

Credit Account Cooperation Agreement

Between: Tigerair Taiwan Co., Ltd. (hereinafter "Party A")

_____ (hereinafter "Party B")

Party B's credit account registered on Party A's official website:

English name: _____

Credit account number (to be filled in by Party A): _____)

Party A operates a civil aviation business and wishes to cooperate with specific suppliers to procure business development. Party B is a credit account operator with main business, including the sale of air tickets and air ticket accessory services. Now the parties have agreed to this "Credit Account Cooperation Agreement" (hereinafter this "Agreement") for the purpose of selling Party A's air tickets and relevant services (hereinafter "Air Ticket Sale") as follows on _____, 20__.

1. Term

1.1 This Agreement is valid for one year starting from _____, 20__.

1.2 If neither party gives the notice to terminate the cooperation 30 days before the expiry date of this Agreement or its automatic renewal, this Agreement shall be automatically renewed for one year. The same shall apply thereafter.

2. Both Parties' Responsibilities

Unless otherwise provided in this Agreement, the parties shall comply with the following during its validity term.

2.1 Party A's Responsibilities

- 1) Provide Party B with discounted booking service fees;
- 2) Grant a non-exclusive and non-proprietary license to Party B to use Party A's company trademark, name, logo, etc. following Party A's prior written confirmation during the validity period of this Agreement and within the licensed scope and reasonable scope;
- 3) Shall not make any false, disparaging comments or attack Party B in any public occasion or to any public media, having an impact on Party B's goodwill, during the validity term of this Agreement and within 3 years from the end of this Agreement;
- 4) Provide transportation to Party B's clients who have purchased Party A's air tickets and relevant services in accordance with Party A's Conditions of Carriage.

2.2 Party B's Responsibilities

- 1) Shall not change the Air Ticket Sale prices provided by Party A in any manner without Party A's prior written approval;
- 2) Shall not engage in price-cutting competition in relation to Party A's Air Ticket Sale in any channel without Party A's prior written approval;
- 3) Ensure that Party A's information displayed on Party B's official website and relevant websites are correct, truthful and consistent with the information provided by Party A;
- 4) Use Party A's company trademark, name and logo within the scope of Party A's license; the use of all documents and information provided by Party A (including but not limited to electronic and physical photos and texts), if any, shall be subject to Party A's prior confirmation and approval on the drafts;
- 5) Shall not make any false disparaging comment or attack against Party A in any public occasion or to any public media, having an impact on Party A's goodwill, during the validity term of this Agreement and within 3 years from the end of this Agreement;
- 6) Swiftly and precisely provide services and service hotline to Party B's clients through dedicated staff;
- 7) In case of any consumer dispute with Party B's client, engage in mediation, litigation or otherwise to resolve all disputes with Party B's client;
- 8) Do not use any software that is not approved or licensed by Party A (including but not limited to web scraping or spidering) to scan or search any information on Party A's official website;

- 9) Party B shall guarantee that Party B and its clients shall comply with Party A's regulations and announcements about SkyAgent and OTA, "Privacy Protection Policy" and "Conditions of Carriage" on Party A's official website (<https://www.tigerairtw.com>) and all policies, provisions and rules established by Party A.
 - 10) If Party B breaches the above Paragraphs, Party A has the right to immediately suspend/stop Party B's right to use relevant accounts.
3. Credit account application:

