

STANDARD TERMS AND CONDITIONS TO SUPPLIER AGREEMENT

between **JET TRAVEL Kft.** (registered office: H-1113 Budapest, Bocskai út 77-79., 3rd floor, Hungary, tax number: 10274837-2-43, company registration number: 01-09-063771, represented by: Gabriella Toldi, Managing Director, registration number: R-0334/1992, bank account number: 12001008-01474956-00100001, hereinafter referred to as “**Jet Travel**”) and

... (registered office: ..., VAT number: ..., company registration number: ..., represented by: ..., bank account number: ..., hereinafter referred to as “**Supplier**”

1. SUBJECT OF THE AGREEMENT

- 1.1 Jet Travel and Supplier represent (hereinafter jointly referred to as the “**Parties**” and separately as “**Party**”) that they are currently in negotiations about a future agreement on travel services or they have already entered into an agreement verbally or in writing (including written documents or via email or fax) for the provision of certain travel services (the “**Services**”) by Supplier to Jet Travel. The Parties represent that they consider these Standard Terms and Conditions to be an integral and inseparable part of their arrangements and verbal or written agreement described above and any such arrangements and agreements to be concluded in the future for the Services (and together are hereinafter referred to as the “**Agreement**”).
- 1.2 For all matters not regulated herein, the terms and conditions agreed by the Parties via email, fax or verbally shall apply, including without limitation the description, timing and provision of the Services and the payment terms. In case of any discrepancies or contradictions between these Standard Terms and Conditions and other conditions of the Agreement, these Standard Terms and Conditions shall prevail.

2. WARRANTIES AND REPRESENTATIONS

- 2.1 Both Parties warrant and represent that
- (a) they are solvent, validly existing and in good standing in the jurisdiction of their organizations;
 - (b) they have full power and authority to enter into and perform the Agreement and they are not required to obtain the consent of any person or entity to enter into the Agreement; and
 - (c) the Agreement is a valid and binding obligation of the Parties enforceable in accordance with its terms and conditions.
- 2.2 Supplier hereby expressly represents and warrants that:
- (a) there is no agreement with any other person, firm or corporation which shall in any way interfere with any Services provided under this Agreement to Jet Travel;
 - (b) the execution, delivery and performance of the Agreement by Supplier have been duly authorized by all requisite corporate or other action of Supplier;
 - (c) it is, and will be throughout the term of the Agreement, in compliance with and in good standing under the laws of the of the country of its domicile and any subdivision thereof and the place where the Services are provided, with which it should be in compliance and under which it should be in good standing given the nature and scope of its business;
 - (d) the Agreement is a valid and binding obligation of Supplier enforceable in accordance with its terms;
 - (e) it shall be responsible for compliance with all applicable laws and regulations in relation to its performance of this Agreement;
 - (f) it will perform the Services in a high quality and professional manner and the Services delivered shall be suitable for the purposes intended by Jet Travel and be otherwise in accordance with Jet Travel’s requirements,

- (g) the Services shall be of a first class standard for all uses contemplated, intended and permitted under the Agreement and as timely as indicated by Jet Travel to Supplier;
- (h) it acknowledges that time is of the essence in relation to the provision of the Services hereunder; and
- (i) it will not incur any liability to any third party on Jet Travel's behalf or pledge its credit or represent that Supplier is entitled to do so.

3. INDEMNITIES.

- 3.1 Jet Travel shall indemnify and hold harmless Supplier and its officers, directors, agents, affiliates and employees, from and against any and all liabilities, actions, claims, losses, damages and expenses (including reasonable outside attorneys' fees and expenses) (collectively, the "**Losses**") caused by or arising in connection with Jet Travel's material breach of any representation, warranty, covenant or agreement made by Jet Travel in the Agreement.
- 3.2 Supplier shall indemnify and hold harmless Jet Travel and its affiliates and its and their officers, directors, agents, affiliates, Jet Travels and, from and against any and all Losses caused by or arising in connection with (i) Supplier's breach of any representation, warranty, covenant and/or agreement made by Supplier in the Agreement and (ii) Supplier's breach of any of its obligations related to the Services (including without limitation the failure to provide the Services in a timely and diligent manner as specified in the Agreement).
- 3.3 The indemnified Party shall promptly notify the indemnifying Party of a matter giving rise to an indemnification obligation hereunder, and the indemnifying Party may at its option assume the defense of such claim, in which case the indemnified Party shall reasonably cooperate in the defense thereof. No settlement or compromise of the matter or admission of liability may be made by the indemnified Party without the indemnifying Party's prior written consent.
- 3.4 If Jet Travel is in breach of any of its obligations under this Agreement, in no circumstances will Supplier be entitled by reason of any such breach to suspend or restrain the Services.

