

amadeus Subscriber Agreement

THIS AGREEMENT UKR1264 is made and entered into as of the date of the last signature below by and between:

(1) Foreign Enterprise "AMADEUS Ukraine" ("Amadeus")

Address: 30 Spaska street, 04070 Kyiv, Ukraine
Telephone: +380 44 4902235
Email:
VAT Number: 332308426565
Company Registration Number: 33230842

and

(2) "Racurs Grup» SRL (the "Subscriber")

Address: 2000, Chisinau, 69 of. 1 bd. Stefan cel Mare si Sfant
Telephone: 079999088
Email: Racurs.grup@gmail.com
VAT Number:
Company Registration Number: 1011600012374
Business Trading Name:
Effective Date: 01.05.2021
Initial Term of Agreement: 3 years

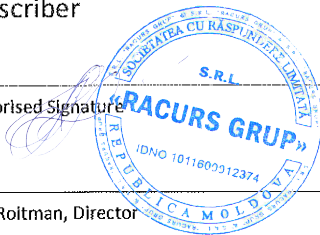
Please read the terms and conditions of this Subscriber Agreement and the Amadeus Standard Terms of Access carefully. By signing this Subscriber Agreement, Subscriber represents and warrants to Amadeus and undertakes to ensure that: (i) Subscriber's representative has read and understood the terms and conditions of this Subscriber Agreement and the Amadeus Standard Terms of Access on behalf of Subscriber; (ii) Subscriber agrees to be bound by the terms and conditions of this Subscriber Agreement and the Amadeus Standard Terms of Access in relation to its access to the Amadeus System and use of Amadeus Products; and (iii) Subscriber's representative entering into this Subscriber Agreement has the power, capacity and authority to enter into it and to bind Subscriber. Subscriber hereby agrees to waive any rights to challenge the validity or enforceability of the Amadeus Standard Terms of Access on the grounds that the Amadeus Standard Terms of Access are in electronic form instead of paper. The Amadeus Standard Terms of Access can be downloaded or accessed at the following URL and Subscriber is recommended to print off and keep a copy for its records: <https://amadeus.com/documents/en/travel-channels/legal/amadeus-standard-terms-of-access.pdf>

This Subscriber Agreement hereby incorporates by reference this signature page, the Subscriber Agreement Terms and Conditions, the Amadeus Standard Terms of Access and all Schedules attached hereto, all of which are the integral parts of this Subscriber Agreement. Amadeus and Subscriber hereby agree to all terms of this Subscriber Agreement, effective as of the Effective Date. By signing this Subscriber Agreement, the Subscriber agrees to be legally bound by the Subscriber Agreement, the Subscriber Agreement Terms and Conditions, the Amadeus Standard Terms of Access and all Schedules and addenda thereto, all of them as may be amended from time to time, without separately signing the Subscriber Agreement Terms and Conditions, the Amadeus Standard Terms of Access and all Schedules and addenda thereto.

Subscriber

Authorised Signature

Irina Roitman, Director

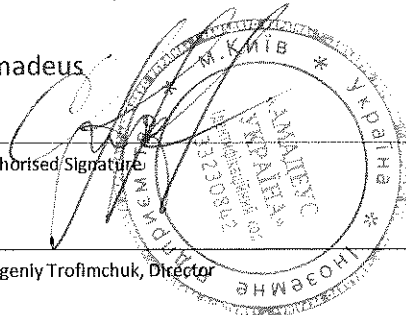


01.05.2021

Amadeus

Authorised Signature

Yevgeniy Trofimchuk, Director



01.05.2021

AMADEUS Subscriber Agreement Terms and Conditions

1. Definitions and Interpretation

1.1 Definitions. In this Agreement:

"Agreement" means this Subscriber Agreement, which includes the signature page, these Subscriber Agreement Terms and Conditions, the Amadeus Standard Terms of Access and all Schedules hereto.

"Amadeus Direct" means the Amadeus website for customer information and ordering of Amadeus Products, currently <https://www.amadeus-direct.com>, or such other website as Amadeus may notify to Subscriber.

"Amadeus Standard Terms of Access" means Amadeus' then-current Amadeus Standard Terms of Access which are expressly incorporated by reference into this Agreement, copies of which are currently found and can be downloaded at the following URL, or such other webpage as Amadeus may notify to Subscriber:

<https://amadeus.com/documents/en/travel-channels/legal/amadeus-standard-terms-of-access.pdf>

"Amadeus Product" means any Software, product, service, component or functionality that Amadeus provides to Subscriber under this Agreement.

"Charges" means all charges and fees payable for Amadeus Products as set out in the Schedules hereto or any additional terms and conditions, as applicable, and any additional charges or fees that may be payable by Subscriber to Amadeus under this Agreement.

"Confidential Information" means this Agreement and the terms hereof (including any incentives or other commercial terms), all information of a Party or its affiliates marked "confidential", "restricted" or "proprietary" by either Party, and any other information of a Party or its affiliates that is treated as confidential by the disclosing Party and would reasonably be understood by the receiving Party to be confidential information of a Party or its licensors or subcontractors, whether or not so marked, including: (i) any software or components provided by either Party under this Agreement; (ii) any software, components or other products and services, the provision of which is under discussion between the Parties during the Term (including in connection with any pilot or similar arrangement); (iii) attorney or solicitor-client privileged materials or work product; or (iv) any costs and commissions, strategic plan, account information, research information, developments, trade secrets, financial/accounting information, human resources and personnel information, internal or external audits, lawsuits, sales or marketing methods, methods of doing business, customer lists or requirements, or supplier information. For the purposes of this definition, "Confidential Information" does not include Personal Data, which is dealt with separately under Clause 8 (Data Protection).

"Data Controller" means the entity which alone or jointly determines the purpose and means of processing Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.

