

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF AIR SERVICES

These General Terms and Conditions for the Supply of Air Services (these "General Terms") shall automatically apply to and form an integral part of any sale or agreement to sell made by the Airline of air services for the carriage of passengers and baggage (the "Air Services") to any counterparty other than to the general public through any Account Information Sheet, Account Accreditation Form, Credit Application Form or Account Specific Supply Agreement or equivalent application form, whether electronically completed or otherwise, (the "Specific Agreement"), and whether or not the Purchaser purchases the Air Services for its own account or with intent to distribute to the general public, or both.

The signature of or other form of acceptance by the Purchaser on any Specific Agreement shall be deemed for all intents and purposes to be an acceptance of these General Terms. Where there is a conflict between any provision of these General Terms and that of the Specific Agreement, the latter shall prevail, except in the case of amendments to the General Terms under Clause 19.4, in which case the latter amendment shall prevail.

1. DEFINITIONS AND INTERPRETATION.

1.1 **Definitions.** Throughout these General Terms and unless specifically defined in other provisions hereof, the following words and phrases shall have the meaning set out below:

"Agreement" means these General Terms and any Specific Agreement taken collectively, together with all schedules, appendices and annexes, if any, as the same may be amended, modified or varied from time to time in accordance with the terms hereof.

"Airline" means the airline indicated in the Specific Agreement.

"Client" refers to Corporate Accounts, Government Accounts and Foreign Government Accounts.

"Confidential Information" pertains to the Agreement, the transactions contemplated therein, all information relative to sales, pricing, business plans, marketing strategy, and policies of the Airline as may be disclosed by the Airline to the Purchaser from time to time on an as needed basis, and all other information proprietary to or received from the Airline marked as strictly confidential.

"Conditions of Carriage" refers to the Airline's current General Terms and Conditions for the Carriage of Passengers and Baggage and related travel regulations, as may be amended and/or published by the Airline from time to time on its website or elsewhere.

"Corporate Account" refers to Clients which are corporate entities or non-government organizations.

"Distributor" refers to a Preferred Sales Agent, Domestic Wholesaler, International Wholesaler and General Sales Agent.

"Domestic Wholesaler" refers to a Distributor which offers airline representation or is an authorized travel agent that provides non-exclusive Sales, distribution and marketing arm of the Airline's Air Services in a given territory in the Philippines.

"Effective Date" means the date that the Agreement comes into force and effect.

"Force Majeure" means any circumstances beyond the reasonable control of the Parties and not occasioned by the affected Party's fault or negligence and in particular, but without prejudice to the generality of the foregoing, acts of God or the public enemy, fire, explosion, earthquake, lightning, storm, hurricane, typhoon, epidemics, pandemics, failure of public services, perils of the sea, flood, drought, war, riots, sabotage, accident, embargo, government priority,

requisition or allocation or other action by any government authority, labor trouble or disputes (other than in the facility or establishment of the affected Party), or by compliance with any other order or request of government or any office, department, agency or committee thereof (singly or collectively an event of "Force Majeure").

"Foreign Government Account" refers to a government account based on or organized in a country other than the Philippines.

"General Sales Agent" refers to a Distributor which offers airline representation and provides exclusive Sales, distribution and marketing of the Airline's Air Services in a given territory.

"Government Accounts" refers to Clients which are government institutions or entities, and government-owned and controlled corporations.

"Intellectual Property Rights" means the right of the Airline in, relating to or in connection with the Air Services and/or in the course of the pursuit of its business, presently existing or acquired after the Effective Date under any applicable law to (a) copyrights, Trademarks, service marks, and trade business names, (b) trade secrets, (c) design and utility model or patent rights and other rights in designs or displays, and (d) any other proprietary rights including, without limitation, rights to grant licenses and sublicenses relating to intangible or intellectual property, including in each case rights arising under any other applications, divisions, continuations, renewals, reissues and extensions, now existing or hereafter existing, issued or acquired and wherever in the world subsisting.

"International Wholesaler" refers to a Distributor which offers airline representation or is an authorized travel agent that provides non-exclusive Sales, distribution and marketing arm of the Airline's Air Services in a given territory outside the Philippines.

"Marketing Plan" the plan for marketing and distribution prepared by the Distributor in accordance with Clause 6.6.

"Party" means the Airline or the Purchaser and **"Parties"** mean both of them;

"Person" means and includes an individual, body corporate, sole proprietorship, partnership, firm, joint venture, trust, trustee and other form of entity or organization whether or not incorporated.

"Purchaser" refers to any counterparty other than the general public which is either a Client or Distributor.

"Preferred Sales Agent" refers to an authorized travel agent that provides non-exclusive ticket sales services of the Airline's Air Services in a given territory.

"Reservation System" means Navitaire New Skies, SkyPartner, SkySpeed or the applicable Global Distribution System (GDS), as specified in the Specific Agreement.

"Security" has the meaning in Clause 8.3 of these General Terms.

"Term" has the meaning given in Clause 3.1 of these General Terms.

"Territory" means the Philippines and/or such other geographical areas as the Parties may agree in the Specific Agreement.

"Trademarks" means any trademarks or trade names (whether registered or not) or logos applied to or used by the Airline whether or not in connection with the Air Services, and any other trademarks or trade names (whether registered or not) applied to or used by the Airline as of or after the Effective Date.

1.2 Interpretation.

- (a) The headings and indices in these General Terms are for convenience only and shall not affect its meaning or interpretation.
- (b) Whenever used in these General Terms, words importing the singular number shall include the plural and *vice versa*, and words importing the masculine gender shall include the feminine gender.
- (c) References to a clause, paragraph or annex are (unless otherwise stated) refer to a clause or paragraph of and Annex to these General Terms.

2. PRIMACY OF THE GENERAL TERMS AND CONDITIONS OF CARRIAGE

2.1 The Purchaser acknowledges that all Air Services sold by the Airline are subject to the General Terms and Conditions of Carriage for Passengers and Baggage and all related travel regulations, as may be amended and/or published by the Airline from time to time on its website or elsewhere (collectively, the "Conditions of Carriage") and that the Purchaser has sufficient knowledge thereof and information thereon and accepts the same as binding and enforceable upon it. Where the distribution, sale or resale of the Air Services is allowed under any Specific Agreement, the Purchaser undertakes to ensure before processing and completing any transaction that any third party purchasing the Air Services from or through the Purchaser (the "Third Party Client") is sufficiently informed and notified of the terms of the Conditions of Carriage and has voluntarily accepted the same.

