

AGREEMENT

For selling Blue Air services

Concluded between:

SC BLUE AIR – AIRLINE MANAGEMENT SOLUTIONS SRL, based in Romania, Bucharest, address Sos. Bucuresti-Ploiesti, no. 42-44, Complex Baneasa Business & Technology Park, Building A, Wing A1, 3&4 Floor, Bucharest 1, registered under no. J40/5103/2013, unique registration number RO31525574, having the following bank accounts RO64BTRLRONCRT0400091301, RO14BTRLEURCRT0400091301, RO18BTRLUSDCRT0400091301, RO69BTRLGBPVRT0400091301, opened at Banca Transilvania, represented by **Gheorghe Racaru** as **General Director**, hereinafter referred to as "**Blue Air**",
and

The Agency registered on Blue Air's website, hereinafter referred to as **Agent**.

1. Definitions

Agreement: The document that stipulates the obligations and rights between Parties.

Agent: Authorised agency that accepts and signs this Agreement as well as those work points controlled by it. The work points, the branches and/or the agencies of an Authorised Agency shall be assigned separate codes and passwords to access the Booking Engine provided the Agent writes them down in the Registration Form and they form a sole legal person.

Itinerary/Airline ticket: The passenger's documents that indicate his/her name, the booking code, the route, the date and time of departure as well as any other relevant information for the trip.

Booking Engine/Reservation system: Internet-based booking engine operated by Blue Air.

Call Centre: Reservation and Information centre operated by Blue Air, as per the phone numbers indicated on the website: <http://www.blueairweb.com/>

Conditions of Carriage: The conditions mentioned on the travelling ticket/itinerary regarding the transportation of passengers as well as in the „Terms and Conditions of Carriage of Blue Air”, as displayed on Blue Air's website, on the „Conditions of carriage” page, which can be changed or filled in by Blue Air without sending a prior notification to the Agent.

Group: A number of minimum 10 passengers travelling together on an established route. For groups with less than 10 passengers, the reservations can be made by the Beneficiary, at the individual price available in our system.

On-line registration: Registration of the Agent and its selling agencies; meaning supplying data through Blue Air's website (<https://www.blueairweb.com/en/gb/travel-agents/>) according to the instructions given. Following the registration on the website by filling in the Registration Form, acceptance of the present Agreement and the Terms and Conditions of Carriage of Blue Air, the Agent shall receive by e-mail the registration confirmation and the dedicated username and password to access the reservation system of Blue Air.

Passenger: The person named on the itinerary/airline ticket issued upon payment of the applicable fare.

Special Services: Support services for the passengers who need special attention (persons with reduced mobility, unaccompanied underage children, etc) and for transportation of oversized luggage.

2. Validity term of the Agreement:

- 2.1. The Agreement enters in force and shall be effective between Blue Air and the Agent from the registration confirmation date for an indefinite period of time, until either party terminates the present agreement giving a prior written notice of 15 days.

3. Scope of the Agreement:

- 3.1. Blue Air gives the Agent the right to sell the services performed by Blue Air, on the tariffs applied by Blue Air (i.e. Agent will conclude contracts between passengers and Blue Air for carriage by air, in accordance with the applicable laws and international treaties and the Terms and Conditions of Carriage of Blue Air).
- 3.2. Agent accepts to pay to Blue Air the value of the services sold as agreed in the present agreement. Booking transactions shall be made through the booking engine operated on the website of Blue Air or through the Call Centre.

