remains) from the country of temporary stay;

#### **2.1.4.3.**

Information regarding payment deadlines and methods for payment of the Tourist Product.

#### **2.1.5.**

Reflect information regarding receipt by the Company of payment for the Tourist Product in the Customer's personal account on the Tour Operator's Website in real time and/or personally.

#### **2.1.6.**

Store in the booking information system the information contained in the Agreement, including amendments thereto, for no less than 3 years from the date of expiration thereof.

## **2.2. The Customer undertakes:**

#### **2.2.1.**

To timely and fully pay for the Tourist Product in accordance with the terms of this Agreement.

#### **2.2.2.**

To timely provide the Company, in accordance with the requirements of Consulates/Embassies of foreign states, with a valid international passport (for all Tourists traveling abroad under the Application), as well as other documents necessary for visa issuance, and to comply with all requirements and conditions established by the Consulates/Embassies of foreign states as specified on the Tour Operator's Website and on the official website of the respective consulate (embassy) of the foreign state. In the event that the consulate (embassy) of a foreign state requires an interview, the Tourist shall personally appear at the Consulate/Embassy for such interview or for completion of other formalities (fingerprinting, etc.) within the timeframes specified in such requirement.

#### **2.2.3.**

To arrive at the airport, railway station, port, pier, or other departure point no later than 3 (three) hours prior to the departure of the means of transport used for transportation, and to timely complete all pre-departure formalities required by aviation legislation and other transport legislation, while following information provided by the carrier, airport services, or railway, maritime, or river transport services.

#### **2.2.4.**

To pay for the entry visa in the country of stay and airport taxes/fees if such payments were not included in the purchase price of the Tourist Product.

### **2.2.5.**

To comply with customs and border regulations, laws and local customs of the country of stay, hotel accommodation rules, and other recommendations and instructions provided by the Company upon conclusion of this Agreement and thereafter, as well as instructions received from representatives of the Company in the country of temporary stay.

### **2.2.6.**

To ensure execution of a notarized consent from parents or guardians permitting a minor Tourist traveling without at least one parent or guardian to leave the territory of the Kyrgyz Republic.

### **2.2.7.**

No later than 24 hours prior to the commencement of travel, to verify the departure time either with the Company, on the Tour Operator's Website, or on the official website of the respective carrier. In the event of failure to comply with the above requirements, responsibility for any negative consequences shall rest with the Customer and/or Tourist.

### **2.2.8.**

To regularly, but no less frequently than once every 2 (two) days, check the email address specified during registration in the booking information system for messages from the Company.

## **2.3.**

The Customer undertakes to communicate to the Tourist the terms of the Agreement, other information specified in the Agreement, and to provide the Tourist with documents received from the Company for the purpose of undertaking the trip.

## **2.4.**

The Customer shall provide the Company with his/her contact details, as well as contact details of the Tourist or authorized representative necessary for prompt communication. The Customer and Tourist shall keep the means of communication specified by the Customer in accordance with Clause 2.4 of this Agreement operational and shall have regular access thereto, monitor incoming information from the Company, and in the event of any ambiguity in the received information, immediately contact the Company for clarification.

## **2.5.**

The Customer shall provide the Company with documents and information necessary for the performance of the Agreement.

## **2.6.**

The Tourist shall vacate the accommodation facility on the final day of stay before the established checkout time and shall pay invoices for services provided by the accommodation facility and not included in the Tourist Product.

## **2.7.**

The Customer or Tourist shall immediately inform the Company of any failure to provide or improper provision of services included in the Tourist Product by third parties engaged by the Company.

## **2.8.**

In cases where actual performance of the Customer's obligations under the Agreement is carried out by the Tourist, any such non-performance or improper performance shall be deemed a breach or non-performance by the Customer himself/herself.

## **2.9. The Customer shall have the right:**

### **2.9.1.**

To receive documents necessary for travel in accordance with the Agreement.

### **2.9.2.**

To demand compensation for damages and moral harm in the event of non-performance of the terms of the Agreement in accordance with the legislation of the Kyrgyz Republic.

### **2.9.3.**

To apply to the association of tour operators in the field of outbound tourism for emergency assistance.

