

## 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, Cladirea A, aripa A1, et 3-4. sector 1, Bucharest** registered under no. J40/5103/2013 unique registration number RO 31525574, bank account RO86BRDE445SV66224214450, opened at BRD Societe Generale 1 Bucharest, represented by **Gheorghe Racaru as General Director**, hereinafter referred to as "**Blue Air**", and  
**The Agency** registered on Blue Air's web site, hereinafter referred to as **Agent**.

### *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 web site: <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 Transport of the Blue Air company”, as displayed on the Blue Air web site, 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 the website of Blue Air (<http://www.blueairweb.com/Agencies/New>) according to the instructions given. Following the registration on the web site 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 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:** *Support services for the passengers who need special attention (persons with reduced mobility, unaccompanied underage children, etc) and for transportation of oversized luggage.*

### **Validity term of the Agreement:**

The Agreement enters in force and shall be effective between Blue Air and the Agent from the registration confirmation date for an undetermined period.

### **Scope of the Agreement:**

- ▶ Blue Air gives to the Agent the right to sell 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 applicable laws and international treaties and the Terms & Conditions of Carriage of Blue Air.
- ▶ Agent accepts to pay to Blue Air the value of the services sold as on the present agreement stipulations are agreed. Booking transactions shall be made through the booking engine operated on the website of Blue Air or through the Call Centre.

#### Obligations of Blue Air

- ▶ Blue Air shall issue and confirm the usernames and passwords to the reservation system of Blue Air in order to facilitate the Agent's access, following the online registration.
- ▶ Once the payment is confirmed in the reservation system by using credit/debit card, Blue Air confirms automatically the booking. In case the payment processing platform considers after a few minutes that the transaction is suspect, a notification is being sent to the e-mail address inserted and the booking will have the status „Awaiting Customer Action” and will not be confirmed.
- ▶ Blue Air publishes its applicable fares and conditions of carriage on its website [www.blueairweb.com](http://www.blueairweb.com) .
- ▶ Blue Air undertakes to ensure the services offered following the acquisition of the tickets.
- ▶ Blue Air will send accurate information on the passengers' travel tickets issued by the Agent. If there is any wrong information on the airline tickets' itineraries Blue Air undertakes the responsibilities for all possible passengers' claims due to this cause.
- ▶ Blue Air will handle and settle all claims and complaints relating to its services within 30 days from receipt.
- ▶ 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 web site [www.blueairweb.com](http://www.blueairweb.com)
- ▶ Should the passenger be entitled to a refund according to Blue Air's Terms & Conditions of Carriage and the European Regulation reference to passenger's rights, Blue Air will refund the money to the bank account that was used for payment. Therefore, if payment was made by the Agent's credit or debit card, money will be refunded to Agent. In this case the Agent shall arrange payment to passenger indicated by Blue Air or to the person paying for the carriage.

#### Obligations of the Agent

- ▶ Agent shall act with regard to Blue Air's interests, according to the applicable laws, national and international, instructions and Terms & Conditions of Carriage of Blue Air
- ▶ Based on this Agreement, Agent is entitled to conclude a contract for carriage by air on behalf of Blue Air, according to the Terms & Conditions of Carriage of Blue Air, applying the fare provided by Blue Air. Agent must not deflect from or amend such conditions. The Agent undertakes to be aware of the Terms & Conditions of Carriage of Blue Air” at the moment of selling Blue Air services..
- ▶ The Agent shall be responsible for selling the seats, requesting the special services and for the payment of the fare to Blue Air.
- ▶ The Agent has the obligation to pay to Blue Air the total value of the ticket for the air transportation when finalizing each transaction.
- ▶ 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 in any other purposes.
- ▶ The Agent has the obligation to fill in the data requested by Blue Air through the Reservation System for itself and for the passenger for whom the airplane ticket is being issued (first name, last name, phone, mobile phone, e-mail, nationality, etc).
- ▶ The Agent is responsible for informing correctly the passengers regarding the regulations in force concerning air transportation as well as regarding the Terms & Conditions of Carriage of Blue Air , and will ensure upon the veracity and validity of such information.
- ▶ The Agent is responsible of announcing the passengers to whom it sold airplane tickets regarding any schedule changes, travel conditions and different other situations announced by Blue Air by e-mail or phone, by contacting each passenger.
- ▶ In case Blue Air has refunded the Agent a certain amount according to the terms of Blue Air, the Agent becomes solely responsible to refund the respective amount to the passenger but only after it has the written approval from Blue Air for that specific case.
- ▶ In case there are passengers that were not informed/notified by the Agent regarding the modifications/changes occurred, the Agent accepts and undertakes to pay all expenses due to losing the flight or the flight change and any other costs caused by not informing the passengers, costs that were supported in the first place by the passenger. Agentul declara ca este responsabil de toate daunele provocate de lipsa sau modul incorect de comunicare intre Agent si Pasager.
- ▶ The Agent shall not assign, transfer or delegate its rights or obligations under this Agreement without the prior written consent of Blue Air .
- ▶ 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.