4. Obligations of Blue Air

- 4.1. Following the online registration of the Agent, Blue Air shall issue and confirm the usernames and passwords to Blue Air's reservation system in order to facilitate the Agent's access to the booking engine.
- 4.2. Once the payment is confirmed in the reservation system by using credit/debit card, Blue Air shall automatically confirm the booking. In case the payment processing platform considers that the transaction is suspect, the payment will not be confirmed and a notification will be sent to the e-mail address mentioned in the booking, and the reservation will have the status „Awaiting Customer Action”.
- 4.3. Blue Air publishes its applicable fares and conditions of carriage on its website: www.blueairweb.com.
- 4.4. Blue Air undertakes to ensure the services offered following the acquisition of the tickets.
- 4.5. Blue Air will inform the Agent of any delays or itinerary changes (hour / date), excluding those caused by unforeseen circumstances (force majeure), through e-mail or SMS, using the contact details provided during the booking process. Blue Air undertakes the responsibilities for all possible passengers' claims due to any delays or itinerary changes that were not communicated to the Agent.
- 4.6. Blue Air undertakes to ensure that the information inscribed on the passenger's travel tickets issued by the Agent is accurate. If there are any information mistakenly wrongly inscribed on the travel tickets, Blue Air undertakes the responsibilities for all possible passengers' claims due to this cause.
- 4.7. Blue Air will handle and settle all claims and complaints relating to its services within 60 days from receipt.
- 4.8. Blue Air authorizes the Agent to operate changes on the bookings, respectively date changes, name and route changes according to the conditions published on the website www.blueairweb.com.
- 4.9. Should the passenger be entitled to a refund according to Blue Air's Terms and Conditions of Carriage and the European Regulations on passenger's rights, the parties will act as follows:
- a) If the passenger contacts the Agent, the Agent shall contact the Agencies Support Department via an e-mail at infoagentii@blueair.aero, in which he will submit the documentation required in order to resolve the case. In this case, Blue Air will refund the money using the same method used by the Agent for payment, and the Agent shall reimburse the passenger.
 - b) In the exceptional case in which the passenger cannot contact or does not wish to contact and cooperate with the Agent and sends the request for reimbursement directly to Blue Air, the Company will reimburse the passenger the amount collected from the Agent for the purchased transport services on behalf of the passenger. Reimbursement will be made by bank transfer in the passenger's account.

5. Obligations of the Agent

- 5.1. The Agent shall act with regard to Blue Air's interests, according to the applicable national and international laws, instructions and Terms and Conditions of Carriage of Blue Air.
- 5.2. Based on this Agreement, the Agent is entitled to conclude a contract for carriage by air on behalf of Blue Air, according to the Terms and Conditions of Carriage of Blue Air, applying the fare provided by Blue Air. The Agent must not deflect from or amend the aforementioned conditions. The Agent undertakes to be aware of the Terms and Conditions of Carriage of Blue Air at the moment of selling Blue Air services.
- 5.3. The Agent shall be responsible for booking the seats, requesting the special services and for the payment of the fare to Blue Air.
- 5.4. The Agent has the obligation to pay to Blue Air the total value of the ticket for the air transportation when finalizing each transaction.
- 5.5. The Agent has the obligation to obtain and keep the contact data required for identifying passengers (first name, last name, address, personal mobile phone numbers, e-mail) and shall use it only in the scope of the present Agreement, not being authorized to use this data for any other purposes.

5.6. The Agent has the obligation to fill in the data requested by Blue Air's Reservation System for itself and for the passenger for whom the airplane ticket is being issued (such as: first name, last name, phone, mobile phone, e-mail, nationality, etc).

5.7. The Agent is responsible for correctly informing the passengers regarding the regulations in force concerning air transportation as well as regarding the Terms and Conditions of Carriage of Blue Air, and will be responsible for the veracity and validity of such information.

5.8. The Agent is responsible of contacting each passenger to whom it sold airplane tickets and inform them regarding any schedule changes, travel conditions or any other different situations about which he was informed either by e-mail or phone by Blue Air.

5.9. In the cases in which Blue Air refunded a certain amount of money to the Agent, in accordance with the Terms and Conditions of Carriage of Blue Air as well as the European Regulations, the Agent shall become solely responsible to refund the respective amount of money to the passenger, but only after receiving Blue Air's written approval for that specific case.

5.10. In the cases in which there are passengers that were not informed/notified by the Agent regarding the modifications/changes Blue Air made, the Agent accepts and undertakes to pay all expenses and any other costs that arose from his lack of notification to the passengers.