"Data Protection Legislation" means all applicable laws and regulations relating to the processing of Personal Data including the GDPR and other GDS sector specific laws applicable to the Parties in markets where services are being provided to the Subscriber.

"Effective Date" means the date specified on the signature page of this Agreement.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

"GDS" means a global distribution system (commonly referred to as a computerized reservation system).

"Parties" means Amadeus and Subscriber and each means a "Party".

"Personal Data" means any information that relates to an identified or identifiable individual.

"Processing" means the use, collection, storage, processing, modification, transfer, blocking or erasure of Personal Data by Amadeus or Amadeus Group on behalf of Subscriber and "Process" and "Processed" shall be construed accordingly;

"Processing Services" means Traveller Profile services and any other services specified as involving the Processing of Personal Data in a Schedule hereto.

"Taxes" means all applicable VAT and other tax, fee or duty imposed by any governmental authority arising out of or relating to the provision of an Amadeus Product.

"Term" means the term of this Agreement as set out in Clause 3 (Term) of this Agreement.

"Territory" means Ukraine.

"Traveller Profile" means a unique customer profile that holds useful information about a traveling passenger that supports the activity of creating a reservation.

1.2 Amadeus Standard Terms of Access. Unless a contrary intention appears, terms defined in the Amadeus Standard Terms of Access shall have the same meaning when used in these Subscriber Agreement Terms and Conditions and all Schedules hereto.

1.3 Interpretation. For purposes of this Agreement: (a) any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; (b) the word "or" is not exclusive; (c) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; (e) words denoting any gender include all genders; (f) the word "person" includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and authorised representatives, successors or permitted assigns; and (g) the word "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established. Unless the context otherwise requires, references in this Agreement: (i) to Clauses, Sections and Schedules mean the Clauses and Sections of, and Schedules attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; (iii) to a law or regulation is a reference to it as it is in force as at the date of this Agreement and includes all subordinate legislation made as at the date of this Agreement under that law or regulation; and (iv) to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Amadeus Standard Terms of Access and the Schedules referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

2. Access to the Amadeus System

2.1 Access to the Amadeus System. Subject to the terms and conditions of this Agreement, Amadeus will provide access to the Amadeus System to Subscriber and a right to use the Amadeus Products identified in the Schedules hereto in connection with such access.

2.2 Amadeus Standard Terms of Access. Each Party shall comply with the Amadeus Standard Terms of Access, which constitute the integral part of this Subscriber Agreement, and whether set out in the electronic form or not.

2.3 Corporate Authority. Each Party represents and warrants and undertakes to ensure that it has the power and authority to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, this Agreement and the transactions contemplated by this Agreement.

3. Term

The term of this Agreement (the "Term") will commence upon the Effective Date and, subject to earlier termination as set forth below, will terminate following the expiry of the period, or on the date, specified on the signature page of this Agreement (the "Initial Term"); provided, however, that the Term will automatically extend for one or more successive one-year periods (each, a "Renewal Term") if neither Party gives the other written notice of non-renewal at least ninety (90) days prior to the expiry of the Initial Term or then current Renewal Term, as applicable.

4. Charges

4.1 Generally. Charges for Amadeus Products are stated in the Schedules hereto and will apply from the Effective Date. Charges for additional Amadeus Products will be at Amadeus' prevailing charges and fees at the time of use of the additional Amadeus Products as reflected on the applicable invoice. Amadeus may invoice Subscriber electronically, including making invoices available for download via Amadeus Direct, and Subscriber agrees to receive invoices in an electronic format. Use by Subscriber of an Amadeus Product constitutes Subscriber's agreement to: (a) pay any prevailing or agreed charge from the date of first use; and (b) all applicable terms and conditions notified to Subscriber.

4.2 Tax. Charges for Amadeus Products as stated in the Schedules hereto are exclusive of applicable Taxes. Any such Taxes shall be added on top of the Charges. Should Subscriber be required under any applicable law to withhold or deduct any portion of the payments due to Amadeus under this Agreement, then the sum payable to Amadeus will be increased by an amount equal to the portion of the payments due to Amadeus under this Agreement that have been withheld or deducted in accordance with such applicable law.

4.3 Payment. Charges, and any applicable Taxes, are due within thirty (30) days of the invoice date.

4.4 Disputed Charges. Subscriber shall notify Amadeus of the Charges it disputes in good faith and the reason for such dispute within thirty (30) days of receipt of the Act of Services Rendered. Subscriber may not withhold payments invoiced to Subscriber while the Parties resolve any dispute.

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4.5 Suspension of Access. Amadeus may, without notice or liability to Subscriber, suspend or limit access of Subscriber to the Amadeus System or any Amadeus Products provided hereunder if Subscriber does not pay any amount due under this Agreement on the due date for payment. During such suspension, Subscriber will remain liable for all recurring charges and for any reconnection charges.

4.6 Interest. If Subscriber fails to pay in full on the due date any amount which is payable to Amadeus under this Agreement then, without prejudice to any other rights that Amadeus may have under this Agreement, Amadeus may charge interest on the amount outstanding, both before and after judgement, from the due date until payment is made in full at the higher of 6% per annum or the maximum prevailing rates allowed by law.

