

## Terms of Business

**Compensair Pte.Ltd**, a private company limited by shares, incorporated under the laws of Singapore under company number 201913904W and having registered office at office at 10 Anson Road #09-03, International Plaza, Singapore 079903, shall collaborate with the Agents pursuant to the Contract for client acquisition on the following terms (hereinafter – the “**Terms**”).

These Terms form an integral part of the Contract for search and client acquisition (hereinafter – the “**Contract**”).

References to certain provisions with no source given (the Contractor the Terms) are deemed to be references to the provisions of the Terms.

### 1. Main definitions

1.1. The main definitions used by the Parties:

- a. «Client»** – the consumer, who interacts with the Internet services of the Principal with reference to the Agent.
- b. «Claim»** – the Client’s claim against the air carrier and consent of the Client to personal data communication to the Principal for the purposes of claim processing.
- c. «Claim Processing»** - actions performed by the Principal in accordance with the Terms and Conditions for the purpose of recovery of compensation from the airline on the basis of Regulation 261/2004 or any other laws or regulations applicable to the particular travel.
- d. «Terms and Conditions»** – Terms and Conditions, available on the website compensair.com or if API is used, Terms and Conditions on the website of the Agent, which regulate the order of actions of the Principal regarding the Processing of the Claims and personal data of the Client.
- e. «Relevant Claim»** – a Claim, which is considered to be relevant by the Principal.
- f. «Successful Claim»** – a Claim, for which the airline transferred the money to the bank account of the Principal.
- g. «API»** – an IT system of the Agent, integrated with the IT system of the Principal, enabling the communication of Client data from the Agent to the Principal.
- h. «ID code»** - ID, personal identifier of the Agent, which enables the Principal to identify the Claims from the Clients, acquired by the Agent.
- i. «Widget»** - graph unit, posted on the website of the Agent and by means of interaction with the widget the Client submits a Claim to the Principal.
- j. «Widget Attribute»** - the name of the Widget, enabling the Principal to identify the Claims from the Clients, acquired by the Agent.
- k. «Link»** – a web link with a UTM tracking code, which leads to the start page of the Claim form on the website of the Principal.
- l. «UTM tracking code»** – a code that uniquely corresponds to the Agent and allows the Principal to identify Applications from Clients provided by the Agent.
- m. «Compensation»** – a monetary sum, to which the Passenger is entitled by law including but not limited to the amounts stated in the Regulation 261/2004 and other laws applicable to the particular travel, incurred expenses and refunds.
- n. «Reward»** – a monetary sum, which the Agent receives for the rendering of the Services.
- o. «Services»** – services of the Agent regarding the acquisition of the Clients with the Successful Claims by the Agent for the Principal by means of the Internet services.
- p. Request for the Reward** – the application which is to be completed in Personal profile of the Agent and consists of all requested bank details of the Agent and expressed consent of the Agent to transfer the accumulated Reward using presented bank details information.
- q. Personal profile of the Agent** – individual page of the Agent, assigned to the Agent after the procedure of registration and which contains the statistics of Claims that were assigned through the Agent. Personal profile of the Agent allows to make Request for the Reward and enter bank details.

### 2. Coordination arrangements

2.1. Provision of Services is to be carried out on the following terms and conditions:

- a.** By means of the button click the Client interacts with the API of the Principal on the website of the Agent and as the result of such the data of the Client, known to the Agent shall be automatically

forwarded to the Principal in accordance with the rules of part 4 of these Terms.

**b.** By means of filling out the fields of the Widget on the website of the Agent the Client files a Claim and directly forwards the data the Principal.

**c.** By means of button click the Client follows the Link provided by the Principal and lands on the start page of the Claim form on the website of the Principal, in this case he will be identified by the UTM tracking code and marked separately. No personal data is collected until the Client begins filling out the Claim form.

**d.** The data of the Client is used by the Principal for the purposes of Claim Processing.

**e.** The Principal processes the Claims in accordance with the Terms and Conditions.

**f.** In case the Principal finds that the Claim is not relevant, no obligations shall arise for the Parties.

**g.** In case the Principal finds that the Claim is relevant, the Principal will act to enforce the Valid Claim, which involves acting on behalf of the Passengers in and out of court for the Claim based on particular flights in order to collect compensation payment as well as any ancillary claims in accordance with Regulation (EC) № 261/2004 and other applicable laws and regulations.

**h.** The Principal may terminate the Relevant Claim at its discretion. In such event no payment obligation shall arise for either Party under the Contract.

**i.** The Agent is not allowed to influence or interfere in any way with the work of the Principal related to the processing, enforcement and the collection of the Claim.

### **3. Obligations of the Parties**

3.1. The Principal shall:

3.1.1. Ensure the operability of the Compensation system installed on the website of the Principal.

3.1.2. Register the Agent as the partner on the website of the Principal and assign to the Agent the ID code, the Widget Attribute, the UTM tracking code.

3.1.3. Arrange the record keeping of the visits of the website of the Principal by the Clients through the Internet resources of the Agent, as well as impose controls on the Compensation recovery process, initiated by the Clients as the result of such visits. The Principal shall provide the Agent with the reports in form of the Excel spreadsheet, containing information about all of the Clients, marked by the ID code, the Widget Attribute, the UTM mark. The exact data, which will be provided in the report will be determined later by e-mail communication between the Parties and has to be mutually agreed on.

