



JetSmarter Purchase Order General Terms and Conditions

The following terms and conditions are made part of the Purchase Order to which they are attached regarding the purchase of certain Deliverables by JetSmarter.

1. Definitions and Interpretation

In addition to terms defined elsewhere in these Purchase Order General Terms and Conditions, the following definitions shall apply in these Terms and in the P.O., unless the contrary intention appears: i. 'Deliverables' shall mean the goods, services, products and other items to be provided by Supplier to JetSmarter as detailed in the P.O. ii. GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council. iii. 'Intellectual Property Rights' include patents, copyrights, trademarks, design rights, rights in databases, semiconductor topography rights, trade secrets, know-how, software, source-codes, and all other similar rights or obligations through the world whether or not any of these are registered and including applications for such rights. iv. 'Personnel' means the person or persons to be provided by Supplier and/or its sub-contractor for the purposes of performing the Deliverables. v. 'Purchase Order' or 'P.O.' means an order in writing on JetSmarter's official purchase order form and/or letter head for the Deliverables, issued by JetSmarter to Supplier, and into which these Terms have been incorporated and made part of. vi. 'Site' shall mean the JetSmarter location as specified in the P.O. vii. 'Supplier' or "Vendor" means the person, firm or company to whom the P.O. is addressed. viii. 'Taxes' means any value added, sales or other tax, imposed on the Deliverables from time to time. ix. 'Terms' shall mean these Purchase Order General Terms and Conditions; x. 'JetSmarter' means the legal entity (whose details are stated on the face of the P.O.) forming part of the JetSmarter Group that is issuing the P.O. to Supplier. xi. 'JetSmarter Group' means JetSmarter Inc., a Delaware corporation and all its subsidiaries and affiliates.

1.2 Notwithstanding any legal rule of construction to the contrary, in the event of any inconsistency between the matters on the face of the P.O. and these Terms, these Terms shall prevail. Each of Supplier and JetSmarter is referred to herein individually as a "Party" and are referred to collectively herein as the "Parties".

2. Agreement

JetSmarter agrees to purchase the Deliverables specified in the P.O. from Supplier and Supplier agrees to supply the Deliverables in accordance with the P.O.

3. Acceptance of P.O. and Terms

3.1 The Deliverables specified in the P.O. shall be furnished by Supplier subject to all the terms and conditions set forth in these Terms, which Supplier, in accepting the P.O. and/or commencing work thereunder (with or without written acceptance), unconditionally agrees to be bound by and to comply with.

3.2 The P.O. including these Terms shall constitute the entire agreement between JetSmarter and Supplier, and supersedes any and all prior written and oral agreements or understandings relating to such subject matter. No confirmation, shipment, delivery document or representation will vary these Terms or the P.O. and these Terms and the P.O. shall prevail over any terms or conditions (whether or not inconsistent with these Terms or P.O.) contained or referred to in any correspondence or documentation submitted by Supplier or elsewhere or implied by custom, practice or course of dealing. For clarity, no terms or conditions endorsed upon, delivered with or contained in Supplier's quotation, acknowledgement or acceptance of a purchase order, specification or similar document shall form part of these Terms or the P.O., and Supplier waives any right which it otherwise might have to rely on such terms and conditions. JetSmarter's execution of any document issued by Supplier shall constitute only an acknowledgment of the receipt thereof, and shall not be construed as an acceptance of any of the terms therein.

3.3 These Terms and the P.O. may only be modified with JetSmarter's express written consent. The headings in these Terms are for convenience only and shall not affect their interpretation. Words imparting the singular include the plural and vice versa.

4. Purchase Order Price

In full consideration of the satisfactory provision of the Deliverables specified in the P.O., JetSmarter shall remunerate Supplier in accordance with the rates and prices stipulated in the P.O. These rates and prices shall represent Supplier's full entitlement for the Deliverables supplied under the P.O. Extra charges submitted in respect of the P.O. will not be accepted by JetSmarter without the issue of a formal amendment to the P.O. approved in writing by JetSmarter.

5. Invoicing and Payment

5.1 Supplier shall submit valid invoices in respect of the Deliverables following delivery or completion of the Deliverables.

5.2 All invoices shall be supported with the relevant documentation necessary to support the sums shown.

5.3 Invoices shall be submitted bearing the P.O. number and shall be issued as follows: Invoice issuance: Supplier shall implement and fully utilise electronic invoice delivery, at no additional cost to JetSmarter, either: (i) directly via a link (eInvoice XML messaging) from the Supplier's billing system to JetSmarter's billing system (JetSmarter shall upon request by Supplier provide all the necessary technical details required to link such systems); or, (ii) by using JetSmarter's Supplier Portal Solution accessible at <https://suppliers.vistajet.com>.

5.4 Subject to JetSmarter's approval, payment will be effected in the currency stated on the P.O., and within the 'payment terms' set out on the face of the P.O.; provided however that, a valid invoice has been issued by Supplier. Payment is deemed to have been made when the order of payment is received by Supplier's bank.