2.2 The Airline shall have no liability to the Purchaser or to any Third Party Client beyond those specifically assumed by the Airline in the Conditions of Carriage. The Airline shall not be bound by any extraneous stipulations, arrangements or understanding between the Purchaser and its Third Party Clients. Any such agreements shall be for the Purchaser's sole account and the Purchaser agrees to hold the Airline free and harmless from any claims that may arise therefrom. The Airline disclaims liability for, and the Purchaser waives any and all damages that the Purchaser may incur for any cause not otherwise contemplated in the Conditions of Carriage in relation to the carriage of the Purchaser's passengers or Third Party Clients.

3. TERM AND TERMINATION.

3.1 Unless otherwise provided in the Specific Agreement, the Agreement shall remain in force for a period of two (2) years commencing on the Effective Date (the "Term"). The Airline and the Purchaser may agree to renew the Agreement, unless earlier terminated in accordance with the provisions of the Agreement or approved by the Airline to be automatically renewed for successive twelve (12) month terms.

3.2 Notwithstanding the foregoing, the Airline may terminate the Agreement for convenience without incurring any liability to the Purchaser by service of written notice to the Purchaser at least thirty (30) days prior to the intended date of termination.

3.3 The Airline reserves the right to terminate the Agreement with immediate effect upon service of written notice to the Purchaser:

- (a) if the Purchaser has not paid and continues to fail to pay any amounts payable to the Airline under any Specific Agreement within seven (7) days of the date that the payment falls due; or
- (b) if the Purchaser is in breach (by act or omission) of any provision of the Agreement and provided the breach is capable of remedy, fails to cure the same within thirty (30) days of the Airline's written demand; or
- (c) if a substantial portion of the assets of the Purchaser's business is sold, assigned or transferred, or the Purchaser assigns the

Agreement in whole or in part without the prior written consent of the Airline, or if there is any change in the controlling interest of the Purchaser's business to any party other than to its parent company, subsidiary or affiliate; or

- (d) upon discovery by the Airline of any irregular, fraudulent, or illegal transaction entered into by the Purchaser in relation to the Agreement; or
- (e) if the franchise, permit, authorization, or license to operate of the Purchaser is revoked, cancelled or suspended for any reason; or
- (f) if the Purchaser commences an action or proceeding for insolvency, bankruptcy, receivership, reorganization, readjustment of indebtedness or makes a general assignment for the benefit of creditors, or an action or proceeding for insolvency, bankruptcy, receivership, reorganization is filed against it by any third party and such action or proceeding is not dismissed with prejudice within a period of forty-five (45) days from the date of institution thereof; or
- (g) if the Purchaser fails to follow the card acceptance guide prescribed by the relevant credit card associations, receipt of which is acknowledged by the Purchaser; or
- (h) based on the reasonable discretion of Airline on grounds of fraud and/or chargeback by the Purchaser.

3.4 Upon termination or expiration of the Agreement, the Purchaser shall, further to such obligations set forth elsewhere in the Agreement:

- (a) immediately desist from distributing or reselling the Air Services to Third Party Clients or to the general public, where such distribution and resale is authorized under the Specific Agreement, and from entering into any and all transactions contemplated by and incident to the Agreement whether or not in representation of the Airline;
- (b) promptly return to the Airline all unused documents, records or materials which are still in its possession;
- (c) promptly remit any amount due to the Airline together with any required reports and its supporting documents;
- (d) settle any outstanding obligation or liability within ten (10) days from the date of termination or expiration of the Agreement.

3.5 No termination or expiration of this Agreement shall prejudice (a) such rights and remedies that may have inured to the benefit of the Airline as of the effective termination date pursuant to the terms of the Agreement, notwithstanding the exercise by the Airline of such rights and remedies after the termination becomes effective and (b) such other rights and remedies available to the Airline against the Purchaser at law or in equity.

3.6 Clauses 4 (*Representations, Warranties and Covenants*), 11 (*Confidentiality*), 13 (*Trademarks and Intellectual Property Rights*) and 15 (*Liability and Indemnity*), all fraud or chargeback-related liabilities, and all other indemnities assumed by the Purchaser in favor of the Airline under the Agreement shall survive the termination or expiration thereof.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

4.1 Each of the Airline and the Purchaser represents and warrants to the other that:

- (a) the person/s signing or accepting the Agreement on its behalf is duly authorized and has legal capacity to execute, accept and deliver the Agreement;

- (b) the execution and delivery or acknowledgement by it of this Agreement has been duly authorized;
- (c) the execution and delivery or acknowledgement by it of this Agreement and the fulfillment of the terms and conditions hereof do not and will not result in the breach of any of the terms, conditions, or provisions of its constituent documents (e.g. articles of incorporation and by-laws, as amended) or resolutions of the directors or shareholders or any license, permit, contract, agreement, instrument, order, decree or writ issued to it or to which it is a party or by which it is bound, or constitute a default (or would with the passage of time or the giving of notice, or both, constitute a default) under any contract, agreement or instrument to which it is a party or by which it is bound; and
- (d) the Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms;

4.2 The Distributor represents and warrants to the Airline that:

- (a) it has the manpower, capital, equipment, skills and training necessary to market the Air Services of the Airline in the Territory; and
- (b) it has and shall maintain for the Term all consents, approvals, licenses, permits, if any, from time to time required or advisable to carry out and fulfill its obligations under this Agreement and to market, sell and distribute the Air Services in the Territory.

