Agreement number:
Date:

Passenger Claims Mandate and Conditional Assignment Agreement

Passenger / Principal
Full name: Client Name
Residential address, province or territory and postal code:

Representative and conditional assignee
AirClaim S.A. (AirClaim), a company incorporated in Romania
Registered address: No. 1/VI, Pipera Boulevard, Hyperion Towers, Tower 1, 3rd Floor, Office Unit No. 3, 077190 Voluntari, Ilfov County, Romania.
Tax identification number (CUI): 39395976. Trade Register number: J2023016631402.
Notices, withdrawal and complaints: contact@airclaim.com; postal address as above.
Privacy contact: contact@airclaim.com.

This Agreement provides claim-management services for the flight identified below. The Passenger retains ownership under the mandate unless the separate conditional assignment in Schedule A is validly activated. AirClaim receives 50% of the Principal Recovery under section 7, either as a success fee or as its economic share under an assignment, never both for the same money. The Passenger may pursue the airline and use the Canadian Transportation Agency (CTA) complaint process without hiring AirClaim; the CTA does not require payment of AirClaim's fee.

1. Grant of Authority
I, the Passenger identified above, appoint AirClaim as my representative for the following flight and the monetary claim expressly identified below (the Claim).

Air Carrier:
Flight Number and Date: /
Booking / Reservation Number (PNR):
Route and connecting flights, if relevant:
Incident and monetary remedies requested:

The Claim may concern delay, cancellation, denied boarding, baggage, refunds or documented expenses under the Air Passenger Protection Regulations, SOR/2019-150 (APPR), the Canada Transportation Act, the applicable carrier tariff and, where relevant, the Montreal Convention. Only rights belonging to this Passenger and arising from the identified incident are included. Unrelated flights, bodily injury, death, discrimination and accessibility proceedings are excluded unless separately agreed with an appropriately authorised professional. Each adult passenger must provide their own authority. A guardian must identify their capacity and provide any legally required authority; this Agreement does not itself authorise an assignment of a minor's claim.

AirClaim shall act diligently, honestly and within its lawful authority, keep the Passenger informed of material developments, and disclose conflicts. It shall not claim to be a Canadian law firm or licensed legal professional merely by signing this Agreement. Any activity requiring a licence, registration or professional qualification shall be performed only after the requirement is satisfied, or by an appropriately authorised professional. No outcome or recovery date is guaranteed.

2. Authority to Act on My Behalf

Subject to the safeguards below, I expressly authorize AirClaim, on my behalf and in my name, to:

a. communicate and correspond with the air carrier and its representatives concerning my claim;
b. submit, pursue and manage a claim for compensation, reimbursement, refund, expenses, damages or other remedies to which I may be entitled under the APPR, the carrier's applicable tariff, or other applicable law;
c. provide the air carrier with information and supporting documents relating to my claim;
d. request information, explanations and supporting records from the air carrier concerning the circumstances of the flight disruption;
e. receive and respond to correspondence, decisions, offers, requests for information and other communications from the air carrier relating to my claim;
f. negotiate with the air carrier concerning the resolution of my claim;
g. where appropriate, submit a complaint to the Canadian Transportation Agency (CTA) concerning the carrier's failure to comply with the APPR, its applicable tariff, or other applicable passenger rights obligations;
h. represent me before the CTA in connection with the complaint, including submitting documents and information, responding to communications, participating in the complaint resolution process, mediation or other applicable procedures, and receiving communications and decisions concerning the complaint;
i. use the CTA's applicable online complaint and/or eServices portal on my behalf and manage the complaint as my authorized representative;
j. take all reasonable administrative steps necessary to pursue and manage my passenger rights claim before the air carrier and, where applicable, the CTA.

To collect, recover, and receive all payments related to the claim rights into a bank account designated by AIRCLAIM, whether owned by AIRCLAIM or a third party, into which the DEBTOR (i.e. the airline) shall make payments. This includes, but is not limited to: financial compensation, indemnities, interest, legal fees, and any court-awarded costs from the airline that operated the flight (the “DEBTOR”) and/or the relevant courts or tribunals.

2.1 Settlement limits. Negotiation does not authorise AirClaim to accept a reduced settlement, vouchers, travel credits, non-cash benefits, a release or withdrawal of a contested Claim without the Passenger’s prior specific written approval after disclosure of the gross amount, deductions and net payment. Silence is not approval. AirClaim may receive an unconditional payment of the full monetary amount pursued, without waiving unpaid or unrelated rights. Any non-cash settlement requires a separate written agreement on its value and any fee; section 7 does not charge a fee on an unaccepted voucher.

2.2 CTA procedure. The affected Passenger remains the complainant. AirClaim acts as representative, not as a substitute passenger. Filing requires satisfaction of CTA eligibility rules, including an unresolved written request to the airline and the applicable 30-day period. Once appointed in the Portal, AirClaim may receive all notifications and the Passenger may lose direct Portal access during the process. AirClaim shall promptly forward material communications and decisions, obtain necessary instructions and comply with deadlines. Removal or replacement in the Portal requires the CTA’s procedure; contractual revocation alone does not change the Portal record. Neither party shall conceal an assignment or misstate standing. Any active assignment must be validly reversed before a passenger-owned Claim is submitted through this route.

2.3 Courts and professionals. This mandate alone does not authorise AirClaim staff to practise law, appear in a court where they are not entitled to appear, or sign a passenger’s sworn evidence. Court proceedings, appeals and judicial review require separate written instructions, confirmation of the funding and cost arrangements, and any required local professional retainer. No additional passenger charge arises without a lawful, separately disclosed and expressly accepted agreement. Administrative assistance may be delegated under confidentiality safeguards; substitution of the named representative or assignment to another purchaser requires the Passenger’s prior written consent and any procedural approval.

2.4 Receipt of money. The Passenger authorises payment to an account in AirClaim’s name lawfully used for client collections, or an identified regulated professional’s client/trust account notified in writing. No unrestricted

authority is given to pay an unrelated third-party account. Passenger money must be separately accounted for and held in a segregated or trust account wherever required. AirClaim may deduct only the amount due under section 7 against this Claim, with an itemised statement, and shall promptly release the undisputed balance. It may not use passenger