Party B shall register and apply for a credit account on Party A's official website in accordance with Party A's instructions and the relevant requirements of Party A's credit account application. After Party A approves the application and provides Party B with an agent code, Party B shall complete the fund remittance in accordance with Article 4 of this Agreement.
 3. Payment:
 - 3.1 Other than the fees that Party A claims directly from Party B's clients (such as overweight luggage charge, seat reservation fee, etc.), all payments due by Party B's clients under this Agreement (such as all ground service fees (including air ticket fees), etc.) shall be paid to Party B by Party B's clients within the designated period. Party A shall be held harmless from any payment dispute. Party A may charge any fee from Party B regardless of delayed payment or non-payment by Party B's clients to Party B.
 - 3.2 Payment for air tickets under this Agreement shall be paid by Party B to Party A. The payment manner is that Party B shall prepay a certain amount to Party A and the amount of each ticket issued shall be deducted from such prepayment. If the amount of prepayment is no longer sufficient to cover the amount of ticket issuance, which means balance amount after deduction will be less than NT\$1, it shall be deemed that the booking has failed and Party A shall not be obliged to satisfy Party B's ticketing request, nor shall Party A be liable for Party B or any third party.
 - 3.3 For the first fund remittance, Party B shall make a prepayment of at least NT\$50,000 or the equivalent value in foreign currency.
 4. Confidentiality and Prohibition
 - 4.1 The parties understand and confirm that the contents, details, written information provided under this Agreement shall be deemed commercial secrets and trade secrets and both parties are bound by confidentiality obligations. Unless agreed in writing by both parties in advance, or pursuant to requirements of the law or disclosure to external advisors (such as attorneys and accountants, etc.), the above information shall not be published, provided or disclosed in any form to any third party, nor shall such information be used for any purpose other than this cooperation. The same shall be applicable after expiry or early termination of this Agreement. However, cooperation with Party A and its affiliates as required for business is excluded.
 - 4.2 Both parties' employees, suppliers and their affiliates agree that, in the negotiation and performance of this Agreement, they shall not, for the purpose of public or commercial bribery or for the purpose of achieving the effect of government or commercial bribery, directly or indirectly pay any amount or transfer any value, provide, commit or give any financial or other interest, or demand, agree to receive or accept any financial or other interest, or accept or give a tacit agreement to corruption, blackmail, kickback, bribery or other unlawful or undue acquisition or maintenance of business, commercial interest, or unduly perform any act or activity, any of the above potentially resulting in the breach of, or resulting in the breach by the other party's member of, any applicable laws of the Republic of China. If either party breaches this clause, the other party may terminate this Agreement forthwith. If the other party suffers damage, the breaching party shall unconditionally be liable for compensation.
 5. Personal Data Protection
 - 5.1 Party B shall collect, process and use any third party's "personal data" (as defined in subparagraph 1, Article 2 of the Personal Data Protection Act, same hereinafter) in

manners that are consistent with the Personal Data Protection Act and its Enforcement Rules and other applicable legislation (including but not limited to inform data subjects in accordance with applicable laws, etc.) and shall undertake proper security measures to protect personal data. The collection, processing and use shall be limited to the scope of the purposes required for the Air Ticket Sale and the above personal data shall not be reproduced, collected, processed, used or disclosed to any third party in any manner or form beyond the scope agreed under this Agreement.

5.2 Party B shall, pursuant to Party A's request, provide relevant third-party personal data to Party A, provided that Party B shall acquire the consent of the data subjects of such personal data in advance and shall guarantee that the data subjects of such personal data agree to Party A's collection, processing and use of such personal data in accordance with Privacy Protection Policy on Party A's official website.

5.3 If either party has any theft, disclosure, alteration or other infringement upon personal data related to this Agreement, such party shall give immediate written notice to the data subjects of personal data and the other party and shall provide explanations about the facts and remedy measures.

5.4 All provisions of this article shall survive the expiry or termination of this Agreement.

6. Miscellaneous

6.1 If either party breaches any provision of this Agreement, unless otherwise provided in this Agreement, and fails to make the corrections after the non-breaching party gives the notice to seek correction within a period (at least 14 days), the non-breaching party may immediately cancel or terminate this Agreement unilaterally. The breaching party shall compensate all damages suffered by the non-breaching party (including but not limited to third-party claims, attorney's fee, litigation fee, goodwill damage, etc.)

6.2 If either party wishes to terminate this Agreement before its expiry, it shall give at least 45-day prior written notice to the other party.

6.3 This Agreement is the entire agreement between the parties. No commitment, statement, guarantee or declaration by either party about anything related to this Agreement before its date of signature shall be effective or have an impact on the provisions of this Agreement.

6.4 The cooperation under this Agreement shall not be interpreted as agency, partnership, joint venture or any other relationship other than as provided in this Agreement.

6.5 Unless otherwise provided in this Agreement, no amendment, adjustment or transfer of right or obligation under this Agreement shall be valid or binding unless the parties have reached a consensus in writing and signed an effective document.

6.6 This Agreement shall be interpreted in accordance with and governed by the laws of the Republic of China. In case of litigation due to any dispute between the parties under this Agreement, it is agreed that the Taiwan Taipei District Court shall be the first-instance court of jurisdiction.

6.7 This Agreement is made in two copies. Each of Party A and Party B shall hold one copy.

Signed by

Party A: Tigerair Taiwan Co., Ltd.

Party B:

Registered Address: No. 1, Hangzhan South Road, Dayuan District, Taoyuan City
Contact Address: 5F, No. 3, Alley 123, Lane 405, Dunhua North Road, Taipei City

Registered Address:

Contact Address:

Mailbox: sales-team@tigerairtw.com
Tax No.: 54381049
Representative: Chen, Han-Ming
Authorized Signatory: Chih-Yuan, Hsu,
Director of Commercial Travel

Mailbox:
Tax No.:
Representative:
Authorized Signatory: