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AGREEMENT  
for  
B2B CONNECT PROGRAM

Concluded between:

**SC AIR CONNECT AVIATION GROUP SA**, based in 42 – 44 Bucuresti-Ploiesti Road, Baneasa Business & Technology Park, Building A, 3rd floor, District 1, Bucharest, Romania, registered under no. J23/6200/08.10.2021, VAT: RO45032428, having the following bank accounts: **RON** RO58BTRLRONCRT0618868701, **EUR** RO08BTRLEURCRT0618868701, **USD** RO12BTRLUSDCRT0618868701, opened at Banca Transilvania, represented by Tudor Constantinescu as General Director, hereinafter referred to as "**AirConnect**",

and The Agency registered on AirConnect's website, hereinafter referred to as „**Agent**”.

### Content of the B2B Connect Program

B2B Connect Program is an online booking, management and information platform for travel agencies provided by Air Connect Aviation Group (hereinafter "AirConnect") for the purpose of selling AirConnect services. AirConnect makes B2B Connect Program available to the travel agency without charging a user fee for this.

#### 1. Definitions

**Agreement** – this document that governs the contractual relationship between the Parties, respectively stipulating the obligations and rights between Parties regarding selling AirConnect air transport services and ancillary/ special services by the Agent; the contract between the Parties.

**Agent** - natural or legal person authorized by law (authorized agent) that sells AirConnect services, acting in their own name or on behalf of AirConnect, and as well as those work points/ branches and/or the agencies controlled by the Authorized Agency.

**Itinerary/Airline ticket** – paid travel document, identified by the booking code or represented by the electronic ticket, in accordance with the booking system used, that indicates name of passenger(s), the booking code, the route, the date and time of departure, the fare and taxes, as well as any other relevant information for the trip.

**Air Connect Aviation Group S.A. / AirConnect** – the company/ airline holding a valid operating license, the provider of the services acquired by the Agent under this Agreement.

**B2B (Business to Business) Platform** - Internet-based booking engine platform operated by AirConnect dedicated to travel agents, accessible with a username and password, a platform where the Agent can issue tickets for passengers.

**Call Center** - represents the reservation and information support center, reachable by calling the phone numbers indicated on the official website of the Airline, meaning <https://air-connect.com/en/agency-registration>.

**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 AirConnect”, as displayed on AirConnect's website, on the „Conditions of Carriage” page, <https://air-connect.com/en/travel-conditions>. AirConnect reserves the right to change the Conditions of Carriage by publishing them on the website, without sending a prior notification to the Agent.



**Group** - A number of minimum 10 passengers travelling together on the same route and travel dates, on the basis of an agreement with the airline.

**Online registration in the B2B Platform** - Registration of the Agent represents supplying data requested in the form available through AirConnect's website <https://air-connect.com/en/agency-registration>. 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 AirConnect, the Agent shall receive by e-mail the registration confirmation and the dedicated username and password to access the B2B Connect platform.

**Passenger** - The person holding an AirConnect ticket bought through the Agent according to this Agreement.

**Additional Services** – any product and service for the passengers, related to air transport, ancillary to air transport, product and services offered by AirConnect or by third parties (for example: transport of baggage, sports equipment, pets, extra legroom, meals, hotel, and transfer services, etc.).

**Special Services** – assistance for passengers who need special attention (persons with reduced mobility, unaccompanied minors, etc.) and transport of oversize baggage.

## 2. Validity term of the Agreement

The Agreement enters in force and shall be effective between AirConnect and the Agent from the registration confirmation date for a generally unlimited period of time, subject to a B2B Connect program termination, blocking of a user access by AirConnect or following Agent's request of closing the access to the B2B Platform.

## 3. Scope of the Agreement

3.1. Through this Agreement, the Agent, acting on their own name and on the behalf of AirConnect, is authorized to buy air transport services and any product and service for the passengers, related to air transport from AirConnect through the B2B Platform in order to sell them to Agent's clients.

