

**Agreement between Belair Airlines AG and Associação Regional de Turismo –
Turismo dos Açores on the promotion and development of the Azores as a Tourism
Destination**

Contract for the provision of services, preceded by a direct agreement procedure, in the terms of the Public Contracts Code.

This agreement is made between:

Associação Regional de Turismo – Turismo dos Açores, legal person no. 510648630, represented in this act jointly by Mr. Sandro Paim bearer of identity card number 10011466, resident on Canada Nova, Santa Luzia, 9700-130, and by Tibério Dinis, bearer of the identity card number 13234255, resident on Rua da Igreja, nr. 194, Vila das Lajes, 9760-276, Praia da Vitória as President and Member of the Board of Directors, respectively, with the necessary and adequate powers for the act;

(hereinafter referred to only as “**ART**”)

and

Belair Airlines AG, legal person no. CHE-109.362.289, with headquarters at 530452 – Sägereistrasse, 27, 8152 - Glattbrugg, represented in this act by Mr. Lucas Ochsner and Andrew Zahn, with the power to enter into the present contract.

(hereinafter referred to only as “**4T**”)

1 - Object of contract

The object of the contract consists in the provision of services for promotion in the market of Switzerland, through the development of a Marketing and Communication plan, to be implemented via the following media:

- a) Onboard Announcement;
- b) Marketing Campaign;
- c) Media and Press release;

4T will actively promote the service throughout the duration of this contract, in consultations with **ART**. To assist with this, **ART** will provide additional marketing and public relation services, by agreement. It is intended that the marketing program will prominently promote the Azores.

4T and **ART** will co-operate in developing the service, and will meet regularly to discuss ways of maximising passenger loadings. These meetings will consider ways of stimulating demand at times when it is foreseen that loadings will be below acceptable capacity.

2 - Duration of the contract

The contract comes into effect on the date upon which it is signed and ceases on 30th November 2015, and any other prior or contemporaneous agreements with respect thereto are superseded by this contract.

Notwithstanding the provisions of previous paragraph, either Party may terminate this contract with immediate effect at any time, if the other Party becomes insolvent, makes a general assignment for the benefit of creditors or commits an act of bankruptcy or if a petition in bankruptcy or for its reorganization or the readjustment of its indebtedness is filed by or against it, or if a receiver, trustee or liquidator of all or a substantial part of its property is appointed or applied for.

In the event either Party should default in the performance of any of the terms, covenants, or conditions of this contract, the other Party may give written notice of such default, and, in the event such default is not cured within fifteen (15) days after the giving of such notice, the other Party may, at any time after expiration of said fifteen (15) days period and without incurring in liability towards the Party at default, terminate this contract by further written notice to the Party at default, without prejudice to any other rights which the other Party may have under this contract.

3 – Contractual Price

For the provision of the service as referred in the object of the contract, as well as for the compliance of the obligations of the General Contract Provisions, **ART** undertakes to pay **4T** the amount of €66.672,40 (sixty six thousand six hundred seventy two Euros and forty cents), plus VAT at the legal rate in force if this tax is legally owed.

ART shall provide **4T** with a VAT identification number if applicable.

ART shall indicate their value added tax identification number whenever needed throughout this contract. Each Party shall be fully responsible for its own obligations according to the

applicable tax law. The reverse-charge-method shall be applicable with regard to taxation unless otherwise specified.

4 – Force Majeure

Neither Party to this contract shall be liable to the other for any failure to fulfil any of its obligations under this contract — including any obligations to pay money, but without prejudice to accrued rights and liabilities, if such failure is due to any cause beyond its control including, without limitation, acts of God, acts of public enemies, acts of orders of any governmental authority, fire, explosions, floods, air traffic control delays, strikes, lockouts, labour disputes, embargoes, declared or undeclared war, imminence of war, civil war, riots, insurrection, civil disorder, terrorist actions, epidemics or quarantine, hereinafter referred to as force majeure.

If either Party is affected by any case of force majeure, it shall promptly notify the other Party of its nature and extent. The Party so prevented or delayed shall be excused from such non performance to the extent and during the period of prevention or delay without however extending the term of this contract and shall exercise all due diligence to minimize the extent of the prevention or the delay in the performance of its obligations hereunder.

The termination of the force majeure shall similarly be notified. In case force majeure lasts longer than 30 (thirty) consecutive days from the date of its notice, then both parties shall meet and agree on the necessary arrangements for the further implementation of this contract or of the termination the same, but without prejudice to accrued rights and liabilities.