6. Warranties

6.1 Supplier warrants that all services provided under the P.O. shall be provided with reasonable care and skill and in accordance with generally recognised commercial practices and standards by appropriately trained and qualified Personnel, and that any Goods provided under the P.O. shall:-

6.1.1 conform to any requirement or specification therein;

6.1.2 be of satisfactory quality, free from defects and fit for their intended purposes (whether such purpose is implied or expressly stated in the P.O.); and,

6.1.3 not infringe any Intellectual Property Rights of any third party.

6.2 Supplier shall, with all possible speed and without cost to JetSmarter, re-perform the services and/or replace or repair any of the goods or any part thereof if the whole or any part of the Deliverables fail to meet the warranties set out in Clause 6.1. This warranty will continue in effect for a twenty four month period commencing on the date of delivery of the goods forming part of the Deliverables to JetSmarter or date of completion of the services forming part of the Deliverables, or for a longer period if provided for by the law governing these Terms or if a longer period has been mutually agreed upon by JetSmarter and Supplier.

6.3 JetSmarter shall promptly inform Supplier in writing of any Deliverables that fail to meet the warranties set out in Clause 6.1. Without limitation, Supplier shall reimburse any transportation costs and any other charges incurred by JetSmarter in re-performing or repairing or replacing the Deliverables.

6.4 JetSmarter's rights hereunder are in addition to and not in substitution of any express, implied statutory or other rights.

7. Inspection and Testing

Deliverables shall strictly comply with the requirements and specification set out in the P.O. JetSmarter may inspect the Deliverables, or carry out any tests called for in the specification attached to the P.O., either during manufacture, before dispatch, at the point of delivery or at any other time. In the event of any non-conformity to the agreed standard and/or specification, the procedure set in Clause 6.3 above shall apply.

8. Delivery, Risk and Title

8.1 Delivery shall be in accordance with the requirements set out in the P.O. and Supplier shall supply Deliverables within any time periods set out in the P.O. Strict compliance with such requirements is of the essence of the P.O.

8.2 JetSmarter shall return Goods delivered in error or in excess quantity at Supplier's expense. Supplier shall, in respect of incorrect deliveries, arrange for prompt re-delivery of Deliverables under the P.O. at no additional cost to JetSmarter.

8.3 Ownership and risk in the goods forming part of the Deliverables shall pass from Supplier (or Supplier shall procure that ownership shall pass from any relevant third party) to JetSmarter as soon as the goods are delivered to JetSmarter in accordance with the P.O. and these Terms. Passing of ownership and risk under this Clause shall be without prejudice to JetSmarter's rights of rejection under these Terms.

9. Drawings

Any drawings, specifications, data, documents, and other information provided by JetSmarter to Supplier in connection with the P.O. and all Intellectual Property Rights therein shall remain the sole and exclusive property of JetSmarter and its licensors. Supplier shall at all times keep confidential all information and materials under this Clause and return it to JetSmarter on demand or upon provision of the Deliverables or upon termination or expiry of the P.O. (whichever comes first).

10. Term and Termination

10.1 The term of the P.O. shall commence as of the effective or start date stated on the face of the P.O., or if no effective or start date is stated, then as of the date of the P.O. set out on the face of the P.O., and shall terminate when (a) all goods covered by the P.O. have been delivered to and accepted by JetSmarter, or (b) all services have been fully performed by Supplier; unless earlier terminated in a manner provided in these Terms or any other reason valid at law.

10.2 In addition to any other right or remedy available to a Party under these Terms or under any applicable law or otherwise, either Party may terminate the P.O., without need of judicial recourse, and without liability for compensation or damages (whether direct and/or indirect) of any type or nature in favour of the Party, if such other Party breaches any material provision of this P.O. or these Terms and has not cured the breach (if remediable) within fifteen (15) days after receipt of written notice of the breach from the non-breaching Party, which notice shall describe, with as much particularity as possible, the alleged material breach; provided however, that, this Clause 10.2 shall not apply to those instances covered specifically by Clause 15.2 below.

10.3 JetSmarter may terminate the P.O., without need of judicial recourse, at any time and for no reason, by giving to Supplier at least seven (7) days advance written notice of termination. In such case of termination by JetSmarter, Supplier will be entitled to claim from JetSmarter all reasonable costs incurred by Supplier for work and procurement of materials under the P.O. up until the date the P.O. was terminated by JetSmarter; provided however, that, Supplier would have provided to JetSmarter sufficient and satisfactory evidence of the costs so incurred.

10.4 The P.O. may be terminated by either Party forthwith by notice in writing to the other Party, without need of judicial recourse, and without liability for compensation or damages (whether direct and/or indirect) of any type or nature in favour of such other Party, in the event that such other Party becomes the subject of a petition in bankruptcy or any other proceeding of insolvency, liquidation or assignment for the benefit of creditors or such other proceedings having the same effect.