4. TERM AND TERMINATION

- 4.1 The Agreement shall continue in force for a definite period of time until both Parties perform their obligations under the Agreement. With respect to the definite term of the Agreement, neither of the Parties may terminate it with notice.
- 4.2 Either Jet Travel or Supplier (the "**non-defaulting Party**") shall have the right (in addition to any other right hereunder and/or at law) to bring the term of the Agreement to an end forthwith by notice to the other Party (the "**defaulting Party**") in the event of any of the following:
 - (a) the defaulting Party fails to comply with any of its material obligations under the Agreement and does not remedy the same within fifteen (15) days of receipt of notice in writing from the non-defaulting Party specifying the breach or failure and calling for the same to be remedied; or
 - (b) the defaulting Party compounds or makes arrangements with its creditors or becomes insolvent or is unable to pay its debts or any order is made or resolution is passed for its liquidation winding up or dissolution (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if a receiver or manager of its administrative receiver or administrator or supervisor is appointed over any or all of its assets or if anything analogous to or having a substantially similar effect to any such events shall occur under the laws of any applicable jurisdiction; or
 - (c) the defaulting Party is unable to comply with any of its obligations under this Agreement by reason of an Event of Force Majeure (as defined below) for a continuous period of sixty (60) days.

5. CONFIDENTIALITY

- 5.1 Jet Travel and Supplier each agree that it and its employees will maintain in confidence the terms and provisions of the Agreement including, without limitation, all information derived from the other Party in performance of its obligations hereunder, and that they have not and will not reveal the same to any persons other than a person employed by the other Party who has agreed to be bound by this confidentiality agreement, except:
- (a) to the extent necessary to comply with applicable laws, or the valid order of a court of competent jurisdiction or an arbitration tribunal, in which event the disclosing Party shall so notify the other Party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information;
 - (b) as part of its normal reporting or review procedure to its parent company, its auditors, its participants and its attorneys, if such parent company, auditors, participants and attorneys agree to be bound by the provisions of this Clause; or
 - (c) in order to enforce any of its rights pursuant to the Agreement.
- 5.2 Supplier agrees to supply such data and information regarding its business and operation that Jet Travel may request from time to time for any lawful purposes, including without limitation the maintenance of an internal supplier database intended to be used for the evaluation of Jet Travel's suppliers.

6. DATA PROTECTION

- 6.1 To the extent personal data is transferred or otherwise processed by or between the Parties during the performance of the Agreement, the Parties undertake to act as independent data controllers in accordance with all applicable data protection regulations including without limitation, if applicable, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter: GDPR) with respect to any such data processing.
- 6.2 Jet Travel warrants that Supplier is entitled to control the personal data to be handed over to Supplier for the provisions of the Services (including without limitation the personal data required for the organisation of trips). Accordingly, Jet Travel warrants that it has obtained all relevant data subjects' consent under Article 6 (1) a) of the GDPR on appropriate data controlling legal grounds and timeframe required for the conclusion of the Agreement as well as the organisation and accomplishment of the travel and that it has obtained the data subjects' consent to the transfer of their data to Supplier.
- 6.3 The Parties represent that in the event any personal data is transferred to a Supplier outside the European Union during the performance of the Agreement and in the absence of an adequacy decision pursuant to Article 45(3) of the GDPR, or of appropriate safeguards pursuant to Article 46 of the GDPR, including binding corporate rules, such transfer or a set of transfers of personal data shall take place under Article 49(1) c) of the GDPR, as such transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the controller and another natural or legal person.

7.1 MISCELLANEOUS

- 7.1 Supplier may not assign, sub-license or otherwise transfer any or all of its rights or obligations under the Agreement without the prior written consent of Jet Travel and any purported assignment, sub-licence or other transfer made without Jet travel's prior written consent shall therefore be null and void.

- 7.2 Neither Party shall be liable for, or be in breach of or default under this Agreement by reason of any delay or failure to perform its obligations under this Agreement which results (whether directly or indirectly) from any event of force majeure which shall include, without limitation, any act of God, civil war or strife, hostilities (whether war be declared or not), act of foreign enemy, invasion, war, rebellion, strikes, lockouts or other industrial disputes or actions, breakdown of facilities, legal enactment, governmental order or regulation or any other cause beyond their respective control and which such Party is unable to overcome by the exercise of reasonable diligence (each an “**Event of Force Majeure**”). Upon the occurrence of an Event of Force Majeure, the Party failing in or delaying performance or who anticipates doing so shall promptly notify the other in writing, describing the nature of the occurrence, its expected duration and how such Party’s performance is or is likely to be affected. The failing or delaying Party shall resume performance of its obligations under this Agreement as soon as practicable after the occurrence of the Event of Force Majeure.

- 7.3 Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation or affect those parts of this Agreement which are valid.

- 7.4 This Agreement shall be governed by, construed and interpreted in accordance with the laws of Hungary. All legal disputes arising out of or in connection with this Agreement shall finally be settled by the courts of Hungary.

- 7.5 Both Parties acknowledge that certain provisions of the Agreement (including without limitation warranties and confidentiality obligations) shall survive the expiry or termination of the Agreement.

Date:

For and on behalf of Supplier:

For and on behalf of Jet Travel:

.....
Company name
represented by: ...

.....
Jet Travel Kft.
represented by Gabriella Toldi
Managing Director