3.2. For this scope, after the online registration, AirConnect gives the Agent a non-exclusive license to access the B2B Platform (username and password). The Agent will buy tickets at the available price and will pay using credit or debit card or other payment methods agreed upon between the Parties. Thus, the final client (the passenger) will buy AirConnect tickets from the Agent.

3.3. A transport agreement is concluded when the AirConnect services are bought between the air carrier and the passenger, agreement in accordance with the Terms and Conditions of Carriage available on the AirConnect website.

3.4. The Agent has the right to make transactions between passengers and AirConnect on the basis of this Agreement, to provide the services performed by AirConnect, in accordance with the applicable laws and international treaties and the Terms and Conditions of Carriage of AirConnect.

## 4. Rights and Obligations of AirConnect

4.1 Following the online registration of the Agent, AirConnect shall issue and confirm the unique usernames and passwords for the B2B Platform, in order to facilitate the Agent's access to the platform.

4.2 If necessary, following the issuance of the unique access credentials for the Agent, the Agent will have the possibility to generate additional access credentials (username and password) for its employees, credentials which will be registered within AirConnect system as sub-users of the Agent.



4.3 In case the Agent will generate access credentials for different legal entities, the Agent will be fully responsible that the sub-agents will comply with the terms of this Agreement.

4.4 Once the payment is done using credit/debit card or through other payment methods prior agreed upon between the Parties, AirConnect 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 Agent and AirConnect, and the booking will not be confirmed.

4.5 Once the booking issued by the Agent is confirmed, AirConnect shall automatically email the booking to the email address provided. The booking will include the booking code, all relevant travel information (flight date, route, departure hour) and payment confirmation. The Agent must make sure that they received the booking and payment confirmation on the email address provided, and if these documents were not received the Agent must contact AirConnect through the form available on the website on <https://air-connect.com/en/help-contact> or the Call Center to inform AirConnect about the situation and receive a resolution.

4.6 AirConnect authorizes the Agent to operate changes on the bookings, respectively date changes, name, and route changes according to the Conditions of Carriage.

4.7 AirConnect 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. In case AirConnect has no contact details for the Agent (for reasons not attributable to the air carrier), AirConnect disclaims any liability arising from any possible delays or itinerary changes.

4.8 In case of claims/ requests from the Agent or passengers regarding AirConnect services, the air carrier will reply to these claims/ requests in 30 (thirty) days from the moment the claim/ request is received, according to company policies and the Conditions of Carriage.

## **5. Rights and Obligations of the Agent**

5.1 The Agent must fill in the requested data in the online registration form in order to receive the username and password to access the B2B Platform. The Agent is solely responsible to correctly manage the access information for the B2B Platform and must protect them taking all necessary measures to prevent third parties from gaining access.

5.2 The Agent must sell the AirConnect transport services on their own name and on behalf of AirConnect according to the applicable national and international laws, this Agreement and the Terms and Conditions of Carriage of AirConnect, agreed upon once the online registration in the B2B Platform was completed.

5.3 The Agent is responsible for buying transport services, additional and special services requested by the passenger and for payment of all services at the end of each transaction.

5.4 The Agent has the right to request a service fee from the passenger. If the service fee is requested, the Agent must clearly explain to the passenger that the service fee is not part of the price for AirConnect services and must appear separately on the invoice.

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, etc.) and shall use it only in the scope of the present Agreement. In accordance to this Agreement, for buying tickets and services from the B2B Platform, the Agent must fill in all the data requested by AirConnect in the booking platform regarding the Agent and the passenger for which the ticket and services are issued (first name, last name, address, personal mobile phone numbers, e-mail, etc.).

5.6 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 AirConnect and will be responsible for the veracity and validity of such information.



5.7 The Agent must provide the passenger with the booking information sent by AirConnect once the booking is issued. The Agent can provide the passenger with its own booking document created using information from the booking issued by AirConnect as long as this document includes the booking code issued by AirConnect and all travel related information (travel date, route, departure time). In case the passenger receives a booking document created by the Agent, the Agent is solely responsible for the correctness of the information included in the document and assumes responsibility for sending incorrect data. The agent accepts and undertakes to bear any damages caused to the air carrier by sending incorrect data.