- ▶ Agent shall hand over the itinerary provided by Blue Air to the passenger or to the person paying for the carriage. Instead of itinerary provided by Blue Air, Agent may hand over an itinerary prepared by it based on the original itinerary. Should the Agent hand out an itinerary prepared by it, the itinerary shall contain the confirmation code provided by Blue Air and all information relating to carriage by air (such as: date of travel, place of departure and destination, time of departure and 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 information contained therein. Agent declares that if Blue Air is obliged to fulfill payment for third parties due to misinformation contained in the itinerary prepared by the Agent, it will take responsibility for such payments; and it will enter into proceedings if Blue Air is cited to court or to any other authorities. 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.
- ▶ The Agent has the obligation to promote to the public Blue Air products 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.
- ▶ The Agent undertakes to return to Blue Air in maximum 10 business days all the promotional materials that can be associated with Blue Air at the termination of the present Agreement.

#### Liability of the Parties

- ▶ 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.
- ▶ Both Parties declare that they are registered companies. 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 for concluding this agreement.
- ▶ In case the Agent does not respect the terms of the present Agreement, the access to the reservation system will be restricted with immediate effect.

#### Accounting

- ▶ Bimonthly, Blue Air shall issue an invoice covering all amounts paid with credit/debit card.
- ▶ 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.
- ▶ 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@blue-air.ro](mailto:blueair.facturi@blue-air.ro). The invoice shall be considered received by the Agent if by reaching the deadline mentioned 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.
- ▶ In case the agent has any objections to the invoice, it can be requested a sales report to Blue Air within 24 hours from the time the invoice was received by e-mail.

#### Termination of relations between Parties

- ▶ The present Agreement shall automatically be terminated without the necessary intervention of a / an arbitral tribunal / court of law, if either party:
  - a) fails to perform an obligation stipulated in the "Parties' liabilities" in this agreement;
  - b) is declared insolvent or the liquidation proceedings (bankruptcy) were initiated, before the beginning of execution of this Agreement;
  - c) assigns its rights and obligations stipulated in this agreement without the approval of the other party;
  - d) if one of the parties commits fraudulent acts, corrupt payment or other actions that may entail the termination of the main Agreement;
  - e) by unilateral termination by one of the parties, with a previous notification of 15 days.
- ▶ The party guilty for terminating this agreement, due to reasons attributable to it, has the obligation to pay to the other party the expenses generated by the prejudices caused.
- ▶ All liabilities of parties undertaken before the termination of agreement are deemed unpaid at due date until full fulfilment.

### Exoneration of liability

- ▶ Blue Air undertakes to hold harmless the Agent for the dysfunctions appeared to the services provided by Blue Air, except for the case when such situations are imputable to the Agent, to its branches or representatives, or may be attributable to a neglect or malice action of it.
- ▶ 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.

### Governing law

- ▶ This Agreement was drafted in terms of and under Romanian laws. Romanian law governs this agreement, and the disputes related to the issues not stipulated by it.
- ▶ Any dispute between the two parties, that cannot be settled amiably, will be submitted for settlement to the competent courts at the seat of Blue Air.
- ▶ The party who breaches the terms of this agreement owes to the other material damages, calculated in terms of the prejudice caused by the breach of the agreement terms.

### Final disposals

- ▶ The group booking will be performed by Blue Air. The booking demands shall be sent to the Sale Department, telephone: 021. 208.86.30, fax 021 208.86.16, or required by email to [groups@blue-air.ro](mailto:groups@blue-air.ro). For groups under 10 persons, the bookings may be performed by Agent, against the individual rates indicated in the system.
- ▶ The Agent agrees that Blue Air publishes its name on the website, under the heading „Blue Air Partner Agencies”, for the distribution of its air transport services.
- ▶ The logo of the Agent may be published on Blue Air website, pursuant to the approval of both parties.
- ▶ The agent agrees to receive informative e-mails related to the services provided by Blue Air.
- ▶ 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 not allowed to use the Blue Air logo but strictly for the application of the disposals of this agreement.
- ▶ The marketing department of Blue Air company 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@blue-air.ro](mailto:marketing_sales@blue-air.ro) , the marketing department will supply the logo/layouts/patterns with a view to perform and display these in the working points of the Agent.
- ▶ The advertising demands or initiatives will be sent to [marketing@blue-air.ro](mailto:marketing@blue-air.ro). The demands may be refused without explanations. The use of Blue Air name shall not prejudice directly or indirectly the Blue Air 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.
- ▶ 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.

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

Reprezentant legal al SC BLUE AIR – AIRLINE MANAGEMENT SOLUTIONS SRL

Gheorghe Racaru  
General Director

