

**THIS** Public Sub-agency Agreement for the provision of services (the “PSA”) is made by and between:

**HighPass Europe OÜ**, registry code 14732451, having its registered seat at Vahulille tee 6/2-35, 12015 Tallinn, Estonia, represented by member of the management board Oleg Laidinen (hereinafter referred to as the “**Agent**”); and

the companies hereinafter referred to as the “**Sub-agent**”); and

who are referred to collectively as the “**Parties**” and individually as a “**Party**”.

## **1. DEFINITION OF TERMS**

In this PSA, the undermentioned terms have the following meanings (except as otherwise expressly provided in the specific context):

**Companies' Services (Services)** mean services in the VIP Lounge, Business Lounge, Fast track and Meet&Greet categories and similar services provided by Companies to Passengers, the list and terms of which are specified in the Agent's Web Service.

**Company** means a business entity, a provider of Services to Passengers.

**Passenger (Passengers)** is (are) a visitor (s) of the Sub-agent's website or a consumer of the Company's Services.

**Web Service** means the website highpass.aero, where the Company's Services, explicit information, terms and conditions of the Company's Services become available for booking by the Passengers and which are integrated with the Sub-Agent's websites at the date of the execution of this PSA.

**Sub-agent's website** means websites and brand marks (whether registered or unregistered), their translation to other languages and any kind of misspelling that is confusingly similar to the specified marks which belong to Sub-agent, where the Passengers or Sub-agent can book the Services of Companies.

**Sub-agent's Personal account (PA)** means the highpass.aero online system to which the Sub-agent gets access (after entering the user's login and password) through the Web Service.

## **2. SUBJECT MATTER OF THE PSA**

2.1. Under this PSA, the Sub-agent undertakes to offer Services and conclude agreements with Passengers on the sale of the Companies' Services, or to assist in their conclusion, in accordance with the procedure and under the Agent's terms provided in this PSA.

2.2. The Agent warrants that the Sub-agent's shall be entitled to operate with the aim to sale the Services of the Companies that are stipulated in this PSA and do not require conclusion of an additional agreement and / or the executing a power of attorney.

2.3. The Sub-agent fulfills its obligations on the territory of any country of the world.

## **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### 3.1. The Sub-agent has the right:

3.1.1. to install widget of the Web Service on Sub-agent's websites;

3.1.2. to receive, in the interests of the Companies, the full cost for the Service from the Passenger in the amount specified in the Information about the Services.

3.1.3. to have access to the Web Service to fulfill the terms of this PSA.

3.1.4. to use the Sub-agent's website in order to fulfill the terms of this PSA, including posting on it information about the Companies' Services in the version in which it is posted in the Web Service.

3.1.5. at its own discretion to choose ways to exercise its powers under this PSA.

3.1.6. to request Agent for the Sub-agent's fee by providing to Agent the volume of orders and after conclusion of additional agreement.

3.1.7. to obtain the other rights arising from the terms of this PSA.

### 3.2. The Sub-agent undertakes to:

3.2.1. allow Passengers to buy Company's Services booked via the Sub-agent's websites.

3.2.2. make timely settlements with the Agent in accordance with the procedure and under the terms established by this PSA.

3.2.3. comply with the terms of the Companies' internal regulations.

3.2.4. perform other duties stipulated by this PSA.

### 3.3. The Agent has the right:

3.3.1. to require the Sub-agent to ensure high-quality performance of its contractual obligations.

3.3.2. to have other rights provided in this PSA.

### 3.4. The Agent undertakes to:

3.4.1. provide the Sub-agent with access to the Web Service via the PA

3.4.2. Promptly notify the Sub-agent that the Company has internal regulations that the Sub-agent must comply with and/or about which the Sub-agent must notify Passengers.

3.4.3. Perform other duties stipulated by this PSA.

3.5. The Agent warrants that the information on the Web Service shall be clear and understandable for Passengers. Price policy, terms of use and conditions of the Services and shall not contradict to the terms of this PSA.

#### **4. COMPANIES' SERVICES AND THEIR BOOKING**

4.1. Information about the Companies' Services is posted in the Agent's Web Service, and includes:

- type of services;
- name of services;
- price of services;
- currency of payment for services;
- booking terms;
- terms and conditions of cancellations and refusals and refund policy;
- other information.

The Sub-agent has the right to specify the cost of Services in another currency, indicating that such a price is indicative and may differ from the actual payment.

4.2. Booking of the Company's Services in the Web Service is carried out by the Sub-agent in accordance with the booking terms.

4.3. By booking the Company's Services, the Company and the Passenger are entering into an agreement and, accordingly, legal relations arise.

#### **5. CANCELLATIONS AND REFUSALS. CHARGEBACKS**

5.1. The Companies, The Sub-agents and the Passengers have the right to cancel the booking of Services (Cancellation) and to refuse the Service (Refusal).

Detailed terms of such Cancellations and Refusals are given at the Agent's Web Service in the Information about the services of each Company.