5.8 The Agent must notify by any means necessary the passengers that bought tickets from them about any change in the flight schedule or in the Conditions of Carriage of AirConnect or of any other situation notified by AirConnect to the agency.

5.9 The Agent must send to AirConnect the proof that they notified passengers regarding any flight changes within 24 (twenty-four) hours from receiving the flight change information from AirConnect. In case the Agent cannot provide proof of notification or in case the passengers were not informed by the Agent of the flight changes, the Agent accepts and undertakes to pay for any expenses risen from not informing the passenger of the flight changes (for example, but not limited to accommodation, meals, other means of transport, etc.) and for any damages caused to the air carrier (including legal expenses) by not notifying the passengers. The Agent declares that is responsible for all damages caused by the lack or incorrect way of communication between the Agent and passenger, for acts of negligence, omission or ill-will of the Agent, their representatives, or other persons action on their behalf.

5.10 The Agent will inform the passenger that all claims and requests regarding AirConnect services will be sent to AirConnect to be resolved. The Agent must send to AirConnect all claims/ requests received from passengers with all necessary documents to be resolved by AirConnect according to company policies and Conditions of Carriage.

5.11 The Agent will not implement any automation instrument to interact with the B2B Platform without the written agreement of the air carrier.

5.12 The Agent understands and accepts that they cannot cede, attribute, delegate, transfer or subcontract in any way the rights and/ or obligations that are the Agent's according to this Agreement, without prior written agreement from the air carrier (whose consent will not be unjustifiably withheld).

5.13 According to article 1203 from the Romanian Civil Code, the Agent declares that they understand and accept all the provisions of article 5 and undertakes to comply with all the mentioned obligations of this article.

## **6. Payment methods and Billing**

6.1 The Agent will pay every transaction done in the B2B Platform using a debit or credit card or other payment methods exceptionally agreed upon between Parties.

6.2 Based on the payment policy of the air carrier, AirConnect reserves the right to decline for payment credit cards issued in the name of the Agent or in the name of the authorised person to act in the name of the Agent, if they were not agreed upon by AirConnect before. AirConnect reserves the right to apply payment processing fees if credit cards issued in the name of the Agent or in the name of the authorised person to act in the name of the Agent are used for payment.

6.3 For flight tickets paid with credit or debit card, the invoice(s) will be issued bi-monthly. The invoice will be issued and sent via email to the address filled in by the Agent in the online registration in the B2B Platform.

6.4 For flight tickets paid using other payment methods exceptionally agreed upon between Parties, AirConnect will issue an invoice twice a month, invoice that will include the total sum of the bookings paid



by the Agent in that period. The invoice will be issued and sent via email to the address filled in by the Agent in the online registration in the B2B Platform.

6.5 If the invoice was not received on the emailing dates mentioned above, the Agent will notify AirConnect in writing in 24 (twenty-four) hours at the email address [agent@air-connect.com](mailto:agent@air-connect.com). The invoice is considered received by the Agent if at the end of the period mentioned above AirConnect does not receive a notification regarding the invoice from the Agent.

6.6 In case the Agent has objections regarding the invoiced sum, they can request a financial reconciliation at [invoices@air-connect.com](mailto:invoices@air-connect.com).

## 7. Liability of the Parties

7.1 The Parties declare and guarantee that they will comply with all applicable international, European and national laws and regulations in the field of air transport.

7.2 The Parties declare and guarantee that they are companies legally registered in the country of residence and hold all the authorizations and approvals necessary for the valid conclusion of this Agreement.

7.3. In the event of a breach by the Agent of its obligations under this Agreement, its access to the booking system operated by AirConnect specifically for its partner agencies shall be suspended with immediate effect.

7.4. By accepting this Agreement, the Agent undertakes not to purchase AirConnect services through Business to Customer distribution channels (AirConnect website, AirConnect call center or AirConnect ticketing offices). AirConnect reserves the right to verify the correct use of B2B and B2C distribution channels in order to take the best measures to protect the common interests of the parties. If AirConnect finds a discrepancy with the use of distribution channels, AirConnect reserves the right to refuse, suspend or terminate, at any time, the access of any partner to AirConnect services.

