

## **Agency contract for the client search and acquisition**

This document is the official unilateral offer of **Compensair Pte.Ltd**, a private company limited by shares, incorporated under the laws of Singapore (hereinafter the «**Principal**»), to enter into an Agency Contract for client search and acquisition (hereinafter the «**Contract**»).

A natural person or a legal entity, that accepts an offer, becomes the «**Agent**», who has entered into a Contract with the Principal on the terms provided hereinafter. The Agent and the Principal are separately referred to as the «**Party**» and together as the «**Parties**».

The Contract is deemed to be concluded upon the acceptance of the offer. The acceptance is deemed to be completed through the mouse click on the “Sign up” button upon the registration on the website of the Principal. Acceptance shall be deemed to be the consent of the Agent to enter into an agency contract with the Principal on the terms of this unilateral offer.

A number and date are given to the Contract at the moment the Principal sends the Agent a confirmation e-mail after acceptance.

By accepting the terms of this offer, the Agent also accepts the Terms of Business and the Confidential Disclosure Agreement which are located on Principal’s official website:

<https://www.compensair.com/partners.html>.

### **1. Subject Matter of the Contract**

1.1 Pursuant to this Contract, the Principal commissions the Agent in his own name to perform the services of Client acquisition by means of the Internet services for the purposes of recovery of Compensation for the Successful Claim.

1.2. Client acquisition is performed by means of:

- a.** integration of IT system of the Principal (API) into the Internet sources of the Agent,
- b.** Widget placement in the Internet-resources of the Agent,
- c.** provision of the Link in the e-mails to the Clients on the mailing list.
- d.** other additional means agreed on by the Parties.

1.3. The Agent may at his own discretion choose one or more client acquisition methods stated in article 1.2.

1.4 For the performance of the tasks under article 1.2, resulting in a Successful Claim, the Principal pays the Agent the Reward under the rules established in part 3 of the Contract.

1.5. All expenses related to the performance of the Contract and not mentioned directly in the Contract shall be borne by the Agent independently at its own expense, unless otherwise provided in the Contract.

### **2. Obligations of the Parties**

2.1. The Parties shall undertake the obligations stated in the Terms of Business.

### **3. Settlement Terms**

3.1. The payment of the Reward of the Agent for the performance of the tasks assigned under this Contract shall be provided under the following conditions:

- a.** The Agent receives the Reward only in case the Principal has received the Compensation from the airline to its bank account regarding a Successful Claim. If no Compensation is obtained regarding a particular Claim, the Principal is not obliged to transfer any money to the Agent.
- b.** The Agent receives the Reward only in case the Principal has received the compensation from the airline to its bank account regarding a Claim made by the Passenger identified by the ID code, the Widget Attribute or the UTM tracking code. If Compensation is obtained regarding a Claim made by the Agent or any other client, the Principal is not obliged to transfer any money to the Agent.
- c.** Compensations collected from the Airline after the Contract has been entered into that relate to the Claim will be regarded as having been collected as a result of efforts and activities of the Principal.
- d.** The Reward of the Agent amounts to 8 (eight) % of the total amount of Compensation collected.
- e.** The Principal shall accumulate the Reward of the Agent and transfer the lump sum of the accumulated

Reward at the request of the Agent within 5 (five) business days since the Request for withdrawal of funds is made. The Request for the Reward shall be made through Personal profile of agent.

f. Any bank or other fees for the transfer of the money under this Contract will be charged to the Reward of the Agent.

3.2. The payments regarding the Reward of the Agent shall be made in euros via a bank transfer to the account of the Agent. The payment is considered to be made and completed when the payment is debited from the bank account of the Principal.

#### **4. Confidentiality**

4.1. Each of the Parties agrees that the contents of the Contract, information and any documents exchanged by the Parties in relation to the Contract, with the exception of the information, which cannot be classified as a trade secret under the laws of Singapore, shall be deemed confidential and shall fall within the trade secret of the Parties, which cannot be disclosed without the written consent of the other Party.

#### **5. Processing of personal data of the Agent**

5.1. While entering into the Agency Contract the Agent transfers the Principal his personal data such as: company's name, name and surname of the contact person, e-mail and phone number, registration address and bank details.

5.2. The Principal is obliged to use the personal data of the Agent only for the purposes of fulfilling of the Agency Contract and for communication with him.

5.3. The Principal obtains, processes and stores personal data of the Agent under the existing data protection legislation of Singapore and General Data Protection Regulation 2016/679.

5.4. The rules established in this clause apply, inter alia, to personal data transmitted by the Principal to the Agent and by the Agent to the Principal prior to the conclusion of this Contract.

#### **6. Liability of the Parties.**

6.1. The Parties are liable for the non-performance or improper performance of obligations in accordance with this Contract and the law of Singapore to the extent not regulated by the Contract.

#### **7. Applicable Law and Dispute Resolution**

7.1. It is the intention of the Parties that this Contract and its performance, and all suits and special proceedings under this Contract, be construed with and governed, to the exclusion of the law of any other forum, by the laws of Singapore, without regard to the jurisdiction in which any action or special proceeding may be instituted.

7.2. The Parties shall attempt to resolve all disputes arising out of or in connection with the performance of this Contract, or the validity or enforceability hereof, through negotiations. In the event of occurrence of a dispute, any Party can give written notice to the other seeking amicable resolution thereof. In the event that the Parties do not resolve a dispute within thirty (30) days from the date of first written notice by one Party to the other hereunder, the matter may be referred by either Party to resolution of courts of Singapore in accordance with its rules.

7.3 Each of the Parties to this Contract irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Contract or its formation or validity.

#### **8. Duration of the Contract**

8.1. The Contract shall enter into effect from the date of its execution (signing) and shall be valid for 1 (one) calendar year. In case the Parties do not reach the agreement regarding the termination of the Contract, it will be automatically prolonged for the next calendar year.

#### **9. Final provisions**

9.1. In the event that any of the provisions of this Contract 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 this Contract.

9.2. The rights and obligations of each of the Parties hereunder may not be transferred to any third person without prior written consent of the other Party.

9.3. The Principal has a right to change the terms and conditions of this Contract unilaterally.

9.4. Declaration of the will of the Agent by means of acceptance, as well as further use of a unique link to access to the Agent's personal account on the Principal's website, whereby the Agent may effectuate legal arrangements within the framework of the Contract, are deemed by the Parties to be equivalent of a handwritten signature of the person, who is entitled to enter into and perform a Contract on behalf of the Agent.

9.5. All notices and documents as well as the exchange of information, reports and notifications shall be sent by e-mail to the following addresses:

9.5.1. For the Principal: [partner@compensair.com](mailto:partner@compensair.com)

9.5.2. For the Agent: the e-mail address indicated in the registration form in the "Contact e-mail" field on the Principal's website.

9.6. All notices and messages are valid since the day of their delivery to the address for the correspondence.

9.7. In case the addresses in 9.5 or any banking details of one of the Parties are subject to the change, the Party shall inform the other Party thereof within 10 (ten) calendar days. If otherwise, the performance of obligations by the Parties to the former banking details shall be deemed as due performance of the Contract.

9.8. No stamp or acceptance and transfer certificate is needed for the execution of the Contract and effecting payments under this Contract.