10.5 All provisions of these Terms which by their nature are intended to survive termination or expiry, including without limitation, Clauses 11, 12, and 18, shall so survive termination or expiry.

11. Intellectual Property Rights

11.1 Supplier confirms and warrants that neither the sale to JetSmarter nor use or possession by JetSmarter of any part of the Deliverables infringes any Intellectual Property Rights belonging to a third party anywhere in the world. Supplier shall: i. indemnify JetSmarter from all actions, costs, claims, demands, expenses, loss and liabilities whatsoever arising out of or relating to any actual or alleged infringement of any Intellectual Property Rights belonging to a third party due to JetSmarter's receipt and/or use and/or possession of any part of the Deliverables ("IPR Claim"); and, ii. defend or (at JetSmarter's option) assist in the defence of any proceedings which may be brought against JetSmarter relating to any IPR Claim.

11.2 In the event of an IPR Claim, Supplier shall promptly do all things and take such action including procuring any required licenses, consents or authorisations, or modifying or replacing any infringing item (without detracting from the overall functions or performance of the relevant Deliverables) without charge to JetSmarter as shall be necessary to prevent or remedy any infringement.

11.3 While exercising its rights under clause 11.2, Supplier shall: 11.3.1 not act in any way which shall prejudice the rights including Intellectual Property Rights, reputation and goodwill of JetSmarter; and, 11.3.2 at all times act in such a way as to minimise interruption and disruption to the operation of JetSmarter's business.

12. Indemnity, Insurance, and Limitation of Liability

12.1 Supplier indemnifies JetSmarter against all losses and damages (on a full indemnity basis and whether incurred by or awarded against JetSmarter) that JetSmarter may sustain or incur as a result, whether directly or indirectly, of:

- a. a claim that the Deliverables or their use or possession or supply breaches any obligation of confidence;
- b. a claim, demand, suit, action or proceeding by a third party arising from an act or omission of Supplier in connection with the P.O. whether negligent or not;
- c. without limiting paragraph (b), any act or omission of Supplier in connection with the P.O. resulting in or contributing to (i) claims by any third party against JetSmarter in respect of personal injury or death, or (ii) loss of or damage to JetSmarter's or a third party's physical property; or,
- d. failure by Supplier to comply with the requirements of the P.O. and/or of these Terms.

12.2 Supplier shall have in force and maintain at Supplier's cost such policies of insurance with a reputable and authorised insurer so as to give adequate levels of insurance cover in respect of all of Supplier's liabilities and obligations to JetSmarter in relation to the P.O., and shall, upon request by JetSmarter, provide evidence of such policies.

12.3 In no event shall JetSmarter be liable to Supplier for: i. amounts in excess of the amounts paid or still owed to Supplier by JetSmarter pursuant to the P.O.; or, ii. any consequential, (including, without limitation, lost profits and business interruption whether or not such damages are foreseeable) incidental, indirect, special, economic, or punitive damages arising out of or related to the breach or repudiation of contract, breach of warranty, negligence or otherwise.

13. Health and Safety and Behaviour on Jetsmarter Sites

13.1 Supplier shall at all times perform its obligations under the P.O. in a safe and responsible manner and shall observe and comply with all applicable laws, rules, regulations, and industry standards.

13.2 If Supplier is required to provide services at the Site, then Supplier shall comply with JetSmarter's confidentiality, data privacy, health, safety and environmental policy, regulations and procedures applicable at the Site.

13.3 Supplier shall procure that Personnel abide by JetSmarter's security regulations and such directions as may be issued by JetSmarter's security officers when working at the Site.

13.4 Supplier shall supply a statement of its own safe working practices, and shall provide evidence as required of the competence and training of persons employed or engaged by Supplier in connection with the P.O.

14. Safety of Goods

To enable JetSmarter to comply with its obligations under applicable health and safety legislation, Supplier shall provide JetSmarter with adequate information about any goods supplied under the P.O., the use for which they are designed and tested and about any conditions necessary to ensure such goods will be safe and without risk to health when properly handled, stored, transported and used. This information is to be supplied to JetSmarter in writing marked with JetSmarter's P.O. number and relevant item number(s).

15. Prohibited Business Practices, Code of Conduct & Sanctions

15.1 Each Party hereby represents, warrants, and undertakes that: (1) it shall comply with all applicable laws relating to anti-bribery, anti-corruption, anti-money laundering, terrorist financing, and unfair and prohibited business practices (including without limitation, anti-trust and competition law); (2) in connection with the procurement and/or negotiation of this P.O., it has not: (A) made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any public/government official or private person in order to: (i) improperly influence any act, decision or failure to act by that official or person; (ii) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity; or (iii) secure any improper advantage; (B) requested, agreed to receive or accepted any undue financial or other advantage of any kind in entering into this P.O.; (3) should it learn or have reason to know of any (i) payment, gift or other transfer of value, directly or indirectly, to it or to any public/government official or private person that would violate any anti-corruption or anti-bribery law; or, (ii) conduct that would violate any laws concerning money laundering, terrorist financing or unfair and prohibited business practices, it shall immediately disclose such activity to the other Party; (4) (i). it is not a Designated Party (for purposes of these Terms, "Designated Party" means any person or entity that is designated in published lists issued by the U.S. government or the United Nations or the European Union as a Specially Designated National or a Designated Person, a terrorist, a foreign terrorist organization, an organization