4.3 **Positive Covenants of Distributors.** At any and all times during the Term, the Distributor, shall at its expense:

- (a) Provide and maintain a suitable office in its place of business;
- (b) Employ competent, sufficient, and properly trained staff to handle sales and distribution activities for the Airline, and such other transactions contemplated by the Agreement;
- (c) Use its best effort to promote and sell the Air Services throughout the Territory;
- (d) Subscribe to the Reservation System, provide computers, printers, and other hardware with technical specification as may be required by the Airline, procure data communication services for its own account, and abide by the Airline's prescribed rules and regulations in the use of the Reservation System;
- (e) Solicit and sell Air Services of the Airline in the Territory and issue itinerary receipts and other necessary documents to be provided by the Airline, if any, and be directly responsible for the correct issuance thereof and the application of correct tariffs and taxes as notified by the Airline from time to time;
- (f) Distribute and display timetables, tariffs and publicity materials provided by the Airline in accordance with the reasonable requirements of the Airline, to the public in the Territory;
- (g) Observe and implement the Marketing Plan as may be required hereunder;
- (h) Periodically supply the Airline with competitive passenger information to, from, and within the Territory; compile and dispatch statistics and other reports as may be reasonably required by the Airline;
- (i) Handle necessary reservations and issuance of itinerary receipt;
- (j) Ensure efficient, professional, reputable and service oriented business transactions in order to enhance the reputation, business

interest and goodwill of the Airline in its relations with public and private organizations and agencies;

- (k) Make regular visits to its corporate account, and other commercial entities to ensure coverage of all sales opportunities in accordance with the Marketing Plan;
- (l) Supply weekly reports and any other information relating to matters arising from this Agreement as specified in Annex "A" of this General Terms.
- (m) Conduct its business in a manner that will reflect favorably upon the Distributor, the Airline and the Air Services, so as to preserve the goodwill, and the customers' acceptance of the Air Services, in the assigned Territory and elsewhere;
- (n) Promptly notify the Airline of any legitimate customer complaint made in connection with the Air Services sold in the Territory and make all reasonable attempts to resolve or settle such complaints to the satisfaction of those concerned if requested by the Airline;
- (o) Furnish a copy of documents requested by the authorized official/representative of the Airline;
- (p) Promptly report to the Airline any major changes in the direct and/or indirect ownership and management of the Distributor as well as any other changes in the information set forth in this Specific Agreement relating to the Distributor;
- (q) Comply with any and all applicable national or local laws, rules, regulations or ordinances and obtain any certifications, approvals, or other similar consents of any national or local government authorities, agencies or divisions thereof, or other entities created thereby, required for the Air Services to be legally sold by the Distributor in the Territory;
- (r) Bear any expenses that may be incurred in connection with the fulfillment of its obligations as provided herein, unless otherwise provided in this Agreement; and
- (s) Perform such other tasks as may be required by the Airline for the purposes of the Agreement.

If the Distributor is a General Sales Agent, the Distributor shall likewise:

- (t) Use only the Airline's authorized documents and only in the manner prescribed by the Airline.

4.4. **Positive Covenants of Clients.** At any and all times during the Term, the Client shall at its expense:

- (a) Inform the Airline of any change in its registered place of business or authorized signatories;
- (b) Subscribe to the Reservation System, provide computers, printers, and other hardware with technical specification as may be required by the Airline, procure data communication services for its own account, and abide by the Airline's prescribed rules and regulations in the use of the Reservation System.
- (c) Promptly supply reports, relevant documents and any other information relating to matters arising from this Agreement as may reasonably be requested by the Airline from time to time;
- (d) Promptly report to the Airline any major changes in the direct and/or indirect ownership and management as well as any other changes in the information set forth in this Specific Agreement relating to the Client;

- (e) Comply with all any and all national or local laws, rules, regulations or ordinances and obtain any certifications, approvals, or other similar consents of any national or local government authorities, agencies, or divisions thereof, or other entities created thereby, as may be applicable to its purchase and use of Air Services; and
- (f) Perform such other tasks as may be required by the Airline for the purposes of the Agreement.

4.5. Negative Covenants for Distributors.

The Distributor agrees that:

- (a) It shall not, during the Term of the Agreement and without the prior written consent of the Airline, appoint any sub-distributor or agent.
- (b) It shall not give any warranty, or make any express or implied agreements, guarantees or representations, or incur any obligation, in the name of or on behalf of the Airline except where the same has been specifically authorized by the Airline in writing. Any warranty or representation given, or agreement entered into, or obligation incurred by the Distributor in violation of the foregoing shall not bind nor impose any liability upon the Airline. In such case, the Distributor shall be fully responsible for all consequences arising out of its unauthorized act. The Distributor further agrees to indemnify the Airline for any loss, damage or liability which the latter may incur or suffer as a consequence thereof, without prejudice to the remedies which the Airline may avail itself of under the Agreement.

In all cases, the Distributor agrees that:

- (c) The Airline hereby expressly disclaims any obligation, responsibility or liability for any and all representations and/or warranties, express or implied, made by the Distributor, whether the same be beneficial to the Airline, except those specifically set forth in the Agreement.
- (d) All undertakings and restrictions contained in the Agreement are reasonable and valid and all defenses against the strict enforcement thereof by the Airline are hereby waived. The Distributor agrees that in the event of any breach of the covenants contained herein, monetary damages may be difficult to determine or inadequate and that the Airline shall be entitled to equitable relief, including injunctive relief in addition to whatever other rights and remedies may be available to the Airline in respect thereof.

If the Distributor is a General Sales Agent, the General Sales Agent likewise agrees that:

- (e) The General Sales Agent shall not act directly or indirectly as an agent of any other airline that directly or indirectly competes with the Airline, without the prior written consent of the Airline. Furthermore, the General Sales Agent shall not engage in any activity which will constitute a conflict of interest in its capacity as general sales agent of the Airline.

4.6 Negative Covenants for Clients.

The Client agrees that:

- (a) It shall not, during the term of this Agreement and without the prior written consent of the Airline, resell, transfer or convey the Air Services purchased from the Airline to any third party.
- (b) It shall not give any warranty, or make any express or implied agreements, guarantees or representations, or incur any obligation, in the name of or on behalf of the Airline except where the same has been specifically authorized by the Airline

in writing. Any warranty or representation given, or agreement entered into, or obligation incurred by the Client in violation of the foregoing shall not bind nor impose any liability upon the Airline. In such case, the Client shall be fully responsible for all consequences arising out of its unauthorized act. The Client further agrees to indemnify the Airline for any loss, damage or liability which the latter may incur or suffer as a consequence thereof, without prejudice to the remedies which the Airline may avail itself of under the Agreement.

- (c) The Client acknowledges and agrees that all undertakings and restrictions contained in the Specific Agreement and the General Terms are reasonable and valid and all defenses against the strict enforcement thereof by the Airline are hereby waived. The Client agrees that in the event of any breach of the covenants contained herein, monetary damages may be difficult to determine or be inadequate and that the Airline shall be entitled to equitable relief, including injunctive relief in addition to whatever other rights and remedies that may be available to the Airline in respect thereof.