4.7 Set-Off. Amadeus may at any time and upon notice set-off any payment obligation due from Subscriber to Amadeus under this Agreement against any payment obligation owed by Amadeus to Subscriber under this Agreement, in either case howsoever arising and regardless of the place of payment or currency of either obligation. Any exercise by Amadeus of its rights under this Clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

4.8 Increase in Charges. Charges are subject to change upon thirty (30) days' notice, including via Amadeus Direct. Any such increase will not exceed 10% in a given calendar year unless the increase in charges is required by Amadeus to cover: (a) increases in third party costs incurred by the Amadeus Group in providing the relevant Amadeus Product; (b) costs necessary for Amadeus to comply with any industry regulation, law or standard affecting an Amadeus Product; (c) new enhancements to an Amadeus Product; or (d) increases in global inflation, as measured by the latest available world "inflation index for average consumer prices" (Subject Code: PCPIPCHI; Country Group: World) published by the International Monetary Fund in its World Economic Outlook (WEO), or any successor index thereto, for the previous calendar year. No amendment to this Agreement is necessary to reflect such increases. If Amadeus increases Charges by more than 10% under this Clause, after good faith negotiation to avoid termination, Subscriber may terminate the applicable Amadeus Product upon thirty (30) days' notice to Amadeus. Affected Content under Schedule 2 or other charges as may relate to Provider content are neither subject to the 10% cap above nor any notice or termination terms and conditions of this Clause.

4.9 Disputed Transaction Counts. Amadeus will determine Transaction counts solely from its books and records. Amadeus' books and records shall prevail in any dispute about Transaction counts.

4.10 Discounts and Waivers. Amadeus may offer Amadeus Products to Subscriber at a discount, or waive the associated Charges, in anticipation and consideration of Subscriber contracting with Amadeus for the agreed Term or subject to Subscriber achieving certain minimum Booking targets or minimum usage requirements as set-out in a Schedule hereto. Amadeus reserves the right to demand that Subscriber immediately repays to Amadeus a proportional amount of the applicable discounts or waived Charges in the event of: (a) early termination of this Agreement, unless termination is due to Amadeus' uncurbed breach or insolvency; or (b) Subscriber failing to achieve any minimum Booking targets or minimum usage requirements specified herein. Amadeus reserves the right to apply at any time Charges for services or functionalities that are offered by Amadeus at no cost to Subscriber during the Term of this Agreement.

4.11 Free Trial Periods. Amadeus may grant Subscriber a limited time period, as specified in Schedule 1, to test and evaluate an Amadeus Product free of any Charges (a "Free Trial Period"). Unless Subscriber notifies Amadeus in writing before the end of a Free Trial Period that it no longer wishes to use the relevant Amadeus Product, Amadeus will invoice Subscriber for continued usage at Amadeus' then prevailing Charges as reflected on the applicable invoice. Subscriber will not receive a notice from Amadeus that a Free Trial Period is ending or ended.

4.12 Act of Services Rendered. The fact of a service being rendered under this Agreement is confirmed by the signing of the Act of Services Rendered by the Parties. Act of Services Rendered shall be sent to the Subscriber by Amadeus. The Subscriber shall sign the Act, or submit its reasoned objections in writing to Amadeus, within 30 days from the date of receipt of such Act. In the event Subscriber does not sign the Act or submit its reasoned objections within those 30 days, the Act shall be considered as signed by the Parties, and the services as provided properly and in full.

5. Termination

5.1 By either Party. Without affecting any other right or remedy available to it, a Party may terminate this Agreement with immediate effect by giving written notice to the other Party if: (a) the other Party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that Party being notified in writing to do so; (b) subject to applicable law, if the other Party becomes unable to pay its debts, enters into liquidation (except for the purposes of a solvent restructuring) or is dissolved, seeks reorganization or readjustment of its debts, makes an arrangement with its creditors, becomes subject to an administration order or a receiver or administrative receiver is appointed over all or any of its assets, takes or suffers to be taken any similar action in consequence of a debt, ceases or threatens to cease trading or any procedure equivalent to any of the preceding matters occurs in any other jurisdiction with respect to that other Party; (c) the other Party suspends or threatens to suspend, or ceases to carry on or threatens to cease to carry on, all or a substantial part of its business; or (d) the other Party's financial position deteriorates to such an extent that in the terminating Party's reasonable opinion the other Party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy.

5.2 By Subscriber. Subscriber may terminate this Agreement as expressly provided under applicable regulatory law if Subscriber employs fewer than 50 persons and its annual turnover or annual balance sheet does not exceed EUR 10 million.

5.3 By Amadeus. Without affecting any other right or remedy available to it, Amadeus may terminate this Agreement with immediate effect by giving written notice to Subscriber if: (a) Subscriber fails to pay any amount due under this Agreement on the due date for payment; (b) Subscriber commits a material breach of any term of an agreement with another member of the Amadeus Group and (if such a breach is remediable) fails to remedy that breach within the notified period; (c) there is a change of control of Subscriber; or (d) any competitor of Amadeus is or becomes the beneficial owner, directly or indirectly, of any voting securities of Subscriber or acquires rights to such securities. Subscriber shall promptly notify Amadeus upon becoming aware of any of the events listed in (c) or (d) above. For the purposes of this Clause, "control" means the beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities of Subscriber.

5.4 Suspension for Insolvency. Without affecting any other right or remedy available to it, Amadeus may suspend Subscriber or Authorised User access to the Amadeus System, any Amadeus Product or Amadeus Direct if Subscriber becomes subject to any of the events listed in Clause 5.1(b) to Clause 5.1(d) above or Amadeus reasonably believes that Subscriber is about to become subject to any of them.