that assists or provides support to a foreign terrorist organization, a proliferator of weapons of mass destruction, a narcotics trafficker or any other similar designation that would prohibit the other Party from engaging in a transaction with that individual or entity under applicable law) or the subject or target of any economic or trade sanction law or regulation; (ii). none of its directors or employees or owners or shareholders or parents or affiliates or subsidiaries is a Designated Party or the subject or target of any economic or trade sanction law or regulation; (iii). it shall comply with any and all economic and trade sanction laws and regulations (as they apply to it) enacted by the United States, the United Nations, and the European Union; (iv). it will not engage in or facilitate any business activity that would lead the other Party to breach any economic or trade sanction law or regulation; (v). in the event that during the term of this P.O. it or any of its directors or employees or owners or shareholders or parent companies or affiliates or subsidiaries becomes a Designated Party or the subject or target of any economic or trade sanction law or regulation, then it shall disclose such an event to the other Party immediately; and, (vi). it does not act for or on behalf of any person that is a Designated Party or the subject or target of any economic or trade sanction law or regulation; and, (5) any and all information and documentation provided by it to the other Party during any due diligence process which may be carried out by such other Party is accurate and complete. The Supplier further hereby represents, warrants, and undertakes that it shall at all times comply and act consistently with the latest version of the JetSmarter Supplier Code of Conduct (the 'Code'), issued by JetSmarter and made available at <https://docs.flyxo.com/vistajet-legal/general/supplier-code-of-conduct.html>, and shall adhere to all the principles, standards and expectations set out therein. The latest version of the Code is incorporated into this P.O. by reference. It is the responsibility of the Supplier to access the aforementioned website and read the latest version of the Code from time to time.

15.2 Notwithstanding any contrary provision in these Terms, either Party (the 'First Party') may (without prejudice to all its other rights under these Terms and at law) terminate this P.O. by means of written notice to the other Party (the 'Second Party'), with immediate effect, without need of judicial recourse, and without liability for compensation or damages (whether direct and/or indirect) of any type or nature in favour of the Second Party, in the event that: i. the Second Party breaches any representation, warranty or undertaking set forth in this provision and fails to remedy (if such a breach is remediable) that breach within 10 days of the Second Party being notified in writing of the breach; or, ii. the Second Party and/or any of its directors and/or owners and/or shareholders and/or parent companies and/or affiliates and/or subsidiaries becomes a Designated Party or the subject or target of any economic or trade sanction law or regulation.

16. Compliance With Laws

Supplier shall observe and abide by and shall require its sub-contractors and Personnel to observe and abide by all applicable laws regulations and bye-laws in relation to the supply of Deliverables including any which may come into force during the period of the P.O. Supplier confirms and warrants to JetSmarter that it has and will maintain, at its own expense, all and

any licences or consents (including those required by any government or other authority) required for the supply or carriage of the Deliverables.

17. Records & Audit

Supplier shall maintain complete and adequate records of all its operations under the P.O. and as further required under the P.O. and shall at all times supply such data and information as will keep JetSmarter and its representatives fully informed of the progress of the Deliverables and of all results currently obtained. JetSmarter shall have the right, upon no less than 7 days' prior written notice to the Supplier, to have its appointed auditor inspect such records on the Supplier's premises during the Supplier's normal business hours.

18. Confidentiality & Personal Data

18.1 Any and all information obtained by Supplier from JetSmarter in connection with the P.O. shall be deemed to be confidential information of JetSmarter ('Confidential Information') and, unless disclosure is required by law, judicial action, government department or agency or other regulatory authority, Supplier shall not disclose to any third party any such information without first obtaining the written consent of JetSmarter. The confidentiality obligations under this Clause 18.1 shall continue for an indefinite period.

18.2 As a result of the P.O., Supplier may obtain personal data (as defined in Appendix A attached herewith, which Appendix forms part of and is incorporated into these Terms) from JetSmarter or from any affiliate of JetSmarter and consequently the Parties have agreed on the terms and conditions covering such personal data as set out in Appendix A. In the event of any conflict between Appendix A and these Terms and/or the P.O., then the terms and conditions of Appendix A shall prevail.

19. Publicity & Use of Marks

19.1 Supplier shall not advertise or publish (including denial or confirmation thereof) the fact that Supplier has contracted to furnish to JetSmarter the Deliverables hereby ordered, without the prior express written consent of JetSmarter. On the other hand, Supplier hereby grants to JetSmarter a non-exclusive, royalty-free, indefinite and worldwide license to refer to Supplier as a provider, supplier, partner, or similar designation, of JetSmarter.