5 – Confidentiality

“Confidential Information” means, in respect of any person, trade secrets, technical processes, price list, lists of customers and suppliers, know-how and other information which is, for the time being, confidential to that person.

Neither Party to this contract will disclose (and shall take reasonable precautions to ensure that none of its directors, officers, agents, servants and employees discloses) any term of this contract or of any other documents or any confidential information belonging to any other Party except where:

- (A) disclosure is necessary for the performance of that Party's obligation under this contract in which case such Party will inform the other Party of such disclosure and shall use reasonable endeavours to procure that such disclosure is limited to the extent of such necessity; or
- (B) the information has entered into the public domain but not because of a breach or default by the disclosing Party; or
- (C) disclosure is made for a proper purpose to the senior management of a Party's holding company; or
- (D) disclosure is to that Party's legal advisers and that Party has informed the recipient of, and the recipient has agreed to be bound by the restrictions on disclosure contained in this clause; or
- (E) disclosure is required by law.

The obligation of secrecy shall remain in effect until the end of a 10 (ten) year period as from the date of fulfilment or cessation, for whatever reason, of the contract, without prejudice to the subsequent subjection to any related legal obligations, namely, to the protection of business secrets or to the credibility, prestige or trust due to the legal persons.

6 – Safeguards

The descriptive headings of the articles of this contract are inserted for convenience only, confer no rights or obligations to either Party, and do not constitute a part of the contract.

This contract (including its annexes and amendments) constitutes the entire understanding between the parties with respect to the subject matter hereof, and any other prior or contemporaneous contracts, whether written or oral, with respect thereto are expressly superseded by this contract.

No amendment or other change to any provision(s) of this contract shall be binding upon a Party, nor may any provision hereof or right hereunder be waived, except by a written instrument executed on behalf of each Party by a duly authorized representative.

If any part of any provision of this contract shall be considered or become invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provisions or the remaining provisions. In such case, the parties shall consult in order to amend the contract, its annexes and amendments (if any) to the required extent, or to jointly find any other

solution suitable to the continuation of the contract; except that, if such invalid or unenforceable part materially and adversely affects one Party's reasonable expectations in regard to the whole of the contract, and an understanding between the parties as to the amendment is not reached within 30 (thirty) days, such Party may terminate the contract by written notice to the other Party.

This contract is not, and shall not be construed to be, a license for either Party to use the trade names, trademarks, service marks, or logos of the other Party without such Party's prior written consent.

This contract shall bind and inure to the benefit of the parties and their respective successors and appointees; provided, however, that neither Party, unless expressly allowed by this contract, may assign or transfer this contract or any portion thereof to any person or entity without the prior express written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any assignment or transfer, by operation of law or otherwise, without such written consent shall be null and void and of no force or effect.

7 – Competent Jurisdiction

In case of disputes arising from the present contract, namely those concerning its interpretation, implementation, non-compliance, invalidity, termination or reduction, the Parties undertake, prior to any legal action, to achieve an amicable settlement negotiated among them within a maximum of 5 (five) working days, by promotion of means of dialogue and ways of meeting of interests that are more convenient.

For resolution of all disputes arising from the contract, namely those concerning its interpretation, implementation, non-compliance, invalidity, termination or reduction, in which an amicable settlement was not achieved under the terms of the previous number, The *Tribunal Judicial da Comarca de Angra do Heroísmo* [Judicial Court of the District of Angra do Heroísmo] shall be the competent authority to deal with any dispute arising from the contract, with the expressed renunciation of any other authority.

8 – Final Provisions

Handwritten signature and initials in the top right corner of the page.

The payments under cover of the present contract shall be made after verification of the legal formalities in force for the processing of public expenditure.

The adjudication of the present contract was deliberated in a meeting of the ART Board of Directors on March 23rd 2015.

The minute of the present contract was approved in a meeting of the ART Board of Directors on March 23rd 2015.

This contract was drawn up in duplicate, with one copy for each party, of which the General Contract Provisions and the adjudicated proposal are an integral part.

Associação Regional de Turismo – Turismo dos Açores (ART)

Place, Date:



Name:

Title:



Name:

Title:

Belair Airlines AG,
Glattbrugg, 09.04.2015



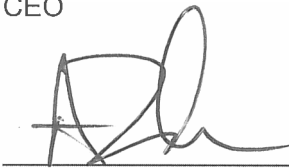
Lucas Ochsner

CEO

Lucas Ochsner

CEO

Accountable Manager
Belair Airlines AG



Andrew Zahn
Postholder Flight Operations
Belair Airlines AG

Andrew Zahn

Postholder Flight Operations