

General Terms and Conditions and Cancellation Policy of FlyPal

1. Subject matter of the Contract, FlyPal

1.1

FlyPal shall take over the exclusively performance-based enforcement of any claims for compensation (where applicable also further claims) against airlines that you may be entitled to under the NCAA Consumer Protection Part 19 regulation (hereinafter referred to as '**Claim**') in accordance with the following provisions.

For the purpose of enforcing your Claim, after we have agreed to take over the enforcement of your claims for compensation, you shall either irrevocably assign your Claim to us on trust and authorise us to enforce the Claim under your name (hereinafter referred to as '**Assignment Process**') or authorise us to enforce the Claim in and under your name (hereinafter referred to as '**Authorisation Process**').

1.2

FlyPal shall seek to enforce the Claim against the airline out of court and shall obtain the relevant information required for this purpose (including information from the airline).

1.3

If FlyPal's endeavours to enforce the Claim are insufficient we may engage a contract lawyer to enforce the Claim (cf. para. 6). We shall bear the costs for the activities of the contract attorney engaged by us if our efforts are unsuccessful (cf. para. 6.4).

1.4

The presentation of the services provided by FlyPal on our website <https://www.flypal.com> (or other FlyPal pages), shall not constitute a binding offer for the conclusion of a contract.

2. Conclusion of Contract, Specifications

2.1

You are engaging our services after having made a compensation request on our website (hereinafter referred to as '**Order Process**').

By clicking on the corresponding order button you are submitting a binding offer for the conclusion of a remunerated representation agreement pertaining to the enforcement of the Claim, including any incidental claims. We accept your offer either via our explicit declaration (e.g. by email) or via the enforcement of the compensation claim against the airline.

2.2

The data requested in the Order Process shall be submitted fully and correctly and shall be amended without delay if the data provided change after registration or if you notice that you have submitted incorrect data. This applies in particular to the data you provide with respect to your flight details, address, phone number and e-mail address.

3. Fees

3.1

You shall pay fees to FlyPal in the amount of the agreed percentage of the enforced Claim (hereinafter referred to as '**Fees**') plus statutory VAT. A prerequisite for the accrual and maturity of the fee is that the Claim is successfully enforced.

3.2

The amount of the Fee shall be determined by whether the involvement of our contract lawyers is necessary to enforce the claim. If we succeed in enforcing your claim without involving our contract lawyers, we will charge you a lower fee. Only if our out-of-court enforcement efforts have been completely or partially unsuccessful, we will involve our contract lawyers. The relevant percentage (with/without involvement of the contract lawyers) for the calculation of the remuneration is specified in the order process.

The calculation of the Fees is based on all payments made by the airline after FlyPal has sent its payment request, with the exception of any accrued interest on default on the claim, which is owed in full to FlyPal. If, with your consent, the claim is settled in kind rather than in cash (e.g. flight vouchers), unless agreed otherwise, we shall be entitled to a corresponding commission in cash based on the value of the payment in

kind. We shall also be entitled to Fees once the airline has made payments to you (e.g. in the form of a cheque).

3.3

Should FlyPal only enforce a part of the demanded Claim, we will calculate the fee based only on the percentage of the Claim enforced by us. The same shall apply in the event of a settlement with the airline pursuant to para. 7.

3.4

Should our endeavours be unsuccessful, you will not be charged any Fees. This also applies if contract lawyers have been engaged to enforce the Claim. Should you have engaged a contract lawyer or if we have engaged a contract lawyer on your behalf, we shall exempt you from such lawyer's fees in accordance with para. 6.4.

3.5

In the event of premature termination of the contract, FlyPal's (success-based) claim for compensation shall remain in effect, cf. para. 9.3.

3.6

Consumers often do not pursue air passenger rights at all, because the cost-benefit ratio seems unfavorable to them. We solve this problem by providing our services completely free of charge if a claim is not enforceable. In order to offer our clients relief from the risks of unsuccessful enforcement in an economically viable manner, we must cover our costs through our contingency fee in successful cases.

In order to successfully provide our services, we rely on a large number of specialized employees, for example for internal case processing, for communication with our customers and the airlines, for developing and maintaining the necessary IT infrastructure, and for conducting model litigation. In addition, there are the personnel costs for the traditional corporate departments (HR and finance, legal, marketing) as well as the costs for rent and materials.

Another factor that is taken into account when calculating the amount and terms of our success-based fee is the litigation costs we incur. If, for example, we lose a court case, we bear not only the court costs and our own attorney's fees, but also the attorney's fees of the opposing party and any expert witness fees. If we enforce

claims abroad, we often have to bear the court and attorney's fees even if the proceedings are successful.