7.5 AirConnect has no obligation and / or liability to passengers who benefit from air transportation services under this Agreement other than as required by applicable law, by this Agreement and the AirConnect Travel Conditions.

7.6. If there are any complaints / requests from passengers who have purchased AirConnect services through the Agent, the latter undertakes to send these complaints / requests to AirConnect, in accordance with Art. 5.10 above, and the Company will resolve these complaints / requests in accordance with the Company's policies and AirConnect Travel Conditions.

## 8. Termination of the Agreement

8.1 This Agreement is automatically terminated, without the need for the intervention of a court, in the following situations:

a) by mutual agreement of the Parties;

b) by unilateral denunciation by either party on the basis of a written notification sent to the other party at least 60 (sixty) days in advance, without being obliged to pay damages;

c) by termination by either party, if the other party commits a material breach of its obligations under this Agreement and fails to remedy the breach (if it can be remedied) within 15 (fifteen) days of receipt of the notification. The defaulting party shall be liable for damages in accordance with the provisions of this Agreement and the legal rules in force. To avoid any doubt, changes done by AirConnect in the operational plan (flight schedule change or flight cancellation) will not be considered a significant breach of this Agreement.

8.2 This Agreement is automatically terminated, with 15 (fifteen) days' prior notice to the Agent, without the need for court action if AirConnect decides to withdraw this distribution channel.



8.3 Termination of this Agreement in accordance with the foregoing shall not relieve either party of its obligations and liabilities assumed until the effective date of termination.

8.4 In the event that this Agreement is terminated for any reason, the Agent's access to the B2B Platform will also be interrupted.

## **9. Personal Data Protection**

9.1 To the extent that the parties process personal data for the purpose of enforcing this Agreement, each party is independently responsible for compliance with the applicable legal requirements for the lawful processing of personal data in the context of its activities carried out for the purpose of the Agreement.

9.2. If one of the parties discloses any personal data to the other party other than in accordance with the provisions of this Agreement and necessary for its execution, such data shall be deleted in accordance with the internal rules of the receiving Party and the receiving Party shall assume no responsibility for such processing, any unwanted disclosures or other incidents being the sole responsibility of the party disclosing such data, which will also release from liability and indemnify the receiving party for any damages.

9.3. The agent, as the authorized person, has the obligation to process the personal data necessary for the purchase of flight tickets by passengers, only in connection with this Agreement and within the limits established by AirConnect. The Agent will not process personal data for any other purpose or in any way not reflected in AirConnect's instructions, which is contrary to this Agreement or personal data protection legislation. Personal data entered into the AirConnect Privacy Policy will be processed by the Agent only during this Agreement, without exceeding the terms set forth in the Privacy Policy.

9.4 If during the execution of this Agreement, the receiving party must transfer personal data to third parties, the receiving party will conclude a data processing agreement (in accordance with the legal requirements provided in Article 28 of the GDPR) or an equivalent, to the extent that these third parties act as a proxy in respect of such personal data or will take such other measures as may be necessary to ensure compliance with legal requirements regarding such data processing. In all cases, prior to the subcontracting of a third party for the processing of personal data, the authorization is required by the other contracting party, except for the transmission of data to lawyers, external consultants, state institutions and authorities, as well as judicial bodies.

9.5. The receiving Party will not transfer or process any personal data outside the European Union or the European Economic Area (EEA) (from the date on which the GDPR applies on its territory), without first ensuring that any contractor concludes and complies with the Standard Contract Terms (or any other clause or agreement that can be approved by the European Commission at some interval of time) or other guarantees or other exceptions, as provided by the GDPR for these transfers.

9.6 During the execution of this Agreement, each party may collect, store, and use several categories of personal data, including name, surname, telephone number, e-mail address, signature, etc. in connection with the representatives or employees of the other party, or other persons representing that party. This data may be collected from the other party or directly from the data subject. The processing of the personal data of the data subjects mentioned above is necessary to allow the parties to conclude and execute this Agreement.