### **2.9.4.**

To contact the Company for assistance in arranging insurance coverage for expenses that may arise due to trip cancellation (trip cancellation insurance), including for reasons beyond the Tourist's control (illness, visa refusal, and other circumstances), baggage insurance, and other financial risks related to travel not covered by the financial security of the Tour Operator's liability.

### **2.9.5.**

To submit a claim to the organization providing financial security for the Tour Operator's liability for payment of insurance compensation under the insurance agreement or payment under the bank guarantee, provided legal grounds exist and within the procedure and deadlines established by the tourism legislation of the Kyrgyz Republic.

### **2.9.6.**

To submit a claim to the association of tour operators in the field of outbound tourism for compensation of actual damages from the personal liability fund, provided that the funds of the insurer or guarantor are insufficient to pay insurance compensation under the Tour Operator liability insurance agreement or under the bank guarantee, if the Tour Operator's personal

liability fund has not reached its maximum amount, on the grounds and within the procedure and deadlines established by the tourism legislation of the Kyrgyz Republic.

#### **2.9.7.**

To submit a written claim to the association of tour operators in the field of outbound tourism for compensation of actual damages from the Tour Operator's personal liability fund in cases where such fund has reached its maximum amount.

---

## **3. Specific Features of the Provision of the Tourist Product**

### **3.1. Specific Features of Accommodation Services**

#### **3.1.1.**

The duration of the Tourist Product shall be calculated in days. Payment for accommodation in a hotel, sanatorium, or other accommodation facility shall be charged on a daily basis starting from the local check-in time on the first day of accommodation, regardless of the Tourist's actual check-in time. The room must be vacated no later than the checkout time on the final day of accommodation.

#### **3.1.2.**

The category of the hotel, sanatorium, or other accommodation facility specified in the Application, in the Customer's personal account on the Tour Operator's Website, and in the voucher, shall generally be determined in accordance with certificates issued by competent authorities of the country where the accommodation facility is located. In the absence of such certification, the category shall be indicative (unofficial) and may imply different levels of service depending on the country where the hotel is located, and shall be determined based on hotel catalogues or information provided by the hotel, sanatorium, or other accommodation facility.

### **3.2. Specific Features of Transportation Services**

The Company shall arrange booking, payment for transportation (and in certain cases issue airline tickets on behalf of the carrier for transportation included in the Tourist Product), and delivery of transportation documents to the Customer or Tourist.

Air transportation included in the Tourist Product is usually carried out by a charter carrier, which may, without prior notice:

- transfer the passenger to another carrier;
- replace the aircraft;
- change the departure/arrival airport;
- change the flight schedule;
- undertake other actions necessary for the safety of air transportation.

Pursuant to Article No. 218 of the Air Code of the Kyrgyz Republic dated August 6, 2015, an airline ticket constitutes an air carriage agreement concluded between the carrier and the Tourist. All claims arising from transportation may be submitted directly to the carrier.

The legal relations of the Parties concerning organization of transportation shall be deemed completed upon delivery of tickets to the Customer and/or Tourist.

### **3.3.**

In the event of cancellation of the transportation agreement/cancellation of performance of the Agreement, the fare paid for tickets purchased for flights, trains, river or sea vessels included in the Tourist Product may be non-refundable in accordance with the carrier's tariffs and the terms of agreements between the carrier and/or the carrier's agent on one side, and the Company on the other side. Commission fees and service charges paid upon issuance of travel documents shall not be refunded.

### **3.4.**

The Customer shall have the right to obtain a copy of the certificate confirming inclusion of the Tour Operator in the Unified Federal Register of Tour Operators, which is published on the Tour Operator's Website.

### **3.5.**

In accordance with the Law of the Kyrgyz Republic "On Tourism and Tourist Activities," the Customer hereby agrees to receive the full set of documents necessary for travel at the departure port of the means of transportation used within the Tourist Product no later than:

- 3 (three) hours prior to departure of an air, sea, or river vessel; and
- 30 minutes prior to departure of a train at the railway station of departure.

### **3.6.**

Where necessary, the Company shall have the right to replace booked and confirmed services (including accommodation hotels) while maintaining the same class of services within the previously paid category or by providing equivalent services of a higher class without additional charge. Such changes shall not constitute modification of the services included in the Tourist Product.