5. RESERVATION AND BOOKING

5.1 Reservations may be requested in accordance with applicable tariffs provided by the Airline. If reservations are made by the Purchaser for its Third Party Clients, the Purchaser must first secure a confirmation from the Airline pursuant to the procedure prescribed in the Reservation System that a definite reservation has been made before issuing to its Third Party Client any document for any particular flight(s). The Purchaser shall be fully responsible for any transaction made in violation of the foregoing and shall indemnify and hold the Airline free and harmless from all losses and damages as a consequence thereof, without prejudice to all other remedies that the Airline may avail itself of under the Agreement, at law or in equity.

5.2 Reservations holding period is based on the fare restrictions stated in the tariff bulletin of the Airline. As may be specified in the Specific Agreement, the Airline may allow a holding period for any reservations for Air Services requested by the Purchaser through the Reservation System prior to the actual purchase and payment thereof. Upon the lapse of the holding period, any reservations made by the Purchaser will be automatically cancelled. The holding period may be adjusted by the Airline from time to time pursuant to its applicable tariffs. No holding period will be allowed for any and all reservations made for Air Services covered by the Airline's promotional activities.

5.3 The Airline will grant the Purchaser access to or through the applicable Reservation System by creating a specific account for the Purchaser and, upon the Purchaser's written request, any of its third party agents. The Purchaser must designate (and if applicable, cause its third party agents to designate) particular individuals who are authorized to transact with the Airline on the Purchaser's behalf through the Reservation System (the "Authorized Representatives") and notify the Airline accordingly. The Purchaser must ensure that only the Authorized Representatives have access to the specific transaction codes and passwords created for the Purchaser's account in the Reservation System and must take all reasonable precautions to prevent third parties or any of the Purchaser's or its third party agents' unauthorized personnel from accessing and using the Reservation System.

5.4 All transactions processed through the Reservation System using the Purchaser's and/or its third party agents' accounts and under the name of any Authorized Representative (and where payment by card is allowed in accordance with Clause 7.3, whether or not the card account is pre-registered) shall be conclusively presumed to have been duly authorized by the Purchaser, and the Purchaser will be fully liable and accountable to the Airline for the payment and settlement of such transactions.

5.5 The Purchaser agrees to use, and will cause its Authorized Representatives to use, the Reservation System strictly in accordance with the terms of use to be provided by the Airline. The Purchaser will not allow and will be fully responsible to the Airline for allowing, directly or indirectly, whether by act, omission, negligence or inadvertence, any person including without limitation its Authorized Representatives to tamper with, manipulate, hack or modify the Reservation System, or to reverse engineer, screen scratch, decompile or disassemble any software component thereof, or to otherwise use the same contrary to the purposes thereof, for any cause or intent whatsoever, whether or not the Airline suffers damage thereby or by reason thereof.

5.6 Without limiting the generality of Clause 15 of these General Terms, the Airline will not be liable to the Purchaser for any failure or malfunction of the Reservation System, or errors generated thereby or for the Purchaser's inability to use the same.

6. DISTRIBUTION AND SALE OF AIR SERVICES

6.1 The Purchaser may distribute, sell or resell the Air Services if specifically authorized under the terms of the Specific Agreement and in accordance with the General Terms.

6.2 Where a Territory is designated in the Specific Agreement, the Purchaser is authorized to distribute, sell or resell the Air Services exclusively within that Territory. Notwithstanding the authority granted to the Purchaser, the Airline reserves the right at its sole discretion (i) to appoint or authorize any other person, firm, or corporation to sell or distribute Air Services within the Territory, whether in the Airline's name or on its behalf, or as an independent distributor, (ii) to sell Air Services directly to the general public within the Territory, or (iii) to limit or expand the Territory assigned to the Purchaser.

6.3 The Purchaser is free to impose on its Third Party Clients any service or transaction fees or charges for its services, provided that the Purchaser advises its Third Party Clients that such fees or charges are not part of the selling price of the Air Services as published by the Airline. Under no circumstance shall the Purchaser represent to its Third Party Clients that any such fees or charges are imposed and collected by the Purchaser on behalf of the Airline.

6.4 The Airline may, under certain special circumstances determined solely by the Airline, allow the Purchaser to derive a commission from its sales to or enjoy a rebate on its purchases for its Third Party Clients. The applicable commission rates or rebates shall be set forth in the Specific Agreement and shall be deducted by the Purchaser from its payments and remittances to the Airline, subject to such reconciliation and settlement requirements as the Airline may prescribe from time to time. The Airline may, at any time but with prior written notice to the Purchaser, withdraw the enjoyment of any such commissions or rebates.

In case a commission is provided to the Purchaser, the Airline shall pay to the Purchaser a commission at the rates provided in the Specific Agreement for the international routes, provided the traffic documents of the Airline have been duly issued and the Airline's instructions are fully complied with. It is understood that in the case of Air Services in respect of which Airline for any reason may make or allow a refund of the whole or part of the fare or charge, or transfer of passengers to other carriers, no commission shall be payable to the Purchaser and the Purchaser shall reimburse the Airline with any commission which have been paid on such sales. Commission shall be assessed only on the amount charged for the Air Services and shall exclude any supplementary charges such as insurance, taxes, fuel surcharge or charges for excess weight or valuation charge.

6.5 The Airline agrees to honor the itinerary receipts issued by the Purchaser, whether directly or through its third party agents, provided that the same are complete and regular on its face, and have been paid in full. The Airline reserves the right not to honor any itinerary receipt which is found to have been issued as a product of a

fraudulent transaction or in violation of the terms and conditions of the Agreement. In such a case, the Purchaser shall be fully responsible therefor and shall unconditionally indemnify and hold the AIRLINE free and harmless for any loss or damage as a consequence thereof.

6.6 The Airline may, at its sole discretion, require the Distributor to prepare a Marketing Plan for its marketing and distribution of the Air Services in the Territory, consistent with the Airline's commercial strategies and objectives. The Marketing Plan shall be subject to the Airline's approval and shall be reviewed jointly by the Parties on an annual basis. The Marketing Plan shall address, *inter alia*:

- (a) Sales volume targets by (i) specified areas in the Territory, (ii) distribution channel, and (iii) period;
- (b) Pricing strategies;
- (c) Distribution strategies, objectives and programs;
- (d) Advertising and promotions strategies, objectives and programs; and
- (e) Such other information as the Airline may reasonably require.

6.7 The Distributor shall be responsible for the implementation and day to day management of the approved Marketing Plan and shall prepare periodic status reports on the progress thereof in such form as the Airline may reasonably require.