9.7 It is important that the personal data processed by each party is accurate and up to date. Each Party shall inform the other Party in the event of any change in the personal data processed in accordance with the above, to the extent that the information is relevant to this Agreement.

9.8. In the event of a personal data breach, the Agent will notify AirConnect in writing, without delay, no later than 24 (twenty-four) hours after acknowledging the breach.

9.9. The Agent is responsible to AirConnect for the full and timely execution of all obligations under this Agreement, applicable law and any other instruments agreed by the parties or applicable to the processing of personal data referred to in this Agreement, including the obligations regarding the confidentiality and



security of personal data, the observance of the limits transmitted or deriving from the AirConnect instructions and the fulfillment of the obligations towards the data subject.

9.10. Unless AirConnect has given instructions to the contrary before or at the time of termination of this Agreement, all personal data, results and records of the processing of such data must be returned to AirConnect within a maximum of 10 (ten) business days of the termination of the Agreement and deleted from all devices. At the request of AirConnect, the Agent will provide written evidence regarding the deletion or destruction of data, within a maximum of 3 (three) working days from the request.

9.11. More details regarding the privacy policy of Air Connect Aviation Group S.A. can be found by visiting the website: <https://air-connect.com/en/privacy-policy>.

## 10. Confidentiality

10.1 Each Party will keep confidential information and will not disclose to any third party without the prior written consent of the other party all information (including confidential information), whether technical or commercial, obtained or received as a result of the conclusion of this Agreement, of the fulfilment of the obligations deriving from this agreement, or regarding the negotiations, the dispositions or the object of the present Agreement.

10.2. Confidential information means any information or material held or treated as confidential by the disclosing party, whether in written, oral or other tangible or intangible form, including, but not limited to, information about the activity, operations, projects, technologies and business of the disclosing party that have been or may be disclosed by the disclosing party (or its directors, officers, employees, agencies, advisors or other representatives) to the receiving party (or its directors, officers, employees, agents, advisers or other representatives thereof), including the provisions of this agreement and any documents and information relating to or in connection with this Agreement.

10.3. Confidential information must not include information that:

- a) are or become known to the public or in the public domain without breach of this Agreement by the receiving Party;
- b) have been known by the receiving party before receiving them from the disclosing party;
- c) have been or are legally obtained by the receiving party from third parties without the obligation of confidentiality to the disclosing party;
- d) have been or are subsequently designed or discovered independently of the receiving party;
- e) are approved for disclosure by the written authorization of the disclosing party; or
- f) they must be disclosed in accordance with a requirement of the law or of a government agency, in which case the receiving party shall promptly notify the party disclosing such requirement in writing.

10.4 Confidential information of the disclosing Party may be used by the receiving Party only for the purpose of fulfilling this Agreement. The receiving Party shall not, at any time, use the Confidential Information in any way, form or manner, except for the purpose of this Agreement.

10.5. Confidential information disclosed under this Agreement shall at all times remain the property of the disclosing Party. The confidential information of the disclosing party may not be copied or reproduced without the prior written consent of the disclosing party.

10.6. Each Party shall immediately inform its employees and other persons to whom confidential information is disclosed of its obligations under this Agreement and shall take all measures deemed necessary to ensure the confidentiality of such information. Each Party shall promptly inform the other Party if it discovers a situation of unauthorized use of confidential information belonging to the other Party.

10.7. The obligations of the parties regarding the confidentiality of the information will be kept and observed after the termination of this Agreement for a period of 3 (three) years.

10.8 Penalty clause. If the Agent does not maintain the confidentiality of the information and / or documents obtained as a result of the conclusion of this Agreement and / or causes any damage to the image of



AirConnect, this Penal Clause activates and entitles AirConnect to the payment by the Agent of an amount equivalent to 5 % of the Agent's Turnover (if no further damage is proven), at the first and simple request of AirConnect, within a maximum of 3 (three) days from the receipt by the Agent of the Payment Notice. The parties understand and assume that AirConnect may demand the execution of this criminal clause without being required to prove any harm.