5.11. The Agent is responsible of any damages caused by:

- a) Lack of, or bad communication between the Agent and the Passenger;
- b) Acts of negligence, or omissions caused by unwillingness of the Agent, his representatives or persons acting in his name.

5.12. The Agent shall not assign, transfer or delegate its rights or obligations under this Agreement without the prior written consent of Blue Air.

5.13. The Agent shall communicate to Blue Air all news and information that circulates in the market that concern Blue Air and understands that such information can be confidential. Moreover, the Agent has the obligation to make known this paragraph to all its employees, branches and to the persons from its structure that become aware of such information.

5.14. The Agent shall hand over the itinerary provided by Blue Air to the passenger or to the person paying for the carriage. Instead of the itinerary provided by Blue Air, the Agent may hand over an itinerary prepared by him, based on the original itinerary provided by Blue Air. Should the Agent hand out an itinerary prepared by him, the itinerary shall contain the confirmation code provided by Blue Air and all information relating to the carriage by air (such as: date of travel, place of departure, place of destination, time of departure, time of arrival) and the conditions of the agreement. If an itinerary prepared by the Agent is provided, the Agent shall be liable for the correctness of the information contained therein. If Blue Air is obliged to fulfill payment for third parties due to the misinformation contained in the itinerary prepared by the Agent, the Agent declares that it will take responsibility for such payments. The Agent will take full responsibility and enter into proceedings if Blue Air is cited to court in cases such as this. If the information set out in the itinerary prepared by the Agent is incorrect due to the incorrectness or incompleteness of the information provided by Blue Air, Blue Air will be responsible for all relating claims.

5.15. The Agent has the obligation to promote Blue Air products to the public by displaying the promotional materials provided by Blue Air in places with good exposure, having the prior consent, if the Agent's policy allows marketing/advertising activities.

5.16. At the termination of the present Agreement, the Agent undertakes to return to Blue Air, in maximum 10 business days, all the promotional materials that can be associated with Blue Air.

6. Liability of the Parties

6.1. Both Parties shall act according to duty of care expectable from companies knowing and acting in airline industry and with full compliance with applicable laws.

6.2. Both Parties declare that they are legally registered companies in their country of residence.

6.3. Both Parties declare that they are not undergoing any bankruptcy or liquidation process and they do not need any authorization from any third party or authority to conclude this agreement.

6.4. Both Parties declare that they are not under any limitation, whether legal or contractual, that will in any way interfere with its full, prompt and complete performance of its obligations under this agreement.

6.5. In case the Agent does not respect the terms of the present Agreement, the access to Blue Air's Reservation System will be restricted with immediate effect.

6.6. The parties undertake to perform the contractual obligations in a timely manner. The party responsible for total or partial non-compliance or for the defective performance of any of the contractual clauses, owes the other party material damages, calculated in terms of the prejudice caused by the breach of the agreement terms.

7. Accounting

- 7.1. Bimonthly, Blue Air shall issue an invoice covering all the amounts paid by the Agent, with credit/debit card.
- 7.2. The invoice shall be issued on the 16th of each month and on the 1st of the following month and will be sent by e-mail at the address indicated by the Agent at the moment of registration.
- 7.3. If the invoice is not received on the above mentioned dates, the Agent shall inform in written Blue Air within 24 hours using the following e-mail address: blueair.facturi@blueair.aero. The invoice shall be considered received by the Agent if by reaching the deadline mentioned above Blue Air shall not have received an e-mail from the Agent. Afterwards, within 3 business days, except the issuing date, Blue Air shall send the invoice by registered mail with A.R.
- 7.4. In case the Agent has any objections to the invoice, a sales report can be requested from Blue Air within 24 hours from the time the invoice was received by e-mail.