6.8 All advertising, sales, promotions, programs and materials shall require the prior written approval of the Airline. Reasonable quantities of merchandising and promotional materials may be supplied to the Distributor by the Airline from time to time at the Airline's sole discretion. Additional advertising materials may be supplied by the Airline at the Distributor's request and expense.

6.9 The Airline may from time to time, at its sole discretion and without any obligation, provide the Distributor marketing expense support in respect of the implementation of the Marketing Plan or incentives for exemplary performance in such amount as the Airline may determine.

7. PAYMENT, SETTLEMENT AND REPORTING REQUIREMENTS

7.1 Payment for Air Services shall become due from the moment that the reservation or booking is confirmed, except that the Airline may allow a longer period for payment depending on the terms of the credit line granted to the Purchaser, if any, or subject to any holding period that the Airline may allow under the Specific Agreement.

7.2 The Airline may allow payment for Air Services using any or a combination of the following payment methods:

- (a) by deposit or wire transfer of immediately available funds to the bank account designated by the Airline; and/or
- (b) with valid and current credit cards, debit cards or other analogous forms of payment issued by reputable credit card companies, banks or financial institutions acceptable to the Airline; and/or
- (c) via any bank settlement plan or any other payment and remittance plan to which the Airline may participate as the Airline may, in its sole discretion deem appropriate and convenient; and/or
- (d) through such other means as the Airline may hereafter find acceptable.

Only such payment methods as are designated in the Specific Agreement shall be available to the Purchaser.

7.3 Where the Purchaser is allowed to pay with credit cards, debit cards or other similar instruments, the Purchaser may pre-register the card accounts and card numbers with the Airline prior to their use. All pre-registration requirements and necessary supporting documents, as may be listed in the Specific Agreement, must be complied with and submitted upon pre-registration, if applicable. The Airline reserves the right to reject the use of any card or to cancel its registration without incurring any liability to the Purchaser if the account is determined to be fictitious, fraudulent or expired or if any transaction effected by the Purchaser or by any person using the card has been previously rejected by the Airline's acquiring bank. Any and all penalties, fees and chargebacks that may be imposed on the Airline arising from the acceptance of any card shall be reimbursed by the Purchaser.

7.4 All payments shall be made in the currency agreed between the Parties.

7.5 The Airline may require the Purchaser to submit reports on its sales of Air Services to Third Party Clients on a weekly or fortnightly basis in accordance with the guidelines set forth in Annex "A". The Airline may devise and implement changes in the reporting methods and schedule from time to time and the Purchaser agrees to duly comply therewith after due notice.

7.6 Any and all taxes, fees, charges or imposts that may be assessed by any relevant taxing jurisdiction on the sale of the Air Services, if not otherwise incorporated into the Airline's fares and tariffs, shall be for the account of and shall be paid by the Purchaser, except such taxes as are directly imposed on the corporate income of the Airline, which, if required by applicable tax laws and regulations, may be withheld by the Purchaser and remitted to the relevant tax authority on behalf of the Airline.

7.7 Any and all taxes that may be assessed on the Distributor's commission, service fees, transaction fees and other charges, or on account of its receipt of the benefit of any rebates, shall be the sole responsibility of the Distributor.

7.8 Any and all bank charges, fees and other expenses associated with the payment shall be for the sole account of the Purchaser.

7.9 Upon finding of any accountabilities arising from or in connection with the Agreement or under law, whether or not established after the expiration of the Term, the Airline shall deduct the amount indicated therein from the prepaid amount deposited by the Purchaser without need of prior approval of the Purchaser. This is without prejudice to the Airline's right to recover the full amount of the accountabilities of the Purchaser, if any.

7.10 Failure to claim any refundable amount from the Airline after an unreasonable length of time shall result to forfeiture without any further recourse against the Airline.

8. CREDIT LINE

8.1 The Airline may opt to extend to the Purchaser a credit line in such amount as may be provided in the Specific Agreement. For all intents and purposes, the credit line will be deemed to extend to the transactions of the Purchaser's third party agents, if any, for which the Purchaser is deemed to be responsible hereunder, to the same extent as if the transactions pertain to the Purchaser alone. If so granted, the credit line may be increased or decreased by the Airline at its sole discretion depending on credit worthiness of the Purchaser, and its compliance with the reportorial and other requirements of the Airline and its undertakings and other obligations under the Agreement.

8.2 The Airline may, in its sole discretion but acting reasonably, withdraw the credit line if at any time it becomes uncertain of the Purchaser's ability to comply with its obligations under the Agreement for any reason whatsoever, including without limitation, any impairment of the Security.

8.3 In support of the credit line extended to the Purchaser, the Airline may require the Purchaser in the Specific Agreement to provide the Airline on or before the Effective Date with sufficient and acceptable security (the "Security") through (i) a Standby Letter of Credit or Bank Guarantee issued by a reputable bank accredited by the Airline and substantially conforming to the form and containing the terms and conditions prescribed by the Airline, or (ii) a cash bond in favor of the Airline in the amount stipulated in the Specific Agreement, but in no case lower than the value of the estimated volume of transactions expected to occur between the Parties for a period of thirty (30) days.

8.4 If the Purchaser elects to provide a cash bond, the corresponding amount shall be deposited by the Purchaser to the bank account stipulated by the Airline. Should the Purchaser prefer a Standby Letter of Credit, or a Bank Guarantee, the Purchaser will ensure that the Security shall remain in full force and effect for the Term of the Agreement, and for three (3) months thereafter.

8.5 The Airline shall have the option to increase the amount of the Security, at its sole discretion but acting reasonably, upon written advice to the Purchaser.

8.6 Purchaser shall provide the Airline in a timely manner with a renewed, replaced, or extended Security and in any case no later than sixty (60) days before expiry of the existing Security.

8.7 The Airline may apply the Security to settle, partially or in full, any and all liabilities incurred or accountabilities of the Purchaser to the Airline or to third parties arising from or in connection with the Agreement or under the law.

8.8 Neither the termination of the Agreement or withdrawal of the credit line howsoever occasioned shall diminish the rights of the Airline to the amount standing as Security, and any and all amounts accruing for the benefit of the Airline up to and including the date of such termination shall continue to be guaranteed thereby.

