

AGENCY AGREEMENT

for Promotion, Booking and Sale of Tourism Services

Date of execution: 25 August 2026

Desert Company LLC, a legal entity incorporated in Sharjah Media City Free Zone (Shams), Sharjah, United Arab Emirates, Formation No. 2427815, Business License No. 2427815.01, represented by Dmitrii Ivanov, acting as the Company's authorized representative, hereinafter referred to as the "Agent", on the one part, and ALL PLANET COMPANY LIMITED (บริษัท ออล แพลนเน็ต จำกัด), a legal entity registered in the Kingdom of Thailand under registration number 0205552013237, represented by its authorized director Chalita Silyaski, authorized to bind the company by her signature together with the company seal, hereinafter referred to as the "Principal", on the other part, jointly referred to as the "Parties", have entered into this Agreement as follows.

1. Status of the Parties and Background

- 1.1. The Principal confirms that it is a company duly registered in Thailand and carries on tourism business, including the organization of tours and tourism-related services.
- 1.2. The Principal confirms that it holds Thai Tourism Business License No. 12/03516 for domestic tourism activities and shall maintain such license in force during the term of this Agreement.
- 1.3. The Agent operates under Business License No. 2427815.01 issued by Sharjah Media City (Shams), which includes Activity Code 7990.04: Provision of visitor assistance services; Provision of travel information to visitors; Activities of tourist guides (оказание услуг по содействию посетителям; предоставление туристической информации посетителям; деятельность туристических гидов).
- 1.4. The Agent's Business License also includes Activity Code 8291.01: Collection of payments for claims and remittance of payments collected to the clients, such as bill or debt collection services (сбор платежей по требованиям/счетам и перечисление собранных платежей клиентам, включая услуги по сбору счетов или задолженности).
- 1.5. The Parties expressly agree that the Agent does not act as the organizer of the tourism service or as the Principal's tour operator. The Agent performs information, marketing, intermediary and agency functions, accepts booking requests and, where provided by this Agreement, accepts customer payments.
- 1.6. The direct organizer and supplier of excursions and other tourism services in Thailand shall be the Principal or suppliers duly engaged by the Principal, for whose performance toward tourists the Principal shall be responsible to the extent required by applicable law and the terms of the relevant service.

2. Subject Matter

- 2.1. The Principal appoints the Agent, and the Agent agrees for remuneration, to promote and offer the Principal's tourism services in Thailand to customers, including excursions, tours, transfers, tickets and other agreed tourism services.
- 2.2. The Agent's primary target audience shall be individuals from the Russian Federation. The Agent may also offer the services to customers from other countries unless otherwise agreed by the Parties for a particular service or territory.
- 2.3. The Agent may inform customers about the Principal's services, advise on available programs, prices, dates, meeting points and participation conditions, accept booking requests, transmit booking information to the Principal, confirm bookings after confirmation by the Principal, and provide customer support prior to commencement of the service.
- 2.4. The Agent may sell the services through its own websites, landing pages, social networks, messaging applications, advertising accounts, partner channels, telephone and other remote sales channels.

2.5. The Agent may publish on its online resources descriptions, photographs, programs, schedules, prices and other materials of the Principal, provided that such information has been supplied or approved by the Principal.

3. Booking and Customer Relations

3.1. The Agent shall receive a tourist's request and transmit to the Principal the information required for booking. A booking shall be deemed confirmed only after confirmation by the Principal or through a booking system agreed by the Parties.

3.2. The Agent may not independently alter material terms of an excursion or other service established by the Principal, including the program, date, duration, venue, participant requirements and cancellation terms, unless such changes have been approved in advance by the Principal.

3.3. In information provided to tourists, the Agent may identify itself as the agent/intermediary for sale and booking and identify the Principal as the organizer or supplier of the tourism service.

3.4. Where the Principal provides a voucher, ticket, booking confirmation or other document for a particular service, the Agent shall transmit it to the tourist electronically or by another agreed method.

3.5. Personal data of tourists shall be transferred to the Principal only to the extent necessary for booking and performance of the service and for compliance with requirements of carriers, attractions, insurers or governmental authorities, where applicable.

4. Collection of Payments

4.1. The Agent may accept payments exclusively from individual customers (natural persons) for the Principal's services through its permitted payment channels, bank accounts, payment links, QR codes, acquiring services and other agreed payment methods. No payments from legal entities, companies, organizations, sole proprietors or other corporate customers shall be accepted under this Agreement.

4.2. All payers for bookings under this Agreement must act as natural persons purchasing tourism services for themselves or other natural persons. The Agent shall not accept corporate payments or sell tourism services to legal entities under this Agreement.

4.3. Payment received by the Agent from a tourist for a confirmed booking shall be credited toward payment for the relevant tourism service. The Agent shall maintain records of bookings, amounts received, refunds, retained remuneration and amounts payable to the Principal.