8. Termination of relations between Parties

- 8.1. The present Agreement shall automatically be terminated without the necessary intervention of a / an arbitral tribunal / court of law, if either party:
- consents to the termination of the present agreement;
 - assigns its rights and obligations stipulated in the present agreement, without the approval of the other party;
 - is declared insolvent or the liquidation proceedings (bankruptcy) were initiated, before the beginning of execution of this Agreement;
 - commits fraudulent acts, corrupt payment, and the other party finds out;
 - unilaterally terminates the present agreement giving a prior written notice of 15 days.
 - fails to perform its obligations stipulated in the present agreement, although it was notified by the other party to perform said obligations;
- 8.2. The party guilty for terminating this agreement, due to reasons attributable either to its actions / inactions, has the obligation to pay to the other party the expenses generated by the prejudices caused.
- 8.3. All liabilities of parties undertaken before the termination of agreement are deemed unpaid at due date until full fulfilment.
- 8.4. Unless Blue Air has instructed otherwise before or at the time of termination of this Agreement, all personal data, results and records of processing of such personal data must be returned to Blue Air within a maximum of 10 (ten) business days from contract termination and deleted from all devices. At the request of Blue Air, the Agent will provide written evidence of the deletion or destruction of the data within a maximum of 3 (three) days of the request.

9. Exoneratation of liability

- 9.1. Blue Air undertakes to hold harmless the Agent for the dysfunctions that appear to the services provided by Blue Air, except for the cases when such dysfunctions appear due to force majeure or are imputable to the Agent, to its branches or representatives, or may be attributable to a neglect or malice action of it.
- 9.2. The Agent declares that it is liable towards Blue Air for any complaint determined by actions of negligence or omissions of it, of its representatives or of the persons acting for and on its behalf, except for the complaints caused by Blue Air actions.

10. Governing law

- 10.1. The present Agreement is governed by the Romanian laws, and the interpretation and application of the contractual clauses is carried out in accordance with the provisions of the Romanian legislation.
- 10.2. The parties have agreed that any misunderstandings as to the validity of this agreement or resulting from its interpretation, execution or termination shall be settled in an amiable and understandable manner by their representatives.
- 10.3. If the parties cannot reach a consensus regarding the amiable settlement of disputes, it will be submitted to the competent courts in accordance with the Romanian law.

11. Protection of Personal Data

- 11.1 The agent, as empowered person, has the obligation to process the personal data necessary for the purchase of the air tickets by the customers only in connection with this Agreement and within the limits set forth in the instructions sent in writing by Blue Air, including as regards the transfer of personal data to a third country or an international

organization. If the transfer obligation is incumbent on the Agent under the applicable law, the Agent shall notify Blue Air before the processing takes place or at the latest before making a transfer if it becomes required by the law applicable during processing, unless such notification is prohibited under legal provisions of public interest. Personal Data (listed in the Privacy Policy) will only be processed by the Agent for the duration of this Agreement, but no later than the deadlines set forth in the Privacy Policy.

11.2. The Agent will only process the personal data to the extent and in the manner necessary to carry out the purpose of the processing as determined by Blue Air and will not process the personal data for other purposes or otherwise which is not reflected in the operator's instructions, which is contrary to contract or to the legislation on personal data.

11.3. Considering the state of the art and the risk of various degrees of probability and severity for the rights and freedoms of individuals, the Agent shall implement appropriate technical and organizational measures in order to ensure a level of security appropriate to the risk of processing personal data carried out and will be supported by Blue Air also in implementing technical and organizational security measures, while taking into account the nature of the processing and the information available to the Agent.

11.4. Blue Air has the right to request that all necessary information be provided by the Agent to demonstrate compliance with the data protection law obligations.

11.5. The Agent shall provide Blue Air with all possible support in fulfilling its obligations to respond to requests from the data subjects and to issues related to the exercise of the rights of the data subjects if Blue Air is unable to handle itself the rights of the data subjects or if the Agent is in direct relation with the data subjects, the Agent will take all reasonable steps to respond as quickly as possible to the requests from the data subjects and comply with the relevant instructions transmitted by Blue Air without delay and shall provide Blue Air with all necessary information in a suitable format for that purpose within a maximum of 2 (two) business days of the request of Blue Air or from the moment of contact, if any data subject directly contacts the Agent to exercise his/her rights.