In cases that we enforce out of court, there is often no claim against the airline for reimbursement of our costs. In addition, we bear the risk that a titled claim for reimbursement of costs against airlines is practically unenforceable (e.g., due to insolvency of an airline, fruitless or lack of economically viable enforcement options).

3.7

You may claim compensation from your debtor for the costs we charge you for performing our services up to the amount of the remuneration to which a lawyer would be entitled for this work in accordance with the provisions of the Nigerian Law on the Remuneration of Lawyers.

End of the remuneration agreement

4. Accounting, Payment

4.1

FlyPal is entitled to deduct the Fees you owe us plus VAT, as well as any accrued interest on the Claim, directly from the payments received by us.

If a contract lawyer was engaged in the Authorisation Process, the contract lawyers shall pay the enforced amounts to FlyPal to enable us to prepare the respective accounts.

4.2

Once we have received all necessary billing documents, we shall prepare due accounts and disburse the amount you are entitled to.

4.3

You shall provide us with the details of a bank account to which we can make a transfer. If FlyPal offers alternative payment methods (e.g. PayPal, BitCoin), you may provide the respective details instead of your account details. Should FlyPal transfer payments to you that are intended for your fellow travellers, you shall forward such payments to them on a pro rata basis.

5. Duties and Obligations

5.1

You shall assist us in performing our contractual duties. On request, you shall notify us of all underlying facts to the best of your knowledge. You shall provide us with the documents/data (in particular boarding passes, other flight records and correspondence with the airline) required for processing your case and forward any new information to us promptly and without further request. You shall be responsible for the completeness and correctness of the documents/information provided. You undertake to provide us promptly with any supplementary information if requested.

5.2

You are obliged to notify us promptly if you (and/or fellow travellers registered by you) receive any payments from the airline or if the airline has contacted you.

5.3

Before engaging the services of FlyPal, you have not disposed of the Claim in any other manner, nor have you engaged a third party to enforce this Claim. For the duration of this contract pertaining to the enforcement of your Claim, you may not independently engage other service providers, lawyers or private or public agencies to act in your interest, take legal action or dispose of with the Claim.

5.4

In the context of the Authorisation Process, you are also not permitted to assign or pledge the Claim you engaged us to enforce to third parties without our consent.

6. Engagement of Contract Lawyers, Fee Exemption Commitment

6.1

In general, as a legal service provider, we are not permitted to represent you in competent civil courts. Should our out-of-court endeavours to enforce your Claim (including dunning proceedings at court) fail either entirely or partially, we may engage a contract lawyer in the context of the Assignment Process to enforce the

Claim in our name and at our expense risk if there are good chances of success (i.e. if our efforts are unsuccessful, we shall bear the responsibility of all costs).

6.2

If the Authorisation Process is used we may instruct our contract lawyer to enforce the Claim outside of Court as well as in Court in accordance with the power of attorney you have signed towards FlyPal (to the extent permitted by the applicable local law). We may also recommend that you engage a contract lawyer yourself if the conditions under para. 6.1 apply. Should you engage our contract lawyers yourself, a separate agreement shall be concluded between you and our contract lawyer.

You shall authorise the contract lawyer to accept declarations on your behalf that have been issued by FlyPal in connection with this contract. FlyPal undertakes to exempt you from the fees of the contract lawyer engaged by you and/or FlyPal for you pursuant to para. 6.4.

6.3

You hereby permit us to give the contract lawyer access to the relevant documents/information. You also undertake to answer directly any further questions the contract lawyer may have with regard to the facts of the matter.

6.4

Should the enforcement of the Claim fail even after the engagement of the lawyer and after out-of-court and, where applicable, in-court enforcement of the Claim, we shall exempt you from the fees associated with the engagement of the lawyer.

We shall also assume any other costs associated with the legal action (including court costs, the fees of the opponent's lawyer and any additional costs arising at international places of jurisdiction) if such costs are not assumed by the airline.

7. In- and Out-of-Court Settlements

7.1

The conclusion of any settlement agreement requires your consent. Without prejudice to the above, as a matter of precaution, you may also grant FlyPal and – if you have engaged the contract lawyer or the lawyer was engaged in your name – the contract lawyer, the authority to conclude settlement agreements. In this case,

settlements concluded in the context of this authorisation do not require any further consent. However, you can still revoke the settlement if it has not fully exhausted the scope of authorisation. In this case, we will review our options for enforcing your Claim and then contact you to coordinate further action. We shall also be entitled to reject the settlement without consulting you if the airline offers you less than 80% of the compensation amount or only offers vouchers instead of cash.

