

## NON-DISCLOSURE AGREEMENT

**Compensair Pte.Ltd**, a private company limited by shares, incorporated under the laws of Singapore under company number 201913904W and having registered office at 10 Anson Road #09-03, International Plaza, Singapore 079903 (hereinafter – “Discloser”), cooperating with the Agents pursuant to the Contract for client acquisition (hereinafter – “Recipient”), enter into the Non-disclosure Agreement (hereinafter – “Agreement”) on the following terms (hereinafter – the “Terms”).

**1. Definitions.** For purposes of this Agreement the following terms have the meanings specified for them:

1.1. “**Affiliate**” means any corporation, company or other entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. An entity is regarded as in control of another or owning another if it owns or controls, directly or indirectly, fifty percent (50%) or more of the shares entitled to vote for the election of directors or other persons performing similar functions.

1.2. “**Confidential Information**” – Confidential Information is any information of the Discloser of actual or potential commercial value owing to the fact that it is unknown to third parties; disclosed by the Discloser to the Recipient in writing, by way of document delivery, including in an electronic format safeguarded from unauthorised access to the information in transit; related to business or financial plans or strategies, financial reports or accounting (except to the extent contemplated by the law), contractual relations, pricing and marketing of goods, products or services, technical information, commercial secrets, know-how, research, production plans, concepts, intellectual property items (including inventions, discoveries, innovative ideas, useful models, designs, production prototypes not covered by patent for whatever reason, computer programmes, databases, trademark designs not registered for whatever reason).

No information which has become public and to which the Discloser has provided access for third parties without limitation or which has become public other than through the fault of the Recipient (but not before it becomes publicly circulated), which the Recipient is able to prove that it had been in the possession of before it was disclosed by the Discloser or that such information was provided without liability to maintain confidentiality, will be deemed confidential.

No information which the Recipient is able to prove it has created without using Confidential Information will be deemed confidential.

1.3. “**Discloser**” means the party disclosing Confidential Information under this Agreement.

1.4. “**Recipient**” means the party receiving Confidential Information under this Agreement.

**2. Subject of the Agreement.** Parties’ obligations to maintain confidentiality of Confidential Information on the terms provided by this Agreement constitute the subject of this Agreement.

2.1. The Discloser will disclose to the Recipient confidential information related to *implementation of a service for receiving compensation for delayed and canceled flights.*

2.2. The Recipient and its Representatives having access to Confidential Information must use Confidential Information exclusively for the purposes for which Confidential Information was disclosed and not use it for any other purpose.

2.3. Neither Party will disclose the fact of existence of this Agreement without prior approval from the other Party.

2.4. The Recipient will ensure that information is stored securely and cannot be accessed by any individuals, except the Representatives, including outside business hours.

2.5. In the event that any fact of Confidential Information disclosure to third parties becomes known to the Recipient, it will contact the Discloser immediately, advising of such a fact and of any actions it is taking to reduce the damage.

**3. Permitted Use.** Recipient shall keep Discloser’s Confidential Information confidential and use Confidential Information only for the above-stated Purpose of Disclosure, or for performing its obligations or exercising its rights under this Agreement. Recipient may disclose the Confidential Information internally within its organization (including Affiliates) only on a “need-to-know” basis, and except for Cardholder Information which shall not be disclosed, to its outside attorneys, consultants, contractors and sub-contractors (“**Representatives**”), only to the extent those individuals are bound by a legal obligation or agreement that is as protective of the Confidential Information as

this Agreement. A Recipient is fully responsible for any breach of the terms of this Agreement by any of its Affiliates or Representatives. A Recipient shall use the same degree of care, but no less than a reasonable degree of care, as it uses to prevent unauthorized disclosure of its own Confidential Information. Except for the permitted uses and disclosures expressly set out in this Agreement, no other uses or disclosures are permitted.

3.1. A failure to comply with Clause 3.1 of this Agreement will serve good ground for terminating access to Confidential Information, whereby the Discloser becomes entitled to a unilateral refusal to execution of any agreements made between the Parties, by which the Recipient is to receive or has received access to Confidential Information.

3.2. In the event that the confidentiality terms in the agreements made by the Parties, by which the Recipient is to be or has been given access to the Confidential Information, and in this Agreement prove to be contradictory, the terms of this Agreement will prevail.