9. ASSIGNMENT

The Purchaser shall not assign, transfer, sublet, part or delegate in whole or in part, any of its rights and obligations covered by the Agreement to any third person, juridical or otherwise, without the prior written consent of the Airline, such consent not to be unreasonably withheld. Where an assignment or transfer is made or permitted hereunder, the assignee shall be bound by the provisions of the Agreement to the fullest extent that the assignor is bound hereby. Notwithstanding the assignment, transfer or delegation of rights as may be allowed by the Airline, the Purchaser shall continue to be jointly and severally liable to the Airline for the actions of the party to whom the rights and obligations have been assigned, transferred or delegated, unless the Purchaser obtains from the Airline an express written release from these obligations.

10. CHANGE OF BUSINESS NAME OR ADDRESS

The Purchaser shall carry out all transactions contemplated in this Agreement under its own business name in any or all of all its registered offices as disclosed to the Airline. The Purchaser must inform the Airline of its intention to change its name, location, office address, or change in ownership or corporate structure at least thirty (30) days prior to the effectivity thereof. Any such change effected in contravention of the provisions hereof shall be sufficient cause for the Airline to either amend, revise or modify the terms of any authority or benefit granted to the Purchaser or to immediately terminate the Agreement.

11. CONFIDENTIALITY

11.1 The Purchaser hereby undertakes not to reproduce, distribute, transmit, transfer, or disclose to any third party, directly or indirectly, in any form, by any means or for whatever purpose, any Confidential Information of the Airline. The confidentiality requirement herein imposed shall survive the termination or expiration of the Agreement.

11.2 The foregoing provision notwithstanding, if the Purchaser is legally compelled or required by any governmental body, court, or competent authority to disclose any such Confidential Information, the Purchaser shall promptly notify the Airline so that the Airline may be able to seek a protective order or avail itself of other appropriate remedies to prevent or minimize the extent of the disclosure.

12. DATA PRIVACY

12.1 The Parties shall:

- (a) comply with the requirements of all applicable data privacy laws, rules, and regulations in all applicable and relevant jurisdictions, including but not limited to Republic Act No. 10173 also known as the Data Privacy Act of the Philippines and its implementing rules and regulations;
- (b) uphold and protect the rights of data subjects, and adhere to general privacy principles in data processing such as, but not limited to, transparency, legitimate purpose, and proportionality;
- (c) implement reasonable and appropriate organizational, physical, and technical security measures for the protection of personal data; and
- (d) conduct regular review and evaluation of policies to ensure all security measures and procedures are in place for this purpose.

12.2 In the event of any incident that may reasonably involve unauthorized access, use or disclosure of personal data, the Purchaser shall promptly notify the Airline through its Data Protection Officer at dpo@cebupacificair.com. The Parties shall take immediate measures to resolve any data breach.

13. TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS

13.1 The Purchaser expressly acknowledges the Airline's absolute ownership and/or exclusive rights to the Trademarks and other Intellectual Property Rights. The Airline reserves all rights to license the use of its Trademarks and other trade names, designs, brand names, labels and promotional slogans and/or license or sub-license the other Intellectual Property Rights. The Purchaser acknowledges that the Agreement shall not in and of itself be construed as granting to the Purchaser any license or any other interest or right in the Trademarks, the other Intellectual Property Rights or in any associated goodwill.

13.2 Where the Airline has authorized the Purchaser to use the Trademarks and other Intellectual Property Rights pursuant to a license granted under the Specific Agreement for any legal purpose, including without limitation in connection with the advertising, promotion, marketing, distribution, sale or resale of the Air Services, the Purchaser agrees that it will not (nor permit anything to be done by its officers and staff to) infringe upon or abridge the Airline's rights in the Trademarks and other Intellectual Property Rights, or use the same except as expressly allowed in writing by the Airline. The Purchaser will not directly or indirectly challenge the validity of any of the Airline's Trademarks and other Intellectual Property Rights for any purpose before any court, agency, or government authority in any

jurisdiction. The Purchaser will take all steps requested by the Airline and provide its full cooperation to ensure that ownership of, interest in and/or exclusive rights to all Trademarks and other Intellectual Property Rights in the Territory shall vest and be registered, if required, and remain vested in the Airline. The Purchaser shall execute all such documents as may be necessary or as may be reasonably requested by the Airline for this purpose and shall not register nor attempt to register any of the Trademarks or other Intellectual Property Rights in its own name or otherwise than as directed by the Airline.

13.3 Usage by the Purchaser of the Trademarks and Other Intellectual Property Rights shall at all times be in accordance with the Airline's policies as notified to the Purchaser. All use of the Trademarks, tradenames, colors, insignia and other similar identification, shall be of the highest quality obtainable and only in accordance with the graphic standards, policies and designs of the Airline. All such uses require the Airline's approval prior to any distribution or publication thereof. Where any such uses involve the creation of written, graphic or other materials protected under the law of copyright, the Purchaser shall assign to the Airline all copyright inhering therein. Where any such material has been created by third parties, the Purchaser shall cause the execution of an assignment by such third parties to the Airline of all copyright inhering therein. For this purpose, the Purchaser irrevocably appoints the Airline as its attorney and agrees to cooperate fully in obtaining title to said copyright for the Airline and recognizes and agrees to perform all acts required to accomplish this. This provision shall survive the termination or expiration of the Agreement, provided such use was commenced while the Agreement is in force.

13.4 The Purchaser shall immediately discontinue or cause to be discontinued the display or use of any Trademark or other Intellectual Property Rights or change or cause to be changed the manner in which any Trademark or Intellectual Property Right is displayed or used when requested to do so by the Airline.

13.5 The Purchaser covenants and agrees that:

- (a) The Trademarks or any other Intellectual Property Rights or any mark similar thereto shall not be used as part of the Purchaser's business, firm, trade or corporate name without the Airline's prior written consent. If any Trademark, other Intellectual Property Right or portion thereof is so used or is used by the Purchaser in signs, advertising or in any other manner, or on any other material, the Purchaser will, upon termination or expiration of this Agreement, at the Purchaser's own expense, immediately change such name and discontinue all such use and display in any manner whatsoever of the Trademarks or any other name or mark resembling such Trademarks.
- (b) The Purchaser shall not manufacture or cause the manufacture of any merchandise bearing the Trademarks without the prior written approval of the Airline, such approval to be given only under such terms as the Airline may impose.
- (c) The Purchaser shall at its expense, destroy all materials in its custody or in the custody of any of its employees, contractors, agents or representatives containing any Trademark or Intellectual Property Right, or at the request of the Airline, shall return the same to the Airline. Thereafter, the Purchaser will not use, either directly or indirectly, any Trademarks, Intellectual Property Right or any mark which may or is likely to cause confusion or mistake or mislead the public.
- (d) If the Purchaser refuses or neglects to perform its obligations under this Clause 13, the Airline shall have a cause of action for damages or injunctive relief, or both, against the Purchaser, and the Purchaser shall indemnify the Airline for all costs, legal fees and other expenses (on a full indemnity basis and net of any and all applicable taxes and charges) incurred by the Airline in connection with any such legal action.