6. Effect of Termination

6.1 Effect of Termination. Upon termination or expiry of this Agreement: (a) all rights, licences, consents and authorisations granted by a Party to the other hereunder will immediately terminate; (b) Amadeus may disable all Subscriber and Authorised User access to the Amadeus System, any Amadeus Product and Amadeus Direct; (c) Subscriber will return any Amadeus Products to Amadeus; (d) each Party shall, at the other Party's request, return or destroy (where reasonably practicable and subject to ongoing use rights necessitating retention of a copy) all documentation in any medium that contains, refers to or relates to the other Party's Confidential Information; (e) each Party shall immediately pay to the other Party any outstanding unpaid invoices and interest and, in respect of Amadeus Products supplied or incentives earned but for which no invoice has been submitted, each Party shall submit an invoice, which shall be payable by the other Party immediately upon receipt; and (f) Subscriber shall repay to Amadeus: (i) all bonuses, funds or any other incentives of any type that were advanced to Subscriber in exchange for future Booking production but remain unearned as at the date of termination; (ii) if applicable, any discounts or waivers in accordance with Clause 4.10 (Discounts and Waivers) of this Agreement; and (iii) any other sum identified in this Agreement as repayable upon termination.

6.2 Survival. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

7. Confidentiality

7.1 Access to the System. Subscriber shall limit use of and access to the Amadeus System to such Authorised Users as are required to comply with Subscriber's obligations hereunder, and Subscriber shall take all actions as may be necessary to preserve the confidentiality of the Amadeus System including all data contained therein and to prevent the transfer or disclosure thereof to other persons.

7.2 Confidentiality. Each Party: (a) undertakes that it shall not at any time during the Term of this Agreement, and for a period of five years after termination of this Agreement, disclose to any person (including any potential buyer of Subscriber's business) any Confidential Information; (b) may disclose the other Party's Confidential Information: (i) to its employees, officers, representatives, subcontractors or advisers who need to know such Confidential Information for the purposes of carrying out the receiving Party's obligations under this Agreement; provided that the recipients of such Confidential Information are bound by confidentiality terms which are no less onerous than those set out in this Clause; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; provided that the Party required to disclose must give the other Party prompt written notice prior to such disclosure and use its reasonable endeavours to obtain a protective order against such disclosure; and (c) shall not use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

7.3 Publicity. Notwithstanding anything to the contrary in this Agreement, Amadeus may publicly disclose that Subscriber is a customer of Amadeus, together with high-level details of the Amadeus Products used by Subscriber, and use Subscriber's brands and logos in connection with such disclosures. Amadeus acknowledges and agrees that all proprietary, intellectual property and any other rights in and to Subscriber's name, logo, service mark or trademark are the sole and exclusive property of Subscriber.

8. Data Protection

8.1 General. Each Party shall comply with their respective obligations under applicable Data Protection Legislation as they apply to the performance of the services under this Agreement, in the jurisdictions in which they are providing the services under this Agreement.

8.2 Amadeus IT Group, S.A. as Data Controller.

(a) Each of Amadeus IT Group, S.A. and Subscriber (the "Controllers") will be a Data Controller for the purposes of ticketing and reservation services provided under this Agreement.

(b) The Controllers, in exercising their respective rights and performing their respective obligations related to services provided under this Agreement shall comply with applicable Data Protection Legislation and shall not, as far as is reasonable, do anything or permit anything to be done which has the effect of placing the other Controller in breach of applicable Data Protection Legislation.

(c) The Controllers shall at all times have in place appropriate technical and organisational security measures so that Personal Data is protected against unauthorised or unlawful Processing and against accidental loss, destruction or damage.

(d) Subscriber shall provide the following information when collecting Personal Data for the purposes of ticketing and reservation services provided under this Agreement: "To provide the services, your Personal Data will be processed by Foreign Enterprise "Amadeus Ukraine" and other members of Amadeus Group in Ukraine and outside of Ukraine, including Amadeus IT Group, S.A."

8.3 Amadeus IT Group, S.A. as Data Processor. Where Amadeus IT Group, S.A. Processes Personal Data for the purposes of Processing Services provided under this Agreement, Amadeus IT Group, S.A. is Processing Personal Data as a Data Processor on behalf of the Subscriber who is the Data Controller of the relevant Personal Data. Where Amadeus IT Group, S.A. Processes Personal Data on behalf of the Subscriber as a Data Processor for the purposes of providing Processing Services only, Amadeus IT Group, S.A. shall: (a) only Process Personal Data in accordance with the instructions of the Subscriber, these instructions will be as set out in the description of the Processing Services, except to the extent that any legal requirement prevents Amadeus IT Group, S.A. from complying with such instructions or requires the Processing of Personal Data other than as instructed by the Subscriber. Subscriber acknowledges that in the provision of the services under the Agreement Amadeus and any member of the Amadeus Group may transfer Personal Data to locations outside Ukraine and the European Economic Area in accordance with any Data Protection Legislation applicable to Amadeus IT Group, S.A.; (b) ensure that any personnel authorised by Amadeus IT Group, S.A. to access the Personal Data are subject to a duty of confidentiality in respect of the Personal Data; (c) ensure that any Personal Data is subject to appropriate technical and organizational measures against unauthorised or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data in accordance with any Data Protection Legislation applicable to Amadeus IT Group, S.A.; (d) inform Subscriber of the sub-processors used in the Processing of Personal Data in Processing Services and any changes to the sub-processors used in the Processing of Personal Data in Processing Services. Amadeus IT Group, S.A. has a general authorisation from the Subscriber to engage sub-processors in the Processing of Personal Data in Processing Services. Where Amadeus IT Group, S.A. engages sub-processors, it shall impose the Personal Data Processing obligations set out in this clause on such sub-processor; (e) inform Subscriber of any requests or queries from a data subject, regulatory

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authority or any other law enforcement authority regarding the Processing of Personal Data under this Agreement and provide the Subscriber with any information and assistance that may reasonably be required to respond to such requests or queries; (f) provide reasonable assistance to the Subscriber, at the Subscriber's cost, in respect of the Subscriber's compliance with Art 32-36 of the GDPR and relevant provisions of the Ukrainian applicable laws, taking into account the nature of the Processing undertaken by Amadeus IT Group, S.A. and the information available to Amadeus IT Group, S.A.; (g) at the choice of the Subscriber, delete or return all Personal Data to the Subscriber after the end of the Processing of Personal Data under the Agreement, unless Amadeus IT Group, S.A. is required to retain the Personal Data by applicable law; (h) notify the Subscriber without undue delay on becoming aware of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or processed by Amadeus IT Group, S.A. in connection with Processing Services; and (i) make available to the Subscriber information reasonably necessary to demonstrate compliance with Personal Data Processing obligations of Amadeus IT Group, S.A. under this Clause.