7.2

If a contract lawyer was engaged in the context of the authorisation process, you are not entitled to conclude an irrevocable settlement agreement, withdraw from a settlement agreement concluded with our consent, waive the Claim, withdraw from the legal action or dispose of the Claim in any other manner without our prior written consent.

7.3

In the case of an (in-court or out-of-court) settlement, the lawyer's fees and, where applicable, the court costs shall be deducted from the agreed settlement amount unless they have been assumed by the airline (as is common practice). The settlement agreement shall not affect our fee; in this respect, the provisions under para. 3 shall apply.

8. Consumers' Cancellation Right and Cancellation Policy

If you are a consumer as defined by section 13 BGB (German Civil Code), i.e. a natural person who enters into legal transactions for purposes that are, in their majority, not part of your main commercial or self-employed business activities, you have a statutory right of cancellation with regard to which FlyPal has adopted the following policy:

Cancellation Policy

Cancellation right

You may withdraw from this contract within 14 days without stating any reasons. The cancellation period amounts to 14 days starting on the date the contract was concluded (pursuant to para. 2.1), at the latest after you have received this cancellation policy.

In order to exercise your cancellation right, you must notify us at the following address:

FlyPal Limited

GIG Building

2nd floor

No. 1A Wole Ariyo Street

On Admiralty Way (opposite Foodies)

Lekki Phase 1

Tel.: +2347034110627

E-Mail: askus@flypal.ng

via an unambiguous declaration (e.g. letter sent by post, or e-mail including your case number) of your decision to withdraw from this contract. You may, but are not obliged to, use the enclosed cancellation form (see below).

You will be deemed to have complied with the cancellation period if your notice of cancellation has been sent off before the expiry of the period.

Consequences of cancellation

If you withdraw from this contract, we are obliged to promptly return to you all payments we have received from you, including payment costs (with the exception of the additional costs that arise from the fact that you have chosen a different method of payment than the most cost-effective standard payment method offered by us) within 14 days of the date on which we have received your notice of cancellation of this contract. We shall use the same means of payment to make this repayment that you used in the original transaction, unless we have concluded an express agreement specifying a different means; we shall not charge any fees for such repayment under any circumstances.

If you had requested our services to commence during the cancellation period, you shall pay FlyPal an appropriate amount in compensation. Such amount shall be consistent with the share of the services provided until the date on which you

notified us that you are exercising your right to cancel this contract in relation to the total services specified in the contract.

Note:

Your cancellation right shall expire early if we have provided the full service and our provision of the service commenced after your express consent and you had confirmed before the provision of the service that you were aware of the fact that you would lose your cancellation right in the case of full performance of the contract.

Should you wish to withdraw from the contract, you may complete the form below:

Cancellation form

FlyPal Limited

GIG Building

2nd floor

No. 1A Wole Ariyo Street

On Admiralty Way (opposite Foodies)

Lekki Phase 1

Tel.: +2347034110627

E-Mail: askus@flypal.ng

I/we hereby withdraw from the contract I/we have concluded with respect to the provision of the following service:

- Case ID:
- Date of order:
- Name of consumer(s):
- Signature of consumer(s):
- Date:

We shall promptly confirm receipt of your cancellation notice.

End of Cancellation Policy

9. Term of the Contract, Termination

9.1

The contract concluded between you and FlyPal shall expire once the Claim has been settled or if FlyPal considers recovery unpromising after due assessment and has notified you of this fact.

9.2

In addition, the contract may be terminated by either party at any time. In particular, we reserve the right to terminate the contract in cases whereby you have intentionally violated the duties and obligations specified under para. 5.

9.3

Should you terminate the contract after engaging FlyPal and after the Claim has been disbursed, our entitlement to fees pursuant to para. 4 remains valid.

10. Final provisions

10.1

The law of the Federal Republic of Nigeria applies. This also applies to the assignment agreement between the consumer and FlyPal. If you submitted your order as a consumer and had your habitual residence in another country at the time of submitting the order, the mandatory legal provisions of this country also apply.

10.2

If you are a businessperson whose head office is located in Nigeria at the time of your order, the exclusive place of jurisdiction is our head office in Nigeria. In all other respects, the applicable statutory provisions apply to local and international jurisdiction.

10.3

There are no verbal ancillary agreements. Deviating or supplemental individual contractual provisions to these Terms and Conditions must be in written form to be effective. This shall also apply for a waiver of the written form clause.

10.4

If one of the terms of these Terms and Conditions is or becomes ineffective this shall not affect the effectiveness of the rest of the Terms and Conditions. An effective and practicable term shall replace the ineffective or impracticable term, the effects of which come as close as possible to the commercial aim the contractual parties had pursued with the ineffective or impracticable term. The same shall apply in the event of a loophole.