13.6 The Purchaser shall exercise vigilance to detect any limitations, infringements, or improper or wrongful use or suspected infringements of any Trademarks or other Intellectual Property Rights in the Territory and shall immediately notify the Airline in writing of the same. The Purchaser shall exert every effort to safeguard the Trademarks and other Intellectual Property Rights in the Territory. The Purchaser shall fully cooperate with the Airline in any action the Airline may take in order to prevent or end such infringement, or improper or wrongful use or suspected infringement of any Trademark or other Intellectual Property Right.

13.7 Purchaser covenants and agrees to provide the same protection stated in this Clause to the intellectual property right, trademark or trade name of the Airline's affiliates and/or partner airlines, as if it were the Intellectual Property Right or Trademark of the Airline.

14. FORCE MAJEURE AND IMPOSSIBILITY OF PERFORMANCE.

14.1 Force Majeure.

- (a) Upon the occurrence of an event of *Force Majeure* and as a consequence thereof the Airline is prevented or impeded, or suffers interference with the delivery of, or the Purchaser is prevented, is impeded or suffers interference with the distribution, selling, reselling or marketing of the Air Services to or in the Territory, then neither the Airline nor the Purchaser shall have any claim against the other for any direct or indirect or consequential loss, injury or damage which shall include any loss of trade or profit which may be caused or sustained by either Party or any third party as a result thereof. The affected Party shall, promptly upon the occurrence of any event of Force Majeure, so inform the other Party in writing stating that such cause has delayed or prevented its performance hereunder and take all actions necessary to mitigate the adverse consequences of its delayed or prevented performance to the other Party. The affected Party shall fully and promptly commence compliance with the terms of this Agreement upon the cessation of the event of *Force Majeure*.
- (b) If the Purchaser is unable to perform its obligations under this Agreement for a continuous period of sixty (60) days by reason of *Force Majeure*, then the Parties, in utmost good faith, shall enter into discussions with a view to agreeing on such adjustments as may be mutually acceptable to continue the operation of the Agreement, failing in which the Airline may terminate the Agreement by written notice to the Purchaser.

14.2 Impossibility of Performance.

In the event that substantial performance of the Agreement is made impossible by reason of any action, order or resolution of any competent authority, the Agreement shall stand terminated forthwith, but without prejudice to liabilities and obligations accrued prior thereto.

15. LIABILITY AND INDEMNITY.

15.1 The Purchaser agrees and guarantees to defend, indemnify and hold the Airline free and harmless from and against any charges, suits, damages, costs, expenses (including legal fees on a full indemnity basis), judgment, penalties, claims, liabilities, or losses of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Airline by reason of, based upon or arising out of any breach of any obligation of the Purchaser under this Agreement or any other action of or omission by the Purchaser.

15.2 EXCEPT AS MAY OTHERWISE BE STIPULATED IN THE CONDITIONS OF CARRIAGE, THE AIRLINE MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY AS TO

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, IN RESPECT OF THE AIR SERVICES PURCHASED BY THE PURCHASER PURSUANT TO THE AGREEMENT, OR IN RESPECT OF THE RESERVATION SYSTEM AND THE USE THEREOF.

15.3 IN THE ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE AIRLINE SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OR LOSSES THAT THE PURCHASER OR ANY OF ITS THIRD PARTY AGENTS MAY SUSTAIN IN THE COURSE OF THE IMPLEMENTATION OF THE AGREEMENT ARISING FROM SUCH CAUSES OR EVENTS OTHER THAN THOSE CONTEMPLATED IN THE CONDITIONS OF CARRIAGE. WHERE THE AIRLINE IS FOUND TO BE LIABLE FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN A FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION, THE AIRLINE'S TOTAL LIABILITY SHALL NOT EXCEED THE VALUE OF THE PAYMENTS THAT THE AIRLINE ACTUALLY RECEIVED FOR THE AFFECTED TRANSACTIONS.

15.4 IN NO EVENT WILL THE AIRLINE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

15.5 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

16. INSPECTION.

The Airline reserves the right to inspect the offices of the Purchaser and its third party agents, if any, to ensure that the Purchaser is complying with the terms of the Agreement, including without limitation the conditions for the use of the Reservation System. Where the Purchaser is authorized to distribute, sell or resell Air Services to Third Party Clients, all records of the Purchaser pertaining to the marketing, sale and distribution of the Air Services shall be made available for inspection by the Airline's designated representative(s) within seven (7) days from receipt of the Airline's request. The Purchaser shall give the duly authorized representative(s) of the Airline adequate opportunity to interview and obtain information and additional records from any officer or employee of the Purchaser within the same period.

17. RELATIONSHIP BETWEEN THE PARTIES.

17.1 The Agreement shall not be construed to create an employer/employee, principal/agent, joint venture, partnership, licensor/licensee (other than as expressly provided for herein) relationship between the Parties (which in respect of the Purchaser shall be deemed to include its third party agents, if any) notwithstanding any designation of, or nomenclature used in respect of, the Purchaser in the Specific Agreement. Unless otherwise provided, neither the Purchaser nor the Airline is authorized to act or hold itself out as having authority to act as an agent, legal representative or otherwise for or on behalf of the other Party, or purport to bind or represent the other Party in any way or in any purpose. The Purchaser shall act as an independent contractor buying for itself and, if authorized by the Airline, selling in its own name for its own account and at its own risk. Where the appointment by the Purchaser of agents, wholesalers or retailers, or its employment of the services of a contractor may be desirable to enable the Purchaser to maintain adequate sales coverage, the Purchaser shall, at all times, be solely responsible for the acts, deeds or omissions of all persons, firms or companies so appointed and shall procure that the agent,

wholesaler, retailer, or contractor acts in a manner consistent with the terms of the Agreement.