8.4 Special Categories of Data. If Subscriber is collecting special categories of data as described in Art 9 GDPR or other applicable Data Protection Legislation for any services provided under this Agreement, Subscriber shall obtain the individual's explicit consent for the Processing of such Personal Data.

8.5 Approvals. Subscriber represents and warrants and undertakes to ensure that it has obtained, and undertakes to maintain, any and all necessary consents or approvals from its respective customers and clients to enable Amadeus, its affiliates and members of the Amadeus Group, as applicable, to Process Personal Data and credit card data, as applicable, for the purpose of Processing and otherwise handling the transactions contemplated under this Agreement. Subscriber will indemnify and compensate Amadeus and each member of the Amadeus Group against all costs, losses, damages, expenses or claims arising out of or in connection with the failure by Subscriber to obtain and maintain any such consents or approvals from its customers and clients.

8.6 Corporate Implants. Subscriber shall inform and keep Amadeus updated about the corporate implants under its responsibility.

8.7 Liability of Amadeus. Subject to Clause 10 (Liability), Amadeus shall be liable to Subscriber for the performance of Amadeus IT Group, S.A.'s obligations under this Clause 8.

9. Warranty Disclaimer

EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE AMADEUS SYSTEM, AMADEUS SYSTEM DATA AND ALL AMADEUS PRODUCTS ARE PROVIDED TO SUBSCRIBER ON AN "AS IS" BASIS AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY LAW OR STATUTE ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, BUT NOT BY WAY OF LIMITATION, AMADEUS SPECIFICALLY DISCLAIMS ANY WARRANTY OR GUARANTEE THAT IT WILL OFFER OR MAINTAIN ANY PARTICULAR DATA OR THE DATA OF ANY PARTICULAR PROVIDER IN THE AMADEUS SYSTEM, OR THAT THE AMADEUS SYSTEM, ANY AMADEUS PRODUCT, DATA, INTERNET ACCESS OR ELECTRONIC MAIL SERVICE IS PROVIDED ERROR FREE OR THAT ANY OF THEM WILL OPERATE, OR BE PROVIDED, WITHOUT INTERRUPTION.

10. Liability

10.1 Indirect Damages. IN NO EVENT WILL A PARTY, OR THEIR RESPECTIVE OFFICERS, AGENTS, CONTRACTORS OR VENDORS, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, WARRANTY, TORT OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Economic Losses. IN NO EVENT WILL A PARTY, OR THEIR RESPECTIVE OFFICERS, AGENTS, CONTRACTORS OR VENDORS, BE LIABLE FOR LOSS OF DATA, REVENUE, PROFIT, GOODWILL OR SAVINGS OF ANY PARTY (WHETHER DIRECT OR INDIRECT), INCLUDING THIRD PARTIES, ARISING FROM OR RELATED TO THIS AGREEMENT. SUCH LIMITATION INCLUDES ANY SUCH DAMAGES CAUSED BY ANY ACT OR OMISSION OF AMADEUS OR THIRD PARTY SOFTWARE CONTRACTORS TO PROCURE, COLLECT, COMPILER, ABSTRACT, INTERPRET, COMMUNICATE, PROCESS, STORE OR DELIVER ANY AMADEUS SYSTEM DATA OR INFORMATION.

10.3 Limitation of Liability. EXCEPT FOR: (a) SUMS ACCRUED AND UNPAID UNDER THIS AGREEMENT; (b) SUMS EXPRESSLY IDENTIFIED AS BEING REPAYABLE UNDER THIS AGREEMENT; (c) DIRECT DAMAGES ARISING FROM BREACHES OF CLAUSE 7 (CONFIDENTIALITY) ABOVE; AND (d) EXPRESS INDEMNITY OBLIGATIONS UNDERTAKEN HEREUNDER, THE PARTIES AGREE THAT THE TOTAL AGGREGATE LIABILITY OF A PARTY FOR ALL CLAIMS ARISING IN CONTRACT, EQUITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNTS RECEIVED BY SUCH PARTY UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THE PARTIES AGREE THAT THEY HAVE CAREFULLY CONSIDERED THE RISKS UNDER THIS AGREEMENT AND HAVE FAIRLY ALLOCATED SUCH RISKS BETWEEN THEM AND, THEREFORE, AGREE THAT THIS LIMITATION OF LIABILITY IS FAIR AND REASONABLE. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF A PARTY WITH RESPECT TO: (i) DEATH OR PERSONAL INJURY ARISING OUT OF ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES; (ii) FRAUD; OR (iii) FRAUDULENT MISREPRESENTATION.

10.4 Third Party Claims. Subscriber will indemnify, defend and hold harmless Amadeus, the Amadeus Group and their affiliates, respective employees, directors and agents from and against and shall compensate the abovementioned persons for all costs, liabilities, expenses, judgments, damages and other losses (including all reasonable attorney's fees and related legal costs and expenses) arising out of or in connection with any third party claim, action, cost, fine or expense that is caused by, or results from: (a) an act or omission of Subscriber (including that arising or resulting from Subscriber's improper or unauthorised use of the Amadeus System or any Amadeus Product); (b) a breach of this Agreement by Subscriber; or (c) a breach of any applicable law, order or regulation by Subscriber. This indemnity shall survive termination or expiry of this Agreement and is expressly made for the benefit of, and shall be enforceable by, Amadeus or its successors and assigns.