19.2 Supplier will not use for publicity, promotion or otherwise, any logo, name, trade name, trade dress, service mark or trademark (each a "Mark") of JetSmarter or of any other entity of the JetSmarter Group, including, but not limited to, the term JetSmarter or the JetSmarter logo, or any simulation, abbreviation or adaptation of the same, or the name of any JetSmarter Group employee, without JetSmarter's prior, written, express consent. JetSmarter may withhold

such consent in JetSmarter's absolute discretion and may, if granted, withdraw such consent with the provision of reasonable notice. With regard to the use of a Mark, all requests for approval pursuant to this Clause must be submitted with all necessary detail to JetSmarter at least thirty (30) business days prior to the date on which a response is needed. If granted, Supplier shall at all times use the proper Mark attribution for the relevant jurisdiction and shall comply with any reasonable instruction set by JetSmarter for the use of the Mark.

19.3 Supplier agrees, subject to all applicable laws, not to make public statements or communications that disparage JetSmarter, its business, services, products, or any entity of the JetSmarter Group, or its or their current, former or future directors or executive officers (in their capacity as such), or with respect to any current or former director or executive officer or shareholder of JetSmarter or its affiliates (in their capacity as such). The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

20. Assignment and Subcontracting

20.1 Supplier shall not assign, novate, transfer or otherwise deal in any way with any rights or benefits under the P.O. and these Terms, without the prior written consent of JetSmarter.

20.2 Supplier shall not use any sub-contractors for the provision of the Deliverables without JetSmarter's prior written consent to the use of sub-contractors. If Supplier uses a sub-contractor, then Supplier remains liable for the sub-contractor's performance, and any such subcontracting shall not create any contractual relationship between JetSmarter and such sub-contractor.

21. Waiver

No failure or delay on the part of either party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise of any such right, power or remedy. The rights, powers or remedies provided herein are cumulative and not exclusive of any remedies provided by law and thus may be exercised as often as each party considers appropriate and are in addition to its rights under the applicable law. The rights, powers or remedies of one party against the other party are not capable of being waived or amended except by an express waiver or amendment in writing. Any defective or partial exercise of any such rights, powers or remedies will not preclude any other or further exercise of that or any such right, power or remedy and no act or course of conduct or negotiation on a party's part or on its behalf will in any way preclude such party from exercising any such right, power or remedy or constitute a suspension or any amendment of any such right, power or remedy.

22. Applicable Governing Law and Jurisdiction

These Terms and the P.O. shall be governed, construed, enforced and interpreted in accordance with the Laws of Florida. Supplier irrevocably agrees for the exclusive benefit of JetSmarter that the Courts of Florida shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any dispute which may arise out of, under, or in connection with these Terms and/or the P.O. and for such purposes hereby irrevocably submits to the jurisdiction of such Court. Nothing contained in this Clause 22 shall limit the right of JetSmarter to take proceedings against Supplier in any other Court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law). Supplier irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or subsequently to the laying of the venue of any proceedings in any such Court as is referred to in this Clause and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement in any proceedings brought in any such Court as is referred to in this Clause shall be conclusive and binding upon Supplier and may be enforced in the Courts of any other jurisdiction.

23. Shipping

Supplier shall comply with all the shipping related terms set out on the face of the P.O. No additional charge will be allowed for packing, crating, freight, express or cartage, unless specified on the P.O.

24. Severance and Notices

24.1 If any provision of these Terms or the P.O. is declared inoperative, void or illegal by a court and/or tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect unless these Terms and/or the P.O. are thereby rendered impossible to perform.

24.2 Any communication to be sent by any party to the other party under these Terms shall be valid if in writing and in the English language, and shall be deemed properly given if sent by any means that provides proof of despatch or receipt addressed as appropriate to the address of the principal office of said other party as set out on the P.O. If the addressee rejects or otherwise refuses to accept the communication, or if the communication cannot be delivered because of a change in address for which no notice was appropriately given, then communication is effective upon the rejection, refusal or inability to deliver. Nothing contained in these Terms shall justify or excuse failure to give verbal notice for the purpose of informing the other party thereof when prompt notification is appropriate, but such verbal notice shall not satisfy the requirement of written notice.

25. Independent Status

Supplier accepts and agrees that it and all of its employees, officers, directors, agents, subcontractors and representative shall be deemed to be, and shall be, an independent contractor, and shall not be entitled to any benefits applicable to JetSmarter's employees. Supplier has no authority to assume or create any obligation in the name of JetSmarter.

26. Third Parties

A person who is not party to these Terms and the P.O. shall have no rights to enforce any term of, or any benefit under, the P.O. or these Terms.

27. Non-exclusivity

The P.O. and these Terms shall not be an exclusive agreement between Supplier and JetSmarter. Nothing shall prevent JetSmarter from procuring goods and services which are the same as or similar to the Deliverables from any third party.