17.2 The Purchaser shall hold the Airline, its shareholders, members, directors, managers, and/or employees free and harmless from any claims, loss or damage, arising from or in connection with any unpaid wages, salaries, compensation or benefits of any and all of the Purchaser's personnel, agent, or contractor acting on behalf of or under the instruction of the Purchaser for the purposes of the Agreement.

18. CONDITIONS PRECEDENT

18.1 The Airline shall be under no obligation to sell Air Services to the Purchaser unless the Purchaser submits to the Airline the following documents:

- (a) a duly accomplished Specific Agreement;
- (b) duly certified copies of the constitutional documents of the Purchaser;
- (c) a duly accomplished System Access Enrolment Form, a sample of which is attached to this General Terms as Annex "B";
- (d) copy of Board Resolution or Corporate Secretary's Certificate or Special Power of Attorney (SPA) evidencing the authority of the Purchaser to enter into the Agreement and be bound thereby, the authority of the Purchaser's signatories to execute the Agreement for the Purchaser and to bind the Purchaser thereunder, and the authority of the Purchaser and its Authorized Representatives to transact with the Airline and pursue the purposes of the Agreement, which shall be substantially in form prescribed in Annex "C" to these General Terms;
- (e) the required Security, which if other than a cash bond, shall substantially conform to the format of the document attached as Annex "D" to these General Terms;
- (f) original specimen signatures and relevant personal details of all Authorized Representatives; and
- (g) all other documentary requirements set forth in the Specific Agreement.

18.2 The Parties hereby confirm that receipt by the Airline of completed, accomplished and/or signed, whether in digital form or scanned copy of the original, of the Specific Agreement or other relevant documents, sent through an electronic form or otherwise, shall constitute receipt of the original. For the avoidance of doubt, the Parties agree that such version sent to the Airline shall be equally regarded as an original and the Airline is under no obligation to keep physical versions for evidentiary purposes.

18.3 The Purchaser undertakes to take full responsibility for any information contained in documents submitted not in the English language, or for translations thereof, whether official or unofficial, which may prove to be untrue, incorrect or misleading, and shall indemnify and hold the Airline free and harmless from any and all claims, damages, suits and liability attributable to such untrue, incorrect or misleading translations.

18.4 The Airline reserves the right to waive or modify, in the exercise of its sole discretion, any of the foregoing requirements.

19. GENERAL PROVISIONS.

19.1 *Fee Disclaimer.*

Each Party confirms that no form of inducement or reward has, or will be, offered to any employee or representative of the other party, or any related Airline, in connection with the Agreement. Either Party

may, by notice to the other, immediately terminate immediately the Agreement, upon becoming aware of a breach or violation of the foregoing confirmation.

19.2 *Notices.*

All notices or communications required under the Agreement shall be deemed to have been duly served upon the other Party when delivered personally, or upon actual receipt in case where such notice or communication was sent through a courier, or upon confirmation of transmission in case of transmittal by facsimile or e-mail, or fifteen (15) days after posting by prepaid registered mail to the party to whom such notice or communication is due, and addressed to that other Party in accordance with its notification details as indicated in the Specific Agreement.

19.3 *Entire Agreement.*

The Agreement sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, arrangements and understandings relating to the subject matter thereof. The Airline shall not be bound or be liable for any alleged representation, promise, inducement, understanding or statement of intention not so set forth therein.

19.4 *Amendment.*

The terms of the Specific Agreement may be amended, modified, superseded, or canceled, and any term or provision hereof may be waived, only in writing by both Parties, or in the case of a waiver, by the Party waiving compliance.

The General Terms may be amended at any time after the effective date indicated in the notification sent by the Airline; and shall be deemed accepted by the Purchaser within thirty (30) days from receipt of the notification. All future amendments are incorporated by reference into the Agreement.

19.5 *No Waiver.*

The failure of either Party at any time to require performance of any provision of the Agreement shall in no manner affect the right of that Party at a later time to require its performance. The waiver, whether by conduct or otherwise, by either Party of any part or provision of this Agreement or of the breach thereof in any one or more instances shall not be construed as a further or continuing waiver of such term or provision or breach thereof.

19.6 *Severance.*

Should any provision of the Agreement be declared null, void or unenforceable by any competent government agency or court, such declaration shall not affect the other provisions of the Agreement which are capable of severance and which will continue unaffected.

19.7 *Governing Law, Venue and Costs of Suit.*

- (a) The Agreement shall be governed by and construed in all respects in accordance with Philippine laws.
- (b) All controversies, disputes and actions arising out of or in connection with this Agreement shall be settled and/or litigated in the proper courts of the City of Pasay, Philippines, to the exclusion of all other venues. The Purchaser shall not contest the election of this venue on the ground of inconvenient forum.
- (c) If any legal action, suit or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach or default in connection with any provisions of the

Agreement, the prevailing Party shall be entitled to recover the reasonable attorney's fees and litigation expenses incurred in such action, suit or proceeding, in addition to any other relief to which it may be entitled.

19.8 *Own Costs.*

Except as otherwise provided, each of the Airline and the Purchaser undertakes and agrees to bear its own fees, costs and expenses in connection with the preparation, negotiation and completion of the Agreement and performance of the transactions contemplated herein.

19.9 *Counterparts.*

The Agreement may be executed in any number of counterparts and by the different Parties thereto, each of which separate counterparts when executed and delivered shall constitute an original, but all of which when taken together shall constitute one and the same document.

19.10 *Acknowledgment.*

The Parties acknowledge that they and each of them have read these General Terms in full; are cognizant of each and every one of the terms and provisions hereof and are agreeable thereto; and the signatures or digital acceptance (as applicable) of their representatives as affixed on the Specific Agreement shall be deemed for all intents and purposes to have been affixed on these General Terms, as the wholly voluntary act of the signatories thereto and that such persons were duly authorized to sign and/or accept the same.

19.11 *Attachments.*

The following annexes form an integral part of, and are inseparable from, these General Terms:

- Annex A - Reporting and Remittance Requirements
- Annex B - System Access Enrolment Form (SAEF) (or in an equivalent digital form, as may be applicable)
- Annex C - Standard Format of Board Resolution and/or Corporate Secretary's Certificate and/or Special Power of Attorney
- Annex D - Standard Format of the Standby Letter of Credit and/or Bank Guarantee
- Annex E - Data Privacy Compliance Addendum

(NOTHING FOLLOWS)