11.6. In the event of a personal data security breach, the Agent shall notify Blue Air about this in writing, without delay, no later than 24 (twenty-four) hours after becoming aware of the breach.

11.7. With respect to the representatives, signatories to this Agreement, natural persons, they may consult the Privacy Policy to find out more information about their data processing in the context of the conclusion of this Agreement.

11.8 The agent will not subcontract other entities in connection with this Agreement without the prior consent of Blue Air.

11.9. The Agent shall be liable to Blue Air for the full and timely performance of all obligations incumbent upon it under this Agreement, applicable law and any other instruments agreed by the parties or applicable to the processing of personal data to which this Agreement relates, including obligations on personal data privacy and security, compliance with the limits imposed or derived from Blue Air's instructions, fulfillment of the obligations towards the data subject.

12. Confidentiality

12.1. Both parties understand and agrees that as a consequence of the parties' cooperation under this agreement, each party may receive and/or be exposed to information (technical and non-technical) from the other party ('confidential information'). Both parties agree that such confidential information shall be kept confidential and not disclosed to third parties or used for any purpose other than performing under this agreement.

12.2. However, the following shall not be considered confidential information:

- a) information which is already available to the public other than by a breach of this agreement or other breach of confidence;
- b) information lawfully received from a third party not in breach of any obligation of confidentiality;
- c) information independently developed by a party without any use of the other parties' confidential information; and
- d) information proven to be already known to the receiving party at the time of disclosure.

12.3. The non-disclosure obligations of this Agreement shall survive and shall bind the Receiving Party's legal representatives, successors and assigns for a period of five years from the termination of this Agreement.

13. Final disposals

13.1. The Agent cannot book group tickets. The group booking will be performed by Blue Air, and for this reason, the booking demands shall be sent to the Sale Department, telephone: 021.208.86.30, fax: 021.208.86.16, or required by e-mail to groups@blueair.aero. For groups under 10 persons, the bookings may be performed by the Agent, using the individual rates indicated by Blue Air's Reservation System.

13.2. The agent agrees to receive informative e-mails related to the services provided by Blue Air.

13.3. The agent will use the marketing materials received from Blue Air with a view to promote effectively its air transport services. The Agent may have the initiative to perform on its own advertising campaigns or to publish adverts related to Blue Air but their application may be performed only with the written approval of Blue Air. For the purpose of this paragraph, it is expressly stated that oral advertising, without using the Blue Air logo or brand, with a view to increase the Blue Air reputation, is not considered advertising. The Agent is allowed to use the Blue Air logo but strictly for the application of this agreement.

13.4. The marketing department of Blue Air will put at the disposal of the Agent advertising materials to be displayed or distributed in its working points. Also, pursuant to the demands received from the Agent's representatives on the e-mail address: marketing_sales@blueair.aero, the marketing department will supply the logo/layouts/patterns with a view to perform and display these in the working points of the Agent.

13.5. The advertising demands or initiatives will be sent to marketing@blueair.aero. The demands may be refused without explanations. The use of Blue Air name shall not prejudice directly or indirectly Blue Air's image. Therefore, the Agent must refrain from declaring, commenting or discussing anything that may be in the detriment of Blue Air, or may be construed as such by Blue Air.

13.6. The Agent may present itself as „Blue Air Authorised Agent” but not as General Sale Agent or to use other denominations (such as, but not limited to, Air Company Representative) which could suggest that the Agent is a Blue Air branch or may be some part of Blue Air.

13.7. Blue Air is entitled to supervise the fulfilment of this agreement, including by ad-hoc visits to the office of the Agent.

Legal Representative of S.C. BLUE AIR – AIRLINE MANAGEMENT SOLUTIONS S.R.L.

General Manager,
Gheorghe Racaru