5.2. Cases and procedures for the refund of previously paid funds to Companies are listed in the Information about Services for each Company at the Agent's Web Service. By entering into agreement with Passengers either Party excludes its responsibility regarding Terms and Conditions of each particular Company's services.

#### **6. SUB-AGENT'S FEE**

6.1. The Sub-agent can request the Agent for the Sub-agent's Fee.

6.2. The amount of Sub-agent's Fee will be settled by the Agent on its own decision after providing by the Sub-agent information about its possibilities and volume of orders could be done by Sub-agent, and it will be on the basis of agreement between Parties.

6.3. In any case until the Sub-agent's Fee is not agreed by the Parties and the relevant agreement is not concluded, the Agent has no obligations to pay the commission to the Sub-agent.

#### **7. LIABILITY**

7.1. The Parties shall be liable to each other for their failure to fulfill by them the terms of this PSA.

7.2. The Parties shall be liable for the violation of their obligations, if such a violation has caused real losses to the other Party, including in connection with claims of third parties.

7.3. The Parties shall be liable to each other only for real damage caused to one Party as a result of improper fulfillment of obligations by the other Party.

The Parties shall not be liable to each other for lost profit and for moral damage.

7.4. The Parties understand that this PSA does not provide any guarantees and the Parties do not bear any responsibility to each other in relation to:

- achievement by the Parties of the goals set in relation to this PSA;
- increase in the profit of any Party in connection with the performance of this PSA or increase (change) in any other financial results;
- any violations in the operation of the Agent's Web Service and the communication systems (unavailability, failure, interruption, etc.). Agent's Web Service shall be provided on an "as is" and "as available" basis.

7.5. If one of the Parties receives any third-party complaints, the Parties must provide each other with reasonable and faithful support as well as cooperate to protect the interests of both Parties.

7.6. In case of the Sub-agent willful misconduct of the Company's terms and conditions listed on the Agent's Web Service, the Sub-agent must compensate to the Agent for all the expenses incurred by the Agent (for payment of penalties, court fees, legal assistance) within 10 (ten) working days from the moment the Agent submits the relevant court resolution and the attaches supporting documents.

## **8. CONFIDENTIALITY TERMS**

8.1. **“Confidential Information”** means secret or confidential commercial, operational, financial, marketing, technical or other information (including this PSA and information appeared during negotiations between Parties), know-how, trade secrets, all IP rights and Content, information and data with respect to the disclosing Party's products, services, customers, partners, plans, business, finances, price calculation formulas, data transferred or collected via the Web Service, information of the Sub-agent, its Affiliates, subsidiaries, officers, directors, employees, agents or representatives, notes and emails between the Parties, passwords and access keys or any other means of access to the data mentioned above; and other information in any form or medium whether disclosed orally or in writing, provided or obtained via observing of the processes, before or after the date of this PSA, together with any reproductions of such information in any form or medium or any part(s) of this information, regardless of whether it has been marked as confidential or not. Any provided Confidential Information is disclosed on “as is and as available” basis and without any warranties, express or implied.

8.2. The Confidential information shall be used by the Parties exactly for the purposes of rendering services as defined in this PSA and for no other reason whatsoever. The receiving Party shall take all reasonable precautions, and in any event, not less than those precautions used to protect its own Confidential Information, to keep the Confidential Information it receives from the disclosing Party in the confidence and to protect it from disclosure.

8.3. The Parties agree that they shall not disclose Confidential Information, or the fact of Confidential Information disclosure from the disclosing Party, to any other party, without prior written approval of the disclosing Party, except for their respective officers, directors, employees or agents, who have a commercially reasonable need-to-know of such Confidential Information. In this case, the disclosure of the Confidential Information shall be done subject to obligations equivalent to those defined in this PSA, and the disclosing Party shall enter into a nondisclosure agreement with such officers, directors, employees or agents in an acceptable form containing obligations equivalent to those set out in this Agreement. Either Party may require the provision of respective nondisclosure agreements with the officers, directors, employees or agents for compliance purposes. The receiving Party shall be fully responsible to the other Party for any breach of the terms of this PSA by any person to whom disclosure is made, as if the receiving Party has breached the terms of this PSA.

8.4. The Parties hereto agree that the Confidential Information shall not be deemed to include any information which: (i) is already known to the receiving Party before receipt of the Confidential Information from the disclosing Party through a source other than the disclosing Party, without any obligations for confidential information protection and violations of this PSA by the receiving Party, which can be proven with documents that are sufficient to demonstrate that the source of such Confidential Information is a third party; or (ii) is or becomes publicly known through no wrongful act of the receiving Party, which can be reasonably proven by the receiving Party; or (iii) is independently developed by or on behalf of the receiving Party without a breach of this PSA and without the use of the Confidential Information of the disclosing Party, which can be reasonably proven by the receiving Party; or (iv) is approved for release by the prior written authorization of the disclosing Party.