## **11. Force Majeure**

11.1 The parties to this Agreement shall not be liable for the failure to fulfil on time and / or the proper performance, in whole or in part, of any of their obligations under this Agreement, in case the non-execution of the respective obligation was due to a case of force majeure.

11.2. Force majeure means that event and / or circumstance independent of the will of the party invoking force majeure, unpredictable and unavoidable, occurring after the signing of the Agreement, which prevents or delays in whole or in part the fulfilment of contractual obligations, including but not limited to riots, strikes, blockades, civil unrest, civil rebellions, detentions / arrests / hostilities or imminent dangers of war between nations, civil wars, embargoes, decisions / measures of government authorities (civilian, military or de facto, of public or local authorities, including civil aviation authorities), natural disasters, fires, floods, fog, frost, storm, epidemic, pandemic, quarantine, flight restrictions, hijacking, requisitioning of aircraft by public authorities, aircraft accident, situations in which the safety of passengers or property is considered by the aircraft pilot or by the representatives of the air carrier to be in danger (provided that this result is not caused by the negligence of the parties), or any other reasons are beyond the reasonable control of either party.

11.3. The party invoking force majeure is obliged to notify the other party within 5 (five) days by registered letter and / or fax, the existence and start date of the event or circumstance considered force majeure, also sending supporting documents and a confirmation document issued by the Chamber of Commerce and Industry of Romania to certify the reality and accuracy of the facts, data and circumstances contained in the said notification. The same procedure and terms of notification and confirmation are applicable regarding the termination of the force majeure situation.

11.4 If the notification and confirmation of the commencement and / or termination of force majeure is not submitted within the time limits provided for in the preceding paragraph, the guilty party shall be liable for any damage caused to the other party by such omission. In case of force majeure notified and confirmed to the other party according to the contractual provisions, the period in which the obligations of the parties are to be executed are automatically extended by the duration of the impediment or delay caused by the situation of force majeure.

11.5. Upon receipt of the notification and confirmation provided above, both parties shall immediately consult and decide on the actions and measures to be taken in the interest of both parties, in order to limit or overcome the effects of force majeure.

11.6. The occurrence of a case of force majeure will not exempt the invoking party from the obligations assumed before the occurrence of force majeure, including the obligations to make, on due dates, the payment of amounts due for services provided by the other party prior to the occurrence of force majeure.

11.7. The Contracting Party which has been obliged / prevented from performing its obligations due to the situations provided for above, after their termination shall have to resume its fulfilment of obligations. Force majeure shall not relieve any of the parties of the obligations and responsibilities arising from this Agreement, assumed until the occurrence of force majeure.

11.8. If the aforementioned events last more than 3 (three) months, either Contracting Party may request the legal termination of this Agreement, without requiring any other formality and without any of the parties being able to claim damages from the other party.

## **12. Applicable Law**





12.1 This Agreement is governed by Romanian law, and the interpretation and application of the contractual clauses shall be in accordance with the provisions of Romanian law.

12.2. The parties agree that any misunderstanding or dispute regarding the validity of this Agreement or resulting from its interpretation, execution or termination shall be settled amicably and in good faith by their representatives. If the parties do not reach a consensus regarding the amiable settlement of disputes within 60 (sixty) days of receipt of the notification, then it shall be submitted to the competent courts in accordance with the Romanian law.

### **13. Other Clauses**

13.1 The Agent cannot issue group bookings. If the Agent receives a request from customers to make a group booking (10 or more people), they will forward the request to AirConnect, using the email address [groups@air-connect.com](mailto:groups@air-connect.com), AirConnect will send the group offer and the parties will conclude a separate contract for the carriage of groups.

Through the B2B Platform, the Agent has the possibility to send group requests to AirConnect, which will be further managed by both parties through the B2B Platform, up to the conclusion of the group offer: either by accepting the group offer, or by rejecting it.

13.2. The Agent accepts and agrees to receive informative e-mails regarding the services offered by AirConnect.

13.3. AirConnect will make available to the Agent, following a request received in this regard, promotional materials (logo / layouts) that will be displayed or distributed in the offices, branches and / or to representatives of the Agent.