## **4. Cost of the Tourist Product and Payment Procedure**

### **4.1.**

The cost of the Tourist Product shall be determined on the basis of prices and tariffs specified in the Booking System, price appendices, specifications, and catalogues published on the Tour Operator's Website as of the date of conclusion of the Agreement.

The cost of the Tourist Product may be expressed in conventional units (CU) or Kyrgyz Soms. The value of one conventional unit shall be determined as the equivalent of the US Dollar, Euro, or another foreign currency according to the Company's internal exchange rate. The applicable exchange rate is published on the Tour Operator's Website (hereinafter referred to as the "Company Exchange Rate").

## **4.2.**

The Customer shall independently select the Tourist Product personally or through the Tour Operator's Website within the booking information system. Upon completion of the selection of the Tourist Product, the Customer shall book the Tourist Product by submitting the Application and shall make payment using the Customer's bank card or by other methods specified by the Company in the information provided to the Customer pursuant to Clause 2.1.4.3 of the Agreement within 1 (one) business day from the moment of booking.

If payment for the Tourist Product within the above period is made only partially, the Company shall have the right to unilaterally terminate the Agreement and refund the amounts paid by the Customer.

If payment for the Tourist Product is not made within the above period, even partially, the Company shall have the right to cancel the booking, and the Agreement shall be deemed not concluded.

If the Customer makes payment or an additional payment for the Tourist Product after expiration of the term established in this Clause of the Agreement, by making such payment the Customer confirms consent to modification of the Tourist Product price if, as of the date of additional payment, the prices and tariffs for the Tourist Product specified in the Booking System, price appendices, specifications, and catalogues on the Tour Operator's Website have changed.

The final cost of the Tourist Product, as well as the list of services included therein, shall be specified in the Application and in the Customer's personal account on the Tour Operator's Website.

## **4.3.**

In the event of an increase in the cost of the Tourist Product by the Company due to objective reasons, including but not limited to:

- increase by the carrier of transportation costs (including, but not limited to, increases in airfare and transportation tariffs);
- substantial changes in foreign currency exchange rates,

the Company shall have the right to propose a proportional increase in the price of the Tourist Product, and the Customer shall have the right to make the additional payment within 5 (five) days from receipt of notification from the Company, but no later than 1 (one) business day prior to commencement of the services included in the Tourist Product.

## **4.4.**

The Tourist Product shall be deemed paid in full from the moment all funds for the Tourist Product are credited to the Company's settlement account or paid in cash to the Company.

# **5. Liability of the Parties**

## **5.1.**

The Parties to this Agreement shall bear liability as provided by the legislation of the Kyrgyz Republic and this Agreement for non-performance or improper performance of their obligations.

## **5.2.**

The Company shall not be liable for losses incurred by the Tourist and/or the Customer in connection with:

### **5.2.1.**

Actions of embassies (consulates) of foreign states and other organizations, except organizations engaged by the Tour Operator to provide services included in the Tourist Product, including refusal by a foreign embassy (consulate) to issue or delays in issuing entry visas to Tourists along the travel route, provided that all required documents were submitted to the foreign embassy (consulate) by the Tour Operator or directly by the Customer within the established deadlines.

### **5.2.2.**

Refusal of the Tourist to exit/enter during passport, border, or customs control, or the imposition of penalties on the Tourist by border or customs authorities for reasons unrelated to the Company's performance of its obligations under the Agreement.

### **5.2.3.**

The Tourist's lateness for transportation departure time specified in the ticket.

### **5.2.4.**

Delays or changes in transportation departure/arrival times, replacement of aircraft type, and other acts or omissions of carriers. In such cases, liability to the Tourist shall be borne by the carrier in accordance with transportation rules established by international treaties of the Kyrgyz Republic and applicable transport legislation of the Kyrgyz Republic.

### **5.2.5.**

The Tourist's refusal of voluntary insurance during provision of services under the Tourist Product or absence of such insurance.

#### **5.2.6.**

Absence of documents required for departure abroad under the legislation of the Kyrgyz Republic for a citizen of the Kyrgyz Republic, including minors.

#### **5.2.7.**

Violation by the Tourist of transportation and baggage rules, as well as rules of conduct in the country of temporary stay.

#### **5.2.8.**

Restriction on the Tourist's departure abroad in accordance with the Law of the Kyrgyz Republic "On Tourism and Tourist Activities."