3.1.4. Pay the Reward to the Agent under the procedure and in the amount specified under part 3 of the Contract (“**Settlement Terms**”).

3.2. The Agent shall:

3.2.1. Attract the audience of its own Internet resources to the use of the service of the Principal by means established in article 1.2. of the Contract.

3.2.2. Place the assigned ID code, Widget Attribute, UTM tracking code upon the performance of actions under article 3.2.1. In case of non-compliance with this rule, no record keeping under article 3.1.3 is done and no Reward is paid to the Agent.

3.2.3. Within 3 (three) days from the request of the Principal provide him with all of the information regarding the course of the Contract performance.

3.2.4. Perform the orders of the Principal if they are made in accordance with the art. 3.3.2 of the Terms.

3.2.5. Not modify Terms and Agreements without the written consent of the Principal.

3.2.6. Guarantee that he is not bound by the contractual obligation or any other type of the relationship with the persons, who could influence the performance of the Contract. Agent guarantees its independence and neutrality over the course of Contract performance.

3.2.7. Not enter into sub-agency agreements without the written consent of the Principal.

3.2.8. Not create unwanted traffic on the website of the Principal. By unwanted traffic is meant visits to the website of the Principal, which are conducted not for the purpose of filing of the Claim, but rather for the artificial overstatement of the indicators of the Agents or efficiency loss of the website of the Principal.

3.2.9. Refrain from unlawful action as well other actions, which could damage the business reputation of the Principal and/or Principal could be involved into litigation, judicial matter thereof includes, but is not limited to the disputes over the intellectual property rights and means of identification, disputes with consumers, disputes with authorities regarding the taxation of the Agent, as well as the procurement of permits for operation.

3.2.10. Sign and send to the address communicated by the Principal all of the documents in a hard copy, which secure the performance of the Contract, within 5 working days since the request of the Principal.

3.3. The Principal may:

3.3.1. At any time, request from the Agent the information and reports regarding the performance of the Contract as well as copies of supporting documentation.

3.3.2. Give orders to the Agent regarding the procedure and other terms of the performance of the tasks under the Contract. The orders of the Principal should be lawful, feasible and particular.

3.3.3. Press the Agent for termination of actions, which mislead the Client as to the nature of the website of the Principal and its properties.

3.3.4. Repudiate the Contract at any time by informing the Agent thereof by the means of the notice to the address stated in art. 8.7.2. of the Contract or other by other means. The contract is considered to be repudiated upon the notification thereof to the Agent.

3.3.5. Request the Agent to provide official documents validating the information about the Agent, its legal status and its banking details and/or rescind the Contract without remunerating the Agent upon the detection of misrepresentation during the registration or the performance of the Contract.

3.4. The Agent may:

3.4.1. Deviate from the orders of the Principal, if it needs to be performed in the interests of the Principal under the particular circumstances and the Agent couldn't request such information from the Principal beforehand or didn't receive any reply within 21 (twenty-one) working days since the making of the request. The Agent shall inform the Principal of the deviations as soon as it becomes possible to make the request.

3.4.2. Demand the reports under article 3.1.3. from the Principal but no more than once every 6 (six) weeks.

3.4.3. Repudiate the Contract at any time by informing the Agent thereof by the means of the notice to the address stated in art. 8.7.2. of the Contract. The Contract is considered to be repudiated by the Agent upon the notification thereof to the Principal. However, the Contract will remain in force regarding the unperformed Services under the Contract until all tasks and services are fully performed.

#### **4. Personal data**

4.1. The Principal and the Agent collect and process data in accordance with the existing data protection legislation of Singapore.

4.2. Collection of personal data through API is conducted only upon the direct consent of the Client, which is expressed through ticking «V» or «X» in the box to the left of «I accept the Terms and Conditions» of button click on «I accept the Terms and Conditions and consent to the processing of my personal data» or any similar phrase on the website of the Agent. Such consent equals to the written consent of the Client with the Terms and Conditions.

4.3. Collection of personal data through Widget and Link is conducted upon the signing of power of attorney, where the Client is expressly informed that hereby he agrees with the Terms and Conditions, which enforces the data collection policy.

4.4. Upon the consent of the Client, his data is forwarded to the Principal and is processed in accordance with the Terms and Conditions.

#### **5. Force majeure**

5.1. Should any force majeure circumstances arise, which are beyond the advance knowledge and reasonable control of the Parties, the Parties shall be exempt from the liability for the non-performance or improper performance of obligations during the operation of such circumstances or their consequences.

5.2. The Parties shall within 7 (seven) calendar days since the beginning or termination of the force majeure circumstances inform each other of its expected duration by means of the written notice signed by the authorized representative of the Parties.

5.3. The Party affected by the force majeure circumstances shall use its best possible efforts to mitigate the losses for the both Parties and in case it fails to do so in relation to the assets at its disposal, it shall be liable to the other Party for the damages incurred.

#### **6. Final provisions**

6.1. In the event that any of the provisions of these Terms are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of these Terms.

6.2. A reference to the word or a term in the singular form in the Contract or in the Terms includes a reference to such a word or a term in the plural form. A reference hereunder to the word or a term in the plural form includes a reference to such a word or a term in the singular form. This rule is applicable unless the contrary is provided in the Contract or the Terms.

6.3. As a matter of convenience, the reference to the Parties include the reference to their authorized representatives and possible successors.

6.4. The terms of the Contract are mandatory for the successors of the Parties.