28. Representations

Supplier agrees that it has not been induced to accept the P.O. and these Terms by any representation other than that expressly set out in the P.O. and in these Terms.

29. Electronic Signatures

The parties acknowledge and agree that neither of them shall contest the validity of the P.O., or any acknowledgement thereof, on the basis that the P.O. or acknowledgement contains an electronic signature.

Version control

Date	Version	Description
1 February, 2020	1	Effective Date

Appendix A

Personal Data

A. Definitions

All capitalized terms used but not defined in this Appendix shall have the same meaning as set forth in the Terms. Lower case terms used but not defined in this Appendix, such as “personal data”, “personal data breach”, “processing”, “controller”, “processor”, “supervisory authority” and “data subject”, will have the same meaning as set forth in Article 4 of the GDPR.

B. Scope and Roles

This Appendix applies to the processing of personal data by Supplier on behalf of JetSmarter or any JetSmarter affiliate under the P.O. In this context, JetSmarter and any JetSmarter affiliate is the controller of such personal data and Supplier is the processor of such personal data.

C. Processing

1. Where Supplier is carrying out processing on behalf of JetSmarter, Supplier shall implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the GDPR and this Appendix and ensure the protection of the rights of the data subject.
2. Supplier shall not engage another processor without prior specific or general written authorisation of JetSmarter. In the case of general written authorisation, Supplier shall inform JetSmarter of any intended changes concerning the addition or replacement of other processors, thereby giving JetSmarter the opportunity to object to such changes in the manner more specifically set forth herein.
3. Processing by Supplier shall be governed by this Appendix. In particular, Supplier shall:
 - a. process the personal data only on documented and written instructions from JetSmarter, including with regard to transfers of personal data to a country outside Europe (for purposes of this Appendix the term “Europe” means, all the countries forming part of the European Economic Area (EEA), Switzerland, and the United Kingdom in the event that the United Kingdom is no longer part of the EEA) or to an international organisation, unless required to do so by any applicable law; in such a case, Supplier shall inform JetSmarter of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - b. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

- c. take all measures required pursuant to Article 32 of the GDPR;
- d. respect the conditions referred to in paragraphs 2 and 4 in this Section C for engaging another processor;
- e. taking into account the nature of the processing, assist JetSmarter by appropriate technical and organisational measures, for the fulfilment of V JetSmarter's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- f. assist JetSmarter in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Supplier;
- g. make available to JetSmarter all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR;
- h. at the request of JetSmarter submit its data processing facilities for audit of the processing activities covered by this Appendix which audit shall be carried out by JetSmarter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by JetSmarter, where applicable, in agreement with the supervisory authority;
- i. at the request of the supervisory authority, submit its data processing facilities for audit of the processing activities covered by this Appendix by the supervisory authority;
- j. collect, access, maintain, use, and process personal data solely for the purpose of performing Supplier's obligations under the P.O.;
- k. ensure that the accuracy of the personal data held on Supplier's systems and hosting infrastructure is preserved in the state in which it is received (subject to any of Supplier's obligations to correct such data set out in the P.O. and/or the Terms);
- l. ensure that there is at all times a nominated employee(s) of Supplier responsible for ensuring compliance with Supplier's obligations under this Appendix, and Supplier shall ensure that it has adequate resources to perform its obligations under this Appendix;
- m. make available to JetSmarter all information necessary to demonstrate compliance with the obligations laid down in this Appendix;
- n. in the event of an investigation by a supervisory authority, provide JetSmarter with reasonable assistance and support in responding to such investigation;
- o. promptly notify JetSmarter about any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a

prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; and,

p. maintain a record in writing or electronic form of all categories of processing activities carried out on behalf of JetSmarter, containing:

i. the name and contact details of, Supplier, of each processor it has engaged (as authorised by JetSmarter) to process personal data under the P.O. and the Terms, and of Supplier's nominated employee(s) responsible for ensuring compliance with Supplier's obligations under this Appendix;

ii. the categories of processing carried out on behalf of JetSmarter;

iii. where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the GDPR, the documentation of suitable safeguards

iv. where possible, a general description of the technical and organisational security measures referred to in Section G below.

4. Where Supplier engages another processor (subject to first having obtained written authorisation from JetSmarter to any such engagement as set out in Section 2 above) for carrying out specific processing activities on behalf of Supplier, the same data protection obligations as set out in this Appendix shall be imposed on that other processor by way of a written contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Supplier shall remain fully liable to JetSmarter for the performance of that other processor's obligations. Supplier shall provide to JetSmarter, upon JetSmarter's request, copies of any contracts entered into by Supplier with any other processor pursuant to this Section 4 (Supplier shall have the right to remove any commercial information from the contracts so disclosed to JetSmarter). Supplier hereby acknowledges that the supervisory authority has the right to conduct an audit of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of Service Provider under the GDPR.