11. General

11.1 Force Majeure. No Party shall have any liability hereunder if it is prevented from or delayed in performing its obligations (except payment obligations) under this Agreement, or from carrying on its business, by acts or events beyond its reasonable control (a "Force Majeure Event"). Force Majeure Events include acts of god, war, lightning, fire, storm, flood, earthquake, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, strikes or industrial disturbances, sabotage, acts of vandalism, criminal (including cyber-crimes affecting computers, networks or the Internet, illegal hacking, (distributed) denial of service attacks, unauthorised access to or interference with data, identity theft, software and media piracy, website vandalism, release of viruses and worms, invasion of privacy and cyber-spying) acts, compliance with any law or governmental order, rule, regulation or direction, interruption or degradation of any third party communications system or the Internet, or any action of a governmental or public entity and similar events. If a Party experiences a Force Majeure Event, it shall promptly provide written notice thereof to the other Party and shall use all reasonable endeavours to remove, avoid or mitigate the consequences of such Force Majeure Event. The Force Majeure Event shall be confirmed by a certificate from the Trade and Industrial Chamber of Ukraine or its regional departments in accordance with the applicable law. If the Force Majeure Event continues for more than ninety (90) days, the other Party may terminate this Agreement upon notice.

11.2 Assignment and Other Dealings. No Party shall assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed; provided, however, that Amadeus may at any time without consent assign, transfer, mortgage, charge, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under this Agreement to a member of the Amadeus Group or any entity that acquires all or substantially all of its assets.

11.3 Subcontractors. Amadeus has the right, at its sole discretion, to use subcontractors and licensors to perform its obligations pursuant to this Agreement.

11.4 Trademarks. Subscriber will not use Amadeus' name, logo or trademarks, or any confusingly similar marks, without the prior written consent of Amadeus.

11.5 Independent Contractors. This Agreement does not create a partnership, agency, joint venture, employment or any other similar arrangement. The Parties shall at all times remain legally and financially independent. Subscriber shall have no power or authority to conclude any contract or make any form of representation, statement, warranty or guarantee in favour of any person or entity on behalf of Amadeus or the Amadeus Group. In no event shall a Party act as an agent of the other.

11.6 Change of Terms and Conditions. Amadeus may amend the terms of these Subscriber Agreement Terms and Conditions, including the Schedules hereto, by providing three (3) months' advance written notice to Subscriber of such amendment. Subscriber shall be deemed to agree with such amendment unless Subscriber notifies Amadeus in writing within one (1) month after receipt of Amadeus' notice of the amendment that it does not agree with such amendment. If Subscriber so informs Amadeus that it does not agree to the amendment, then Amadeus will have the right to terminate this Agreement by providing three (3) months prior written notice of termination to Subscriber. For the avoidance of doubt, if Amadeus wishes to withdraw its termination notice during this three (3) month period, it may do so.

11.7 Change in Law. If there is a change in any statute, rule, regulation or order governing the Amadeus System, any Amadeus Product, the operation of computerised reservation systems, or air transportation and travel reservations generally, which has or will have a direct or indirect material adverse effect upon the benefits of this Agreement to Amadeus, Amadeus will notify Subscriber to propose any changes to this Agreement which Amadeus thinks are appropriate, including early termination of this Agreement by Amadeus. If Subscriber and Amadeus are unable to agree upon changes in the Agreement within thirty (30) days after the date of Amadeus' notice to Subscriber, then Amadeus may terminate this Agreement by giving ninety (90) days' advance written notice of termination.

11.8 Amendments. Unless expressly provided to the contrary in this Agreement, no amendment or modification of this Agreement shall be effective unless it is in writing and signed by the Parties.

11.9 Electronic Signature. Where a Party uses Electronic Signature technology to sign this Agreement or any amendment, supplement or other change relating to it, Acts of Services Rendered, other source documents such Electronic Signature confirms the relevant Party's consent to the use of Electronic Signatures in respect thereof and to the use by the Parties of the Electronic Signature provider used to effect such signature (if any). The Parties agree such method of Electronic Signature shall be equally conclusive of a Party's intention to be bound by the terms and conditions of this Agreement as if signed with the manuscript signature of such Party. For the purposes of this paragraph, "electronic signature" and the rules of its use are defined in accordance with the requirements of current Ukrainian legislation.

11.10 Amadeus Direct. Amadeus may make certain Amadeus Products available for ordering via Amadeus Direct by means of an agreement, amendment or other terms and conditions that Amadeus presents electronically for review and consent by Subscriber and which an Authorised User agrees to by checking the appropriate checkbox or clicking on the appropriate button to make a legally binding agreement between Amadeus and Subscriber. By agreeing to the terms and conditions (including any terms of use, privacy policy or cookie policy) which govern access to and use of Amadeus Direct by Authorised Users, the Authorised User entering Amadeus Direct on Subscriber's behalf will automatically be granted the ability to order Amadeus Products on Amadeus Direct. Subscriber is solely responsible and liable for all Charges due on any Amadeus Products ordered, requested, authorised, accepted or utilised by Authorised Users through Amadeus Direct. Each product or service order made by an Authorised User on behalf of Subscriber will be treated as an offer by Subscriber to enter into an agreement with Amadeus. Such offer will be deemed to have been accepted by Amadeus when Amadeus has transmitted to Subscriber a notification message via email confirming the order. Subscriber is solely responsible for ensuring that only its authorised representatives enter Amadeus Direct on its behalf. Subscriber hereby agrees to waive any rights to challenge the validity or enforceability of any terms and conditions for an Amadeus Product ordered on Amadeus Direct on the grounds that they are in electronic form instead of paper.