#### **5.2.9.**

Changes made by the Tourist on his/her own initiative to the conditions of the paid trip (including accommodation, excursions, transportation, meals, etc.). In such cases, the cost of unused services shall not be refunded, and all newly acquired services shall be paid for independently by the Tourist.

#### **5.2.10.**

Damage caused to the Tourist's health and/or property by third parties during the trip while using services not provided for in the Agreement; loss or damage of baggage, international passport, other Tourist documents, or other valuables belonging to the Tourist. Compensation shall be paid by the person causing the damage in accordance with applicable legislation.

#### **5.2.11.**

The Tourist's lateness for a connecting flight, train, river vessel, or sea vessel due to his/her own fault, as well as due to delay or cancellation of the flight or train transporting the Tourist to the transfer airport/railway station/port/pier.

#### **5.2.12.**

Untimely provision by the Customer or Tourist of information regarding changes in their personal data.

#### **5.2.13.**

Errors made when completing information in the Application, including provision by the Customer of incomplete and/or inaccurate information, resulting in errors or inaccuracies in documents issued by the Company.

### **5.3.**

No reimbursement shall be made for expenses incurred by the Tourist and/or Customer for paid services if the Tourist, at his/her own discretion or in connection with personal interests, failed to

use all or part of the provided services without notifying the Company prior to commencement of services within the Tourist Product.

Independent departure by the Tourist from the hotel or refusal to check in shall be deemed refusal of tourism services by the Tourist.

#### **5.4.**

If the Tourist for any reason fails to use transportation on any segment of the air travel itinerary within the Tourist Product and does not notify the Company of his/her intention to continue air transportation on subsequent segments, the Company shall not be liable for cancellation by the carrier of transportation on subsequent segments of the itinerary.

#### **5.5.**

In the event that the Tourist independently obtains a visa (where visa support services are not included in the Tourist Product), the correctness of visa issuance and validity thereof at the time of travel shall not be verified by the Company. All expenses arising from independent visa processing by the Tourist shall be borne solely by the Tourist.

#### **5.6.**

The Company shall not be liable to the Customer or Tourist for obligations or actions committed by the Customer and/or Tourist in violation of the laws of the Kyrgyz Republic or the country of temporary stay.

If negative financial consequences arise for the Company due to violations by the Customer or Tourist of the legislation of the Kyrgyz Republic or the country of temporary stay, the Customer shall reimburse the Company for all incurred expenses (including deportation expenses, penalties for violation of legislation of the country of temporary stay, etc.).

#### **5.7.**

If the Tourist is unable to arrive at the hotel, sanatorium, or other accommodation facility on the check-in date, the Customer or Tourist shall notify the Company thereof in writing in advance in order to preserve the reserved accommodation. Otherwise, accommodation at the reserved hotel or other accommodation facility may be refused.

#### **5.8.**

For the prompt elimination of deficiencies in the quality of services, the Tourist and/or Customer are recommended during the trip to submit complaints regarding the quality of the Tourist Product in writing to:

- the representative of the receiving organization or hotel (specified in the accommodation voucher);
- the hotel guide (contact details are provided during or after check-in);
- the group leader (if Tourists travel in an organized group and such leader is provided by the Tour Operator).

Upon completion of the trip, claims arising in connection with the Company's performance of obligations shall be submitted by the Tourist and/or Customer to the Company together with copies of documents supporting such claims.

Claims shall be submitted by postal correspondence or by electronic communication to: info@voshod-travel.com.

Claims shall be submitted within 20 days from the completion date of services under the Tourist Product Agreement.

The Company shall review such claims within the period established by law. The Company shall notify the claimant of the review results using the communication method specified in the claim. If no communication method is specified, the Company shall send the response by post or to the email address from which the claim was received.

## **5.9.**

The Customer and/or Tourist shall have the right to submit to the organization providing financial security for the Company's liability a claim for compensation under the liability insurance agreement for damages caused by the Company's non-performance of obligations under the Agreement due to cessation of tour operator activities.

Proper performance by the Company of obligations related to sale of the Tourist Product is secured by liability insurance or a bank guarantee. Details of the liability insurance agreement or bank guarantee are specified in Clause 1.1 of this Agreement.

Grounds for payment of compensation shall be the fact of actual damage caused to the Tourist and/or Customer due to the Company's failure to perform obligations under the Agreement in connection with termination of tour operator activities resulting from inability of the Company to perform all obligations under tourist product sale agreements.