**4. Exceptions.** This Agreement imposes no obligation on a Recipient with respect to Confidential Information that:

(a) is or becomes publicly known through no breach of this Agreement;

(b) is rightfully received by the Recipient from a third party that has no applicable duty of confidentiality;

(c) is or becomes the subject of a patent, in which case a party shall rely upon its rights under applicable patent law;

(d) is disclosed by the Recipient with the prior written consent of the Discloser.

A party also may disclose Confidential Information if required by court order, governmental demand, or other compulsory legal process, provided that if legally permitted to do so it first notify the Discloser in writing at least ten (10) days in advance in order to afford Discloser an opportunity to seek a protective order or other relief.

**5. Mandatory Disclosure.** If the Recipient is required by the law to disclose Confidential Information, it will advise the Discloser immediately. The Recipient undertakes to disclose information exclusively to the extent required by the applicable law.

**6. Ownership.** As between the parties, Discloser and Recipient, respectively, will retain all right, title and interest to any Confidential Information provided or disclosed by such party under this Agreement. The Discloser reserves the right to analyze the actions taken by the Recipient to safeguard Confidential Information. If the Recipient refuses to share information on the actions it is taking to safeguard Confidential Information or if such actions are found to be inadequate for safeguarding Confidential Information, the Discloser may refuse to disclose Confidential Information or unilaterally refuse to perform under any agreement made between the Parties, by which the Recipient is to receive or has received access to Confidential Information.

**7. Return or Destruction.** Upon Discloser's written request, a Recipient shall promptly return all Confidential Information received under this Agreement, together with all copies, or certify in writing that it has destroyed all such materials.

**8. No Commitment.** Each party acknowledges that the other party may be evaluating similar business opportunities or proposals with third parties, or developing systems, products, or services that are similar in nature to the other party's current or planned offerings. Nothing in this Agreement limits the right of either party to develop, procure or market systems, products, or services that may be similar to or competitive with those of the other party; provided that no unauthorized use or disclosure of the other party's Confidential Information is used in such activities. In addition, nothing in this Agreement will be construed to prevent either party from entering into negotiations or business relationships with any third party, even if such third party is a competitor of a party to this Agreement.

**9. No Licenses or Joint Venture.** No party acquires any intellectual property rights under this Agreement (including patent, copyright, or trademark rights). Neither party shall make any use of the trademarks, trade names, or service marks of the other party without express written consent.

**10. Liability of the parties.** A Party defaulting under this Agreement will reimburse the other Party for any loss resulting from disclosure or unlawful use of Confidential Information. Losses will be reimbursed according to the law of Singapore.

**11. Remedies.** The parties acknowledge that improper disclosure of Confidential Information may cause irreparable injury to the Discloser, and that remedies at law for any such breach could be inadequate. In the event of a breach or threatened breach, Discloser has the right to seek injunctive relief (in addition to any and all other remedies available at law or equity) without the need to post a bond or other security or demonstrate the confidential nature of its Confidential Information. The prevailing party in any action to enforce this Agreement is entitled to its reasonable costs and attorneys' fees. Each party irrevocably waives any right it may have to a trial by jury in connection with any dispute arising under this Agreement.

**12. No Obligation to Disclose.** This Agreement does not obligate any party to disclose Confidential Information. By disclosing Confidential Information, however, the Discloser represents and warrants that it has all rights necessary to make the disclosure.

**13. Duration of Obligations.** Recipient's obligations under this Agreement end five (5) years after the date of first disclosure hereunder.

**14. Assignment.** This Agreement may not be assigned or transferred without the prior written consent of the other party, which shall not be unreasonably withheld. Any such assignment or transfer without written consent will be void. Subject to the foregoing, this Agreement will be binding on and inure to the benefit of the parties, their successors and assigns.

**15. Notices.** All notices under this Agreement must be in writing and delivered by hand, overnight delivery, or certified or registered mail, return receipt requested, to the Contacts for Legal Notice and Business Information Exchange identified above.

**16. Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of Singapore. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 (three) arbitrators appointed in accordance with the said Rules. The seat, or legal place, of arbitration shall be Singapore, Singapore. The language to be used in the arbitral proceedings shall be English. The foregoing, however, shall not preclude the Parties from applying for a preliminary or injunctive remedy available under applicable laws for any purpose.

**17. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements and understandings, whether written or oral, with respect to such subject matter.

**18. Severability.** If a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, invalid or illegal, it will be severed with the rest of this Agreement remaining in full force and effect.