11.11 Electronic Delivery. A signed copy of this Agreement, or any amendment or supplement of this Agreement, delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.12 Counterparts. This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

11.13 Headings. Clause, Section, Schedule and paragraph headings are for reference only and shall not affect the interpretation of this Agreement.

11.14 Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

amadeus Subscriber Agreement Terms and Conditions

11.15 Waiver. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.16 Entire Agreement. This Agreement, which includes the signature page, these Subscriber Agreement Terms and Conditions, the Amadeus Standard Terms of Access and all Schedules attached hereto, constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this Clause shall limit or exclude any liability for fraud.

11.17 Prevailing Provisions. In the event of any inconsistency between the statements made in the body of this Agreement, the related Schedules (other than an exception expressly set forth as such therein) and the Amadeus Standard Terms of Access, the following order of precedence governs: (a) first, the signature page; (b) second, these Subscriber Agreement Terms and Conditions; (c) third, the Schedules to this Agreement; and (d) fourth, the Amadeus Standard Terms of Access.

11.18 Notices. Any notice or other communication: (a) given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by registered mail (with description of content) at its registered office (if a company) or its principal place of business (in any other case); (b) from Amadeus to Subscriber may instead be given electronically by email to the authorised recipients of Subscriber specified on the signature page (or to the email address notified by Subscriber to Amadeus in writing from time to time) or via posting on Amadeus Direct; and (c) shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (ii) if sent by registered mail, at 10.00 am on the second business day after posting or at the time recorded by the delivery service; (iii) if sent by email, upon receipt on the next business day after transmission if no error (including any delivery error message) or valid out-of-office email message is received by Amadeus in response to such email notice in respect of all of Subscriber's authorised recipients; or (iv) if posted via Amadeus Direct, seven (7) days after posting.

11.19 Third Party Rights. This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except where indicated as to the Amadeus Group.

11.20 Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ukraine, without regard to any conflict of laws, rules or principles that may require the application of any other law or where this Agreement or any amendment to it is actually executed.

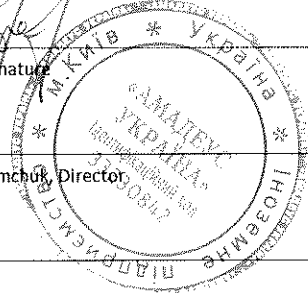
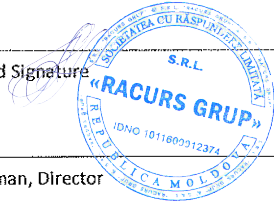
11.21 Jurisdiction. Each Party irrevocably agrees that the competent courts of Ukraine shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Each Party waives to the fullest extent permitted by law trial by jury of all claims arising out of or relating to this Agreement.

Subscriber

Amadeus

Authorised Signature

Authorised Signature



Irina Roitman, Director

Yevgeniy Trofimchuk, Director

01.05.2021

01.05.2021

amadeus Schedule 1 – Amadeus Products

Installation Addresses

Customer office ID KIVU23387	Location 2000, Chisinau, 69 of. 1 bd. Stefan cel Mare si Sfant

A. Billing

1. Booking commitment

Subscriber under this Schedule is committed to produce using Amadeus System established number of net bookings, that is not less than the Total Quarterly commitment during each quarter.

Total quarterly commitment is defined as the sum of Quarterly Net bookings for each service user actually provided with during the reporting quarter. Quarterly booking rate for each service actually provided to the customer during the reporting quarter is determined in the Section B below and the actual volume of services delivered during the reporting quarter. Actual services granted during the reporting quarter, will be specified in the acts of services rendered that Amadeus sends to the user on quarterly basis.

2. Applicable charges, booking order and payments

2.1. All amounts listed in this Annex, indicated in the equivalent Euro (EUR), calculated by the official NBU (National bank of Ukraine) rate of hryvnia against the Euro (EUR) per day billed, and paid by transferring hryvnia to the Amadeus bank account. In case official NBU rate differs more than 5 % from the inter-bank exchange market ASK rate, Amadeus may apply for billing the average inter-bank market ASK rate, as published at bin.ua at the day of such invoice issuing. The amounts due, not including value added tax.

2.2. Payment by the Subscriber should be done according to the prices specified in this Schedule plus VAT under current legislation.

2.3. In case the Subscriber fails complying with obligations specified in Section 1 of this Schedule as to the quarterly net bookings commitment, the Subscriber is obliged to pay Amadeus an amount calculated by the following scheme:

Services provided	Amount due not including value added tax, Euro (EUR)
Using Amadeus Software, Additional products and equipment	$1,00 \times (K - R)$, where R – number of segments booked over a billing period K – Quarterly booking commitment

2.4. Charges for services which include execution of obligatory net bookings and / or quarterly payment, calculated from the first month following the month of receipt Amadeus application.

Charges for services that are provided on a transaction payment basis, calculated starting from the first executed transaction.

Charges for services provided against prepayment are billed at the moment application received and are to be paid during the week from the date of the Invoice.

2.5. Subscriber is fully responsible for timely activation and start using the services. No refunds will be given if the user with any reason not activated or used the service for a period of time, without notice to Amadeus. Notice of suspension or non-usage of services should contain information about time to start and stop of non-usage and should be faxed on letterhead with seal and signature of authorized person. Disabling the service will be performed in the first day of the month following the month of receipt of such notice by Amadeus.

2.6. To determine the execution of subscribers commitment as to the net bookings specified in Section 1 of this Annex and with the purpose to calculate due amounts and payments for using Amadeus software, additional products and equipment, the net bookings booked during the quarter can be mutually counted between different locations the user OIД's.

2.7. No credits or refunds will be granted for bookings made during the quarter that exceeds the Total Quarterly provision specified in Section 1 of this Schedule.