## **5.10.**

If the financial security provided by the Company in accordance with Clause 5.9 of the Agreement is insufficient, the Tourist/Customer shall have the right to apply for payment of the uncovered portion of damages from the funds of the organization providing financial security to the Tour Operator: Closed Joint-Stock Company "INSURANCE COMPANY 'ARSENAL-KYRGYZSTAN'", at the expense of the Tour Operator's funds.

The procedure for compensation payments from the Tour Operator's personal liability fund is established by the RULES FOR COMPENSATION OF ACTUAL DAMAGES TO TOURISTS AND/OR OTHER CUSTOMERS OF TOURIST PRODUCTS FROM THE FUNDS OF THE PERSONAL LIABILITY FUND OF THE TOUR OPERATOR IN THE FIELD OF OUTBOUND TOURISM.

# **6. Insurance**

## **6.1.**

For the benefit of the Tourist and at his/her request, a voluntary insurance agreement may be concluded providing for the insurer's obligation to pay and/or reimburse expenses for emergency or urgent medical assistance rendered to the Tourist in the country of temporary stay upon occurrence of an insured event related to injury, poisoning, sudden acute illness, or exacerbation of a chronic illness, including medical evacuation within and from the country of temporary stay to the country of permanent residence (hereinafter referred to as "Medical Assistance"), and/or repatriation of the Tourist's body (remains) from the country of temporary stay to the country of permanent residence.

## **6.2.**

If the legislation of the country (place) of temporary stay establishes requirements for guarantees of payment for medical assistance to persons temporarily staying on its territory, the Company shall provide such guarantees by arranging, on a paid basis, for the Tourist and/or Customer to conclude insurance coverage against sudden illness and accidents under the conditions required by the legislation of the country to which the Tourist is traveling.

A Tourist traveling under this Agreement shall be deemed insured and shall possess the rights and obligations established by the issued insurance policy and insurance rules developed by the insurer or association of insurers in accordance with international treaties of the Kyrgyz Republic and the insurance legislation of the Kyrgyz Republic.

The insurance policy constitutes an agreement concluded between the Tourist and the insurer. The Company's obligations regarding arrangement of insurance shall be deemed fulfilled upon delivery of the insurance policy to the Customer or Tourist.

## **6.3.**

If the legislation of the country (place) of temporary stay does not establish requirements for guarantees of payment for medical assistance to persons temporarily staying on its territory, the Company shall not be obligated to provide such guarantees (insurance), however the Company may offer assistance to the Tourist and/or Customer in concluding a voluntary insurance agreement.

## **6.4.**

The Customer shall have the right to apply to the Company for assistance in arranging insurance coverage for expenses that may arise due to cancellation of the trip (trip cancellation insurance), including for reasons beyond the Customer's control (illness, visa refusal, and other circumstances), baggage insurance, and other financial risks associated with travel not covered by the Company's financial liability security.

## **6.5.**

In accordance with the Rules for Exchange of Information in Electronic Form between the Tour Operator, Travel Agent, and Tourist and/or Customer in the Sale of a Tourist Product approved by the Government of the Kyrgyz Republic, the Company hereby informs the Customer that in the absence of a voluntary insurance agreement (insurance policy) covering payment and/or reimbursement of expenses for emergency and urgent medical assistance in the country of temporary stay and/or repatriation of the Tourist's body (remains) from the country of temporary

stay, the above-mentioned Medical Assistance shall be paid for independently by the Tourist, and repatriation of the Tourist's body (remains) from the country of temporary stay shall be paid for by persons interested in such repatriation.

## **7. Conditions for Termination of the Agreement**

### **7.1.**

The Tourist and/or Customer shall have the right at any time prior to commencement of services within the Tourist Product to refuse performance of this Agreement.

Such refusal shall be effected by submitting a written notice to the Company. The notice may be submitted personally, by postal service, or by any other method allowing identification of the sender.

The refusal shall be deemed effective upon receipt of the above-mentioned notice by the Company.