4.4. Unless otherwise agreed for a particular service, commercial terms shall be based on the Principal's net price. The Agent's remuneration shall be the difference between the retail price actually received from the tourist and the net price agreed with the Principal, or another commission agreed by the Parties in writing.

4.5. Amounts payable to the Principal shall be determined on the basis of registers of confirmed bookings and settlements between the Parties. The procedure, frequency, currency and bank details for settlement may be agreed in invoices, registers, electronic correspondence or a separate schedule without amending this Agreement.

4.6. Bank fees, payment-system fees, currency conversion costs and other transaction expenses shall be allocated in accordance with the commercial terms applicable to the relevant sales channel or a separate written agreement of the Parties.

5. Obligations of the Principal

5.1. Provide the Agent with up-to-date information about excursions and other services, including program, price, available dates, duration, restrictions, participation rules, meeting points, cancellation and refund terms.

5.2. Promptly confirm or reject booking requests and inform the Agent of changes, cancellations, postponements and other circumstances capable of affecting performance of an order.

- 5.3.** Ensure actual provision of tourism services with proper quality and in accordance with the confirmed terms.
- 5.4.** Maintain its corporate registration, tourism license and other permits necessary for actual provision of the relevant tourism services in Thailand.
- 5.5.** Be responsible for the acts of its employees, guides, carriers and other suppliers engaged by the Principal in direct performance of the tourism service.
- 5.6.** If a service is cancelled by the Principal or cannot be provided for reasons within the Principal's sphere of responsibility, provide the Agent with the amount necessary for refund to the tourist or credit such amount in settlements according to the agreed procedure.

6. Rights and Obligations of the Agent

- 6.1.** Inform tourists in good faith on the basis of information received from the Principal and not knowingly create a false impression regarding the content, quality or guaranteed result of a tourism service.
- 6.2.** Organize and finance its own advertising activities unless the Parties separately agree on a joint advertising campaign.
- 6.3.** Operate its own website and other sales channels and independently determine language, design, advertising formats and customer acquisition methods while preserving the material characteristics of the service confirmed by the Principal.
- 6.4.** Receive from the Principal information and materials required for sales and use the Principal's trade name and marketing materials solely for performance of this Agreement.
- 6.5.** Not represent itself as the holder of the Principal's tourism license and not state that Tourism License No. 12/03516 has been issued to the Agent.
- 6.6.** Provide the Principal with reporting on confirmed sales and settlements in a reasonable format agreed by the Parties, including electronic registers.

7. Prices, Cancellations and Refunds

- 7.1.** The Principal shall establish and communicate to the Agent net prices and, where applicable, recommended retail prices.
- 7.2.** If the Principal has not established a fixed retail price or prohibited mark-up, the Agent may independently determine the final sale price taking into account its remuneration, advertising expenses, payment infrastructure and customer service costs.
- 7.3.** Terms of free cancellation, penalties, no-show, lateness, weather restrictions, illness, closure of attractions and other grounds for cancellation shall be governed by the rules of the relevant service provided by the Principal.
- 7.4.** Where the Agent refunds to a tourist funds attributable to the Principal's net price, the corresponding amount shall be deducted from the next settlement with the Principal or reimbursed by the Principal in the manner agreed by the Parties.
- 7.5.** The Agent's own remuneration shall be refunded to the tourist to the extent required by the published booking conditions or separately agreed by the Parties.

8. Liability

- 8.1.** The Principal shall be responsible for proper performance of the actual tourism service, including conformity of the program with the confirmed booking, personnel, transport and other elements under the Principal's control.
- 8.2.** The Agent shall be responsible for accurate transmission of booking data to the Principal, proper accounting of payments received and remittance of amounts due to the Principal.

8.3. The Agent shall not be responsible for cancellation, delay or improper performance of a tourism service by the Principal or a supplier engaged by it, except where the relevant loss is caused by the Agent's own act or omission.

8.4. Neither Party shall be liable for non-performance caused by force majeure, including natural disasters, extreme weather, epidemics, military action, governmental prohibitions, closure of attractions or transport infrastructure, provided that the other Party is promptly notified.

9. Independence of the Parties and No Tour Operator Authority

9.1. This Agreement does not create a joint venture, partnership, employment relationship or branch relationship between the Parties.

9.2. The Agent may not assume obligations in the name of the Principal except for actions expressly provided by this Agreement concerning promotion, receipt of requests, confirmation of agreed bookings and collection of payments.

9.3. All permits, licenses and obligations relating to organization and direct provision of tourism services in Thailand remain with the Principal.

9.4. The Parties acknowledge that the Agent's activities under this Agreement are intermediary in nature and are based on provision of information, visitor assistance, promotion, booking and agency collection of payments for the Principal's services.