D. Processing Details

The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and the obligations and rights of JetSmarter are set forth in the P.O. and/or the Terms, including this Appendix, in particular:

a. The subject-matter of the processing under this Appendix is the personal data provided by JetSmarter to Supplier in respect of the Deliverables under the P.O. and the Terms.

- b. The duration of the processing is the duration of the provision of the Deliverables under the P.O. and the Terms.
- c. The nature and purpose of the processing is in connection with the provision of the Deliverables under the P.O. and the Terms.
- d. The types of personal data processed under the P.O. may include (without limitation) full name, email addresses, home postal addresses, office/institution postal address, social media handles, telephone, mobile phone numbers, business cards and job titles, work section, username and passwords for accessing and using the Deliverables, education, certifications, professional background and training; gender, photographs, audio and videos; credit card data, bank account data; government-issued identification, including passport numbers; date of birth; place of birth; goods, services or content provided; usage data and statistics; connection data; other unique identifiers such as IP addresses or device IDs; results data from the products and services which may include other third party data and other types of personal data identified in the GDPR, and/or documents, images or other content containing personal data submitted by or at the direction of JetSmarter as part of the Deliverables.
- e. The categories of data subjects may include employees, contractors, agency and temporary personnel (and their respective relatives and guardians), of JetSmarter and its affiliates and subsidiaries, and JetSmarter's or its subsidiaries' or affiliates' clients, prospective clients, suppliers and other individuals about whom personal data is submitted to Supplier by or at the direction of JetSmarter as part of the Deliverables.
- f. The personal data processed under the P.O. and the Terms may include special categories of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health.

E. Data Subject Rights

Supplier shall promptly (but in any case not later than 3 calendar days from the initial receipt of the request), notify JetSmarter of any data subject requests (including but not limited to "opt-out" specifications, information access requests, information rectification requests and all like requests) received by Supplier, and work with JetSmarter to promptly and effectively handle such requests, and shall not respond to any such requests unless expressly authorized to do so by JetSmarter (save that nothing in this Section shall require the Supplier to comply with this Section insofar as to do so would contravene any applicable legislation).

F. Transfer of Personal Data

- a. Supplier will ensure that no personal data originating from Europe is transferred by it to a country or territory outside Europe without JetSmarter's express written consent and subject to any conditions imposed by JetSmarter on such transfer if necessary.

b. If as a result of the P.O., personal data will be transferred by JetSmarter to Supplier from the EEA, to any country or territory outside the EEA not deemed by the European Commission as providing an adequate level of protection for personal data, then the applicable model contract for the transfer of personal data to third countries issued by the European Commission ('Model Contract') shall apply to such personal data and such Model Contract shall be incorporated into this P.O. and Terms upon the execution and submission of the Model Contract by the Parties in accordance with its terms. The Supplier shall not raise any objection whatsoever to the execution of such Model Contract and the Supplier hereby acknowledges and accepts that the Model Contract cannot be modified save where otherwise stated in the Model Contract itself. In the event of any conflict between these Terms and/or the P.O. on the one hand and the terms in the Model Contract on the other hand, the terms in the Model Contract shall prevail. Once a Model Contract has been executed, JetSmarter may thereafter from time to time, by at least 30 days written notice to Supplier, make any variations to the Model Contract so executed which are required, as a result of any change in, or decision of a competent authority under, the GDPR, to allow such transfers of personal data to be made (or continue to be made) without breach of the GDPR; and the Supplier shall not raise any objection whatsoever to any such variations so required.

G. Security of Processing

1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- a. the pseudonymisation and encryption of personal data;
- b. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- e. the use of reasonable user identification or password control requirements and other security procedures in relation to personal data, including strong passwords, and session time-outs;
- f. the maintenance of firewalls to segregate Supplier's internal networks from the internet, and employing appropriate intrusion detection, monitoring, and logging capabilities to enable detecting and responding to potential security breach attempts;

- g. the performance of third party network vulnerability assessments;
 - h. the maintenance of the software on Supplier's internal networks to ensure that the software is free from vulnerabilities;
 - i. the application of all manufacturer-recommended security updates to all infrastructure storing, processing or transiting personal data in a timely manner;
 - j. the maintenance and enforcement of policies and procedures to ensure that all of the following requirements are met: (a) up to date virus protection software shall be installed on all computer systems attached to Supplier's networks; (b) access to Supplier's computer resources and networks (including wireless networking and remote access) shall be limited to approved configurations utilizing appropriate identification and authentication methods;(c) personal data shall be stored only on devices located within Supplier's secure facilities, shall only be used for the purposes of performing Supplier's obligations under the P.O. and the Terms, and shall not be distributed, repurposed or shared across other applications, environments or Supplier's business units; and,
 - k. ensuring that all electronic mail (email) communications pertaining to the Deliverables are conducted to and from an email domain that is owned by Supplier.
2. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
3. Supplier shall take steps to ensure that any natural person acting under its authority who has access to personal data does not process them except on instructions from JetSmarter, unless he or she is required to do so by any applicable law.