### **7.2.**

In the event that the Tourist and/or Customer refuses the Tourist Product after commencement of services within the Tourist Product, the Company shall have the right to demand payment by the Tourist and/or Customer of penalties and reimbursement of actual expenses incurred in connection with organization, payment, and provision of services within the Tourist Product, including but not limited to:

- expenses related to transportation cancellation (carrier penalties, non-refundable carrier tariffs);
- accommodation expenses (payments to accommodation facilities for no-shows, refusal of room quotas or part thereof, cancellation of accommodation after deadlines established by agreements between the Company and accommodation facilities, their agents, or other accommodation service providers).

The Company shall have the right to retain amounts already received from the Customer for the Tourist Product.

If payment was made by bank card, refunds shall be processed in accordance with the rules of the international or Kyrgyz payment system (Mastercard, Visa, Elcart) used for payment of the Tourist Product.

The following amounts shall not be refundable:

- insurance premiums paid under voluntary insurance agreements;
- consular fees paid prior to receipt by the Company of the refusal notice for review by foreign consular institutions of Tourist visa application documents.

### **7.3.**

The Company shall have the right to refuse performance of obligations under a paid services agreement only on condition of full compensation to the Customer for losses incurred.

### **7.4.**

Failure to pay for the Tourist Product, failure to provide documents required for visa issuance, or failure of the Tourist to appear at the Consulate/Embassy of a foreign state for an interview or identity verification procedures (fingerprinting, etc.) in accordance with this Agreement shall be deemed refusal by the Customer to perform the Agreement.

In such case, the consequences established by Clause 7.2 of the Agreement shall apply.

### **7.5.**

Upon termination of the Agreement, all rights and obligations thereunder shall cease, except for obligations of the Parties to settle mutual accounts and pay damages, penalties, or fines.

## **8. Procedure for Amendment of the Agreement**

### **8.1.**

Where amendment of the Agreement becomes necessary due to material changes in circumstances upon which the Company relied when concluding the Agreement, the Company shall, within 2 business days from identification of such material changes, but no later than 24 hours prior to commencement of travel, notify the Customer of the necessity to amend the Agreement by sending a message to the email address provided by the Customer.

The Customer shall review the Company's proposal and communicate consent to amendment of the Agreement or refusal thereof within 2 days from the date of dispatch of the Company's notice.

Absence of a response shall be deemed consent by the Customer to such amendments.

### **8.2.**

If the Customer consents to amendments of the Agreement due to material changes in circumstances relied upon by the Company when concluding the Agreement, such consent having been obtained through interaction with the Company via the booking information system or during a personal visit to the Company, the Company shall amend the Agreement and the booking information system accordingly.

### **8.3.**

The Company shall notify the Customer of amendments to the Agreement, specifying the amended information, by electronic message sent to the email address provided by the Customer.

#### **8.4.**

Where amendment of the Agreement becomes necessary due to material changes in circumstances relied upon by the Customer when concluding the Agreement, the Customer shall, through interaction with the Company via the information system or during a personal visit to the Company, within 2 business days but no later than 24 hours prior to commencement of travel, submit to the Company an application for amendment of the tourist product sale agreement due to such material changes in circumstances.

#### **8.5.**

Upon receipt by the Company of such application from the Customer, the Company shall review the information contained therein and, if approved, shall amend the Agreement and the booking information system accordingly.

#### **8.6.**

The Company shall notify the Customer of amendments to the Agreement, specifying the amended information, by electronic message sent to the email address provided by the Customer.

#### **8.7.**

If the Company refuses to amend the Agreement, the Company shall send the Customer an electronic message to the email address provided by the Customer stating the impossibility of amending the Agreement in accordance with the amendment request.

#### **8.8.**

Information regarding amendments or impossibility of amendments to the Agreement shall be published by the Company in the Customer's personal account on the Tour Operator's Website.

## **9. Force Majeure Circumstances**

### **9.1.**

The Parties shall be released from liability for improper performance or non-performance of obligations under the Agreement in the event of force majeure circumstances.

The Parties shall consider the following circumstances as force majeure:

- fire;
- flood;
- earthquake;

- snow blockages;
- other natural disasters;
- mass diseases;
- military actions of any nature;
- terrorist acts;
- strikes;
- decisions of governmental authorities;
- changes in legislation of the Kyrgyz Republic or the country of stay or transit of the Tourists;
- restrictions or cancellation of transportation services;
- road traffic disruptions;
- and other circumstances beyond the reasonable control of the Parties which cannot be prevented by reasonable measures.