10. Intellectual Property and Advertising

10.1. For the term of this Agreement, the Principal grants the Agent a non-exclusive right to use photographs, texts, logos, trademarks and other materials supplied by the Principal solely for promotion and sale of the Principal's services.

10.2. The Agent may create its own descriptions, translations and advertising materials in Russian and other languages, provided that the material characteristics of the service are preserved.

10.3. Upon termination, the Agent shall cease using the Principal's brand identifiers as those of a current partner, except where retention is required for archival, accounting or claims purposes.

11. Confidentiality and Data

11.1. Commercial prices, net rates, internal instructions, supplier lists, financial registers and non-public business information shall be treated as confidential.

11.2. Each Party shall take reasonable measures to protect tourists' personal data and use it only for performance of bookings and related obligations.

11.3. Data may be exchanged between the Parties by email, messaging applications, CRM, API or other agreed technical means.

12. Term and Termination

12.1. This Agreement enters into force on 25 August 2026 and is concluded for an indefinite term.

12.2. Either Party may terminate this Agreement by giving the other Party at least 30 calendar days' written notice.

12.3. The Agreement may be terminated immediately upon loss by the Principal of the required tourism license, termination of a legal entity, material breach of financial obligations, or misleading use by either Party of the other Party's documents or brand.

12.4. Termination shall not release the Parties from completion of settlements and performance of obligations in respect of bookings confirmed before the termination date unless otherwise agreed.

13. Notices and Electronic Communications

13.1. The Parties recognize approvals made by email and other business communication channels previously used by them as legally relevant in relation to prices, availability, bookings, registers, refunds and ongoing settlements.

13.2. Amendments to the principal terms of this Agreement shall be made by a written addendum or other document reliably evidencing the agreed intent of both Parties.

14. Governing Law and Disputes

14.1. The Parties shall seek to resolve disagreements through negotiations and exchange of written claims.

14.2. If a dispute is not resolved within 30 calendar days from the date of a written claim, it shall be submitted to a competent court at the defendant's place of establishment unless the Parties agree in writing on another procedure for the particular dispute.

14.3. Mandatory laws of the Kingdom of Thailand shall apply to direct provision of tourism services in Thailand. Corporate and licensing matters of each Party shall be governed by the laws of its jurisdiction of incorporation.

15. Documents and Evidence of Status

15.1. A copy of the Principal's Tourism Business License No. 12/03516 is attached to this Agreement.

15.2. A copy of Desert Company LLC Business License No. 2427815.01 is attached to this Agreement.

15.3. The Principal's corporate registration is evidenced by registration number 0205552013237. Current extracts and other corporate documents obtained after execution of this Agreement may be retained in the Parties' contract file as subsequent due-diligence documents without changing the execution date of this Agreement.

15.4. The Parties shall notify each other of changes to licenses, legal-entity status, signatory authority or other material registration particulars.

16. Final Provisions

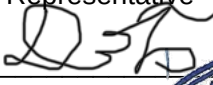
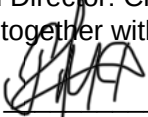
16.1. This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes prior oral arrangements concerning that subject matter.

16.2. Invalidity of an individual provision shall not affect the validity of the remaining provisions.

16.3. This Agreement may be signed in hard copy or by exchange of signed electronic copies. Copies of signed counterparts may be used until originals are exchanged.

16.4. This Agreement is executed in English. The Parties may also execute a Russian-language counterpart; in the event of discrepancies, the Parties may separately designate the prevailing version.

17. Details and Signatures

AGENT	PRINCIPAL
Desert Company LLC Sharjah Media City Free Zone (Shams) Sharjah, United Arab Emirates Formation No.: 2427815 Business License No.: 2427815.01 Dmitrii Ivanov Authorized Representative Signature:  Date: 25 August 2026 	ALL PLANET COMPANY LIMITED บริษัท ออล แพลนเน็ต จำกัด Registration No.: 0205552013237 Head Office: 99/498 Moo 10, Nong Prue, Bang Lamung, Chonburi, Thailand Tourism License No.: 12/03516 Authorized Director: Chalita Silyaski (signature together with company seal) Signature:  Company Seal:  Date: 25 August 2026

Attachments

Attachment 1. Copy of ALL PLANET COMPANY LIMITED Tourism Business License No. 12/03516.

Attachment 2. Copy of Desert Company LLC Business License No. 2427815.01.

Contract file document. DBD Company Certificate / หนังสือรับรอง for ALL PLANET COMPANY LIMITED, Registration No. 0205552013237. If the certificate issued on 31 August 2026 is used, it is a subsequent due-diligence document and should not be described as an attachment existing on the execution date of 25 August 2026.