H. Personal Data Breach

In the case of a personal data breach, Supplier shall without undue delay and, not later than 24 hours after having become aware of it, notify the personal data breach to JetSmarter. Such notification shall at least:

- a. describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- b. communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- c. describe the likely consequences of the personal data breach;

- d. describe the measures taken or proposed to be taken by Supplier to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Supplier shall document any personal data breaches, comprising the facts relating to the personal data breach, its effects and the remedial action taken.

Supplier shall also respond to JetSmarter's request for further information so that JetSmarter may fulfil its obligations under Articles 33 and 34 of the GDPR., and Supplier shall assist JetSmarter in the event that JetSmarter is legally bound to communicate the personal data breach to the affected data subjects.

If any personal data breach or other unauthorized access, acquisition or disclosure of personal data occurs as a result of an act or omission of Supplier, Supplier will, at Supplier's sole expense, undertake remedial measures in accordance with JetSmarter's instructions. This shall be without prejudice to JetSmarter's rights under Section K below.

I. Audit

The rights set out in Section C.(3)(h) are subject to the notice, confidentiality and other requirements for conducting audits that may be set forth in the Terms. In the absence of such requirements in the Terms, the following shall apply: Audits shall be:

- a. subject to the execution of appropriate confidentiality undertakings or relying on similar obligations in the Terms;
- b. conducted at a mutually agreed upon time and in an agreed upon manner; and,
- c. at the expense of JetSmarter; provided however, that, if audit results find that Supplier is not in compliance with the requirements of this Appendix, then Supplier agrees to work with JetSmarter to identify reasonable remediation actions and to promptly take action at Supplier's expense to correct those matters or items mutually agreed upon by Supplier and JetSmarter that are identified in any such audit that require correction. This shall be without prejudice to JetSmarter's rights under Section K below.

J. Title

Supplier shall have no right, title or interest in personal data obtained by it from JetSmarter and/or from JetSmarter's subsidiaries and/or affiliates as a result of the P.O., and such personal data shall be considered confidential information of JetSmarter.

K. Compliance and Changes

1. Notwithstanding any contrary provision in the P.O. and/or the Terms, in the event that Supplier is unable to comply with the obligations stated in this Appendix then Supplier

shall promptly notify JetSmarter, and JetSmarter may, in its sole and absolute discretion, take any one or more of the following actions: (i) suspend the transfer of personal data to Supplier; (ii) require Supplier to cease processing personal data; (iii) demand the secure return or destruction of the personal data; or (iv) immediately terminate the P.O. without any form of liability on the part of JetSmarter.

2. JetSmarter may, from time to time, propose to the Supplier any variations to this Appendix which JetSmarter reasonably considers to be necessary to address the requirements of the GDPR; Provided however, that, any such proposed variations shall only become effective upon the mutual written consent of both Parties.

L. Return or Destruction of Personal Data

Without prejudice to any other rights of JetSmarter under the P.O. or the Terms, upon termination or expiry (whichever comes first) of the P.O. for any reason, Supplier shall promptly contact JetSmarter for instructions regarding the return, destruction or other appropriate action with regard to personal data. Upon termination or expiry (whichever comes first) of the P.O. for any reason, or at any time at the request of JetSmarter, Supplier shall: (i) return personal data to JetSmarter, and ensure that all electronic copies of such personal data are deleted from Supplier's (and where applicable, its sub-processors') systems; or (ii) if requested by JetSmarter in writing, promptly destroy, delete and render unrecoverable all tangible and electronic instances of personal data from Supplier's (and where applicable, its sub-processors') systems. If requested by JetSmarter, Supplier shall provide JetSmarter with written confirmation of its compliance with the requirements of this Section.

M. Privacy Policy

Supplier shall act consistently with the latest version of JetSmarter's Privacy Policy (the 'Policy'), issued by JetSmarter and made available at <https://docs.flyxo.com/jetsmarter-legal/general/privacy-policy.html> and shall ensure at all times that Supplier shall not commit any act or omission that may result in JetSmarter being in breach of the Policy. The latest version of the Policy is incorporated into this Appendix by reference. It is the responsibility of the Supplier to access the aforementioned website and read the latest version of the Policy from time to time. In the event of any conflict between this Appendix and the Policy, the terms and conditions of this Appendix shall prevail.

N. Indemnity

Notwithstanding any contrary provision in the P.O. and/or the Terms, the Parties agree that if JetSmarter is held liable for a violation of any of the Sections in this Appendix committed by the Supplier, then the Supplier will, to the extent to which it is liable, indemnify JetSmarter for any cost, charge, damages, expenses or loss it has incurred. Indemnification is contingent upon:

1. JetSmarter promptly notifying the Supplier of a claim; and
2. the Supplier being given the possibility to cooperate with JetSmarter in the defence and settlement of the claim.

This indemnity obligation survives the expiry or termination of the P.O.