The existence of force majeure circumstances must be confirmed by competent authorities.

Such circumstances must be extraordinary and unavoidable in nature and must arise after conclusion of the Agreement.

Upon occurrence of such circumstances, the period for performance of obligations by the Parties under this Agreement may be extended proportionally to the duration of such circumstances.

If such circumstances continue for more than 14 (fourteen) calendar days, either Party shall have the right to refuse further performance of obligations under the Agreement, and in such case neither Party shall have the right to demand compensation from the other Party for possible losses caused by force majeure circumstances.

## **10. Use and Transfer of Personal Data of the Customer and/or Tourist**

### **10.1.**

The Customer authorizes the Company to process the Customer's and/or Tourist's personal data, namely:

- surname;
- given name;
- patronymic;
- date of birth;
- gender;
- postal address;
- contact telephone numbers;
- email address,

including collection, systematization, accumulation, storage, clarification (updating, modification), use, dissemination (including transfer within the territory of the Kyrgyz Republic and cross-border transfer), depersonalization, blocking, and destruction of personal data, for the

purposes of conducting surveys and research aimed at improving service quality, marketing programs, and statistical studies.

The Customer hereby expresses consent and authorizes the Company to process personal data for informing the Customer and/or Tourist about promotions and discounts offered by the Company, as well as for sending holiday greetings to the Customer and/or Tourist through direct communication using various means of communication, including but not limited to:

- postal mail;
- email;
- telephone (including mobile);
- facsimile communication;
- Internet communication.

## **10.2.**

The Customer and/or Tourist agrees that, if necessary for achievement of the purposes specified above, personal data received by the Company may be transferred to third parties to whom the Company may assign processing of the Customer's and/or Tourist's personal data on the basis of agreements concluded with such persons, provided that the requirements of the legislation of the Kyrgyz Republic regarding confidentiality and security of personal data during processing are observed by such third parties.

## **10.3.**

Consent granted by the Customer and/or Tourist for processing of personal data may be withdrawn by sending a written notice to the Company.

The consent of the Customer and/or Tourist for processing of personal data shall be deemed withdrawn upon expiration of 10 (ten) business days from the date of receipt of such notice by the Company, unless a later date is specified in the notice.

## **10.4.**

Consent granted by the Customer and/or Tourist pursuant to this Section 10 shall remain valid for a period of 10 (ten) years.

# **11. Miscellaneous Provisions**

## **11.1.**

This Agreement is concluded through the personal presence of the Customer and is certified by the signatures of both Parties.

## **11.2.**

All notices, letters, other correspondence, and documents shall be sent to the Company by one of the following methods to the addresses specified in Section 1 of the Agreement:

- personal delivery;
- postal delivery with acknowledgment of receipt;
- courier service with signature confirmation;
- facsimile transmission and/or email.

All notices, letters, other correspondence, and documents shall be sent to the Customer and/or Tourists by one of the above methods to the email address specified in the Application and in the personal account on the Tour Operator's Website.

Documents specified in this Clause shall be deemed received by the Parties upon receipt of confirmation of delivery/receipt, while documents sent by email shall be deemed received from the moment of dispatch to the email address specified in this Clause.

The Parties shall bear the risk of adverse consequences resulting from unavailability of email for any reason, irregular checking of email, technical network failures, technical malfunction of email services, or absence at the registered location.

### 11.3.

This Agreement shall remain effective until completion of services under the Tourist Product purchased pursuant to the Customer's Application, and with regard to financial settlements, until full completion thereof.

## 12. Details and Signatures of the Parties

### Tour Operator

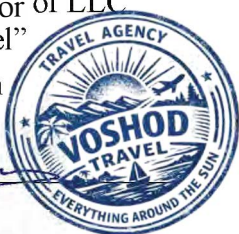
LLC "Voshod Travel"  
Legal address: 80 Isanova  
Street, Bishkek 720001

General Director of LLC  
"Voshod Travel"

Anatoly Ruban

Signature





### Customer

I have read and agree with the terms of the Agreement.

I confirm that I have the legal right to conclude this Agreement also in the interests of third parties.

Full Name: Sharapad Kozhegeldieva

Address: 126 Uzgenskaya Street, Apartment 16, Osh 720075

Signature



**Date: 2 June, 2026**