13.4. The agent has the right to use AirConnect names, logos, and trademarks to promote AirConnect, provided that such use does not directly or indirectly damage the reputation of the air carrier. The Agent has the right to use the AirConnect logo strictly to enforce the provisions of this Agreement. The Agent shall refrain from statements, documents, advertisements, and publications of media releases that may harm the commercial reputation of the air carrier. Upon termination of this Agreement, the Agent will immediately discontinue the use of the AirConnect name, logos, and trademarks.

13.5 The Agent acknowledges and agrees that any intellectual property rights of any kind (including, but not limited to, those under the AirConnect brand) that exist or may exist in the format, presentation and / or content of the AirConnect website (including, but not limited to, its visual or other non-literary elements) will remain the property of AirConnect and / or its licensors.

13.6. The Agent will use the marketing materials received from AirConnect in order to make a good promotion of the air transport services offered by AirConnect. The Agent may take the initiative to carry out advertising campaigns or to publish advertisements in favor of AirConnect, but their implementation may be carried out only if the Agent has the consent of the air carrier. In the application of this paragraph, it is expressly specified that an oral advertisement, without using the logo or brand of AirConnect is not considered advertising in order to increase AirConnect's reputation.

13.7 The Agent may present itself as an 'AirConnect Authorized Agent' but should not call itself a General Sales Agent or use other similar names (for example, but not limited to the airline representative - GSA) which may suggest that the Agent is in any way part of AirConnect.

### **14. Final disposals**

14.1 AirConnect reserves the right to monitor the compliance with this Agreement, including through ad hoc visits to the Agent's premises or through the implementation of Agent monitoring systems on the B2B Platform. If AirConnect finds that the Agent is taking any action contrary to this Agreement, to good faith or the law, AirConnect will take any action necessary to minimize the impact of such action, including, but not limited to, the right to suspend / cancel access to the B2B Platform.



14.2. The Agent is aware and accepts that the B2B Platform may suffer technical errors that could prevent the Agent from accessing it. AirConnect will take all commercially reasonable steps to resolve such errors but will not be liable for any consequences to the Agent or passengers. The agent may report such errors to AirConnect, using the contact channels provided.

14.3. AirConnect reserves the right to amend this Agreement by notifying such changes by posting on the Company's website in the dedicated section for Travel Agencies and by the publication of a preliminary notice presenting these changes on the Company's website.

14.4 Failure to exercise or delay the exercise of any right of a party shall not constitute a waiver of that right and any singular exercise of a right shall not prevent any other exercise of that right or the exercise of any other right. It is possible to renounce a right only in writing, with the signature of the party that is obliged by the respective renunciation.

14.5. If a clause of this Agreement is or becomes unlawful, void, unenforceable or invalid, this Agreement shall be construed as if that clause was not written, and its illegality or invalidity shall not affect any other provision of this Agreement or the Agreement as a whole.

14.6. Any prior agreements between the parties, verbal or written, including those that have taken the form of a contract, shall cease to have effect from the date of signature of this Agreement. Also, all statements, guarantees made by one party to the other party and not contained in this Agreement may not be opposed.

14.7 In the event of any aspects not covered by this Agreement, the AirConnect Travel Conditions will apply.

14.8. In the event that either Party merges, consolidates or sells, or if either Party acquires or transfers all of its assets related to the execution of this Agreement, either Party shall have the right to transfer its rights and obligations under this Agreement to the purchasing entity, provided that it assumes the terms and conditions of this Agreement and is not exempt from its obligations under this Agreement.

14.9. The parties expressly and unequivocally agree that no solemn formalities are required, such as authentication, legalization, giving a certain date for this Agreement to have probative legal force in respect of contractual relations between the parties, its provisions representing the firm will, untainted and freely expressed by the parties.

14.10. The provisions of Chapters 7 - Liability, 9 - Personal Data Protection, 10 - Confidentiality, 11 - Force Majeure and 12 - Applicable Law, shall survive the termination of this Agreement for a period of 3 (three) years, in addition to any other provisions that, by their nature, should survive beyond the termination of this Agreement.