B. Amadeus Product Charges

Amadeus Reference	Services provided	Initial Installation payment, Euro	Quarterly net bookings commitment	Payments to be done in case obligatory net bookings commitment reached
Amadeus Soft and Additional services				
	Access to Amadeus Sell Connect (Basic Pack)	---	---	Sixty (60,00) euro for terminal quarterly
	Access to Amadeus Sell Connect	---	225 (from 1st to 3rd terminal) 45 (for each next terminal)	Three (3,00) euro for terminal quarterly
	Access to Amadeus Sell Connect Mobile	---	---	Fifteen (15,00 Euro) for terminal quarterly
	Access to Amadeus All Fares – Master Pricer searches	---	---	Three (0,03 Euro) eurocents for each transaction
	Access to Amadeus All Fares – Master Pricer Calendar searches	---	---	Four (0,04 Euro) eurocents for each transaction
	Access to Amadeus All Fares – non GDS searches	---	---	Six (0,06 Euro) eurocents for each transaction
	Access to Amadeus All Fares – non GDS bookings	---	---	One Euro fifty five cents (1,55 euro) for each segment

AMADEUS Schedule 1 – Amadeus Products

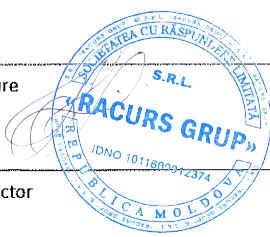
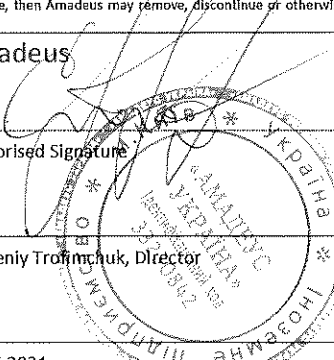
FXD / Amadeus Master Expert Transaction	--	---	Four (0,04) euro cents for each search
Access to Amadeus email			Ten (10,00) euro monthly
Access to PNR Recall	--	---	One (1,00) euro for each transaction
Access to Amadeus Remote Ticketing Solution (RTS)	300	225 (for the first Installation address) 45 (for each following installation)	Thirty euro cents (0,30 euro) for each transaction
Access to Amadeus Link Advanced	---	---	Two hundred ten (210,00) euro quarterly
Access to I.M.R. files	---	---	Ten (0,10) eurocents per record
Access to Amadeus Ticket Changer (ATC)	--	---	Two euro twenty euro cents (2,20) per one (1) rewrite/return ticket (which was made with ATC), including five (5) ATC transactions for one such ticket. The cost of each transaction ATC from sixth (6) to ninth (9) per one ticket, processed using ATC, will be twenty five (0,25) euro cents, the cost of each next transaction will be fifty five (0,55) euro cents.
Access to Amadeus Ticket Changer involuntary	--	---	Sixty (0,6) eurocents per each transaction
Access to Amadeus Ticket Changer Refund	---	---	One euro five cents (1,5) per each transaction
Access to Amadeus Web UETTR	--	---	Thirty (30,00) euro quarterly
Access to Amadeus Offers (AO)	---	---	Fifteen (0,15) eurocents for each search
Access to Amadeus Dynamic Travel Documents (ADTD)	---	---	Forty five (45,00) euro quarterly payment 0.03 euro per each transaction, if over 500 trx monthly per OID
Access to Amadeus Extended Air Choice (EAC)	--	---	One euro eighty euro cents (1,80) per each EAC Booking*
Access to Amadeus Travel Alerts Notifier (ATAN)	100	---	Forty five (45,00) euro quarterly including two hundred and ten (210) notices Each subsequent notice Fifteen (0,15) euro cents per notice (e-mail or SMS)

*"EAC Booking" means a Non-Eligible Booking made through Amadeus Extended Air Choice, for which Subscriber pays a Charge per EAC Booking made. Subscriber acknowledges that searches on Amadeus Extended Air Choice may return initial prices that may differ from the final price offered by the Provider. Amadeus is not liable for any damages arising out of or related to such differences in prices. EAC Bookings are Non-Eligible Bookings that do not count towards any Eligible Booking volume calculations and do not receive any incentives.

C. Ghost Bookings

Amadeus Product	Unit of Measure	List Price	Currency
Ghost Booking Fee	Added Ghost Booking	[0,30]	[Euro]

Amadeus will charge Customer a fee (the "Ghost Booking Fee") as indicated in the table above for each Ghost Booking made during the relevant Year, excluding Ghost Bookings generated by Amadeus Quick-Connect, Amadeus Cytric Travel & Expense, Argo Travel & Expenses Management, Amadeus Context Search or Amadeus Air extension. The Ghost Booking Fee will be payable irrespective of the subsequent cancellation of a Ghost Booking. Notwithstanding anything to the contrary in this Agreement, Amadeus may adjust the Ghost Booking Fee or modify the Ghost Bookings terms and conditions. In any such event, Amadeus will notify Customer of the terms and conditions applicable to Ghost Bookings, which will apply upon the date stated in Amadeus' notice, unless otherwise agreed between Amadeus and Customer. Such terms and conditions may include, but are not limited to, an increase in the Ghost Booking Fee, or the modification, removal or discontinuation of Ghost Bookings. If Amadeus increases the Ghost Booking Fee and Customer chooses not to accept such price increase by notifying Amadeus in writing within thirty (30) days of Amadeus' notice, then Amadeus may remove, discontinue or otherwise restrict access to Ghost Bookings.

Subscriber	Amadeus
 Authorised Signature	 Authorised Signature
Irina Roitman, Director	Yevgeniy Trofimchuk, Director
01.05.2021	01.05.2021