8.5. If either Party receives a request for disclosure of the Confidential Information or its part, based on a legal requirement of the competent government authority or based on a court order in force, such Party shall be deemed to have agreed as follows: (i) promptly notify the other Party of the fact of such request and supporting documents thereto; and (ii) consult with the other Party regarding feasible and legally available steps to reject or to minimize the disclosure; and (iii) disclose only such information which, according to the notice of the disclosing Party or its legal counsel, is required to provide in accordance with the applicable law; (iv) make all reasonable efforts to obtain a reliable confidentiality guarantee of the information disclosed.

8.6. Confidentiality terms remain in force for the Parties during the term of this PSA and indefinitely after its termination for any reason whatsoever. Unless agreed otherwise hereunder, the breaching Party shall reimburse the other Party in full any direct and indirect damages (loss profits, losses in the event of unauthorized disclosure that resulted in the obtaining of certain advantages by the competitors before the Sub-agent, loss of turnover or profits, loss of business reputation or brand image or repercussions thereof) incurred in connection with the breach of confidentiality terms under this PSA.

8.7. All rights to statistics of the number of Companies' Services booked, issued, returned, changed by the Sub-agent using the Web Service, as well as a system of control, analysis and processing of the data of Companies' Services shall belong to the Sub-agent and shall not constitute Confidential Information. The Sub-agent shall be entitled to use such data at its sole discretion and, in particular, to provide these statistics to the Companies at their requests, and the Agent hereby grants its explicit consent to the same.

## **9. PERSONAL DATA PROTECTION**

Each Party shall comply with applicable requirements for protection of personal data as defined by the legislation of the country of their registration and EU General Data Protection Regulation 2016/679 as of 27 April 2016 (hereinafter referred to as "GDPR") and hereby ensures that it will receive all necessary approvals and permits (and they will be valid for the term of this PSA) as required under applicable law on the protection of personal data to fulfill its obligations hereunder.

The Agent shall properly inform and obtain a required consent from Passengers to collection, use, processing, storage and transmission of personal data in accordance with applicable laws, this PSA, Annex 6 "RE Personal Data Processing" and ensure the protection of Passengers' personal data. Additional terms of personal data protection are published in the Online Booking Tool.

The Parties shall remain the Data Controllers of the Passengers' personal data in the meaning given by GDPR. The Sub-agent shall be entitled to transfer the Passenger's personal data to any country of the world and to any third party (including, without limitation, to Suppliers, agents, banks, payment system operators, etc.) only to the extent required to perform its obligations hereunder.

The Parties agreed that personal data is confidential, and they are obliged to use their best efforts to keep this information confidential as defined hereunder. The Parties shall ensure that they take required technical and organizational security measures that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access, caused by the data processing.

## **10. GOVERNING LAW AND DISPUTES SETTLEMENT**

10.1. All the relationships arisen from or related to this PSA, including related to its validity, execution, fulfilment, amendment, termination, interpretation of its terms and conditions, determination of consequences of declaring the PSA, void or violation of the PSA, terms of Services, and in the part not regulated by the Parties – shall be governed by the applicable laws of Estonia, applicable international law, business practice applicable to this type of contractual relationship, as well as instructions, resolutions, recommendations and other acts of the International Air Transport Association (IATA), and relevant international organizations governing the provision of the Services.

10.2. In case of any disputes and disagreements arising under this PSA, such disputes shall be settled by negotiations between the Parties. Either Party shall give the other Party a written notice of the dispute, setting out its nature and full particulars, together with relevant supporting documents. The directors or management of each Party shall attempt in good faith to resolve the dispute.

10.3. If the Parties are unable to settle any such dispute within 60 (sixty) calendar days upon receiving notice from the other Party, the Parties agreed that all disputes or claims arising out of or in connection with this PSA including disputes relating to its validity, breach, termination or nullity shall be resolved by Harju County Court ("Harju Maakohus") in Tallinn, Estonia according to the jurisdiction and laws of Estonia.

10.4. At the same time, this provision shall not be construed as limiting any rights, which any Party may have in addition to any other means of legal protection. Each Party shall be entitled to the other remedies available to it, including the injunctive or other provisional and request the other Party to perform/stop performing a certain action or refrain from taking certain actions in the event of any breach or threatened breach hereof.

## **11. CONTACTS AND NOTICES**

11.1. Parties undertake to cooperate in good faith and treat each other with appropriate courtesy and respect which is common between business partners of good conduct and fair business practice.

11.2. The contact information of the Agent:

E-mail: [office@highpass.aero](mailto:office@highpass.aero); [support@highpass.aero](mailto:support@highpass.aero)

## **12. PSA DURATION**

12.1. This PSA shall enter into force from the moment of Sub-agent's registration in Web Service and shall be valid for no limited period.

12.2. Each of the Parties has the right to terminate this PSA at any time and for any reason by giving a written or via email termination notice to the other Party 1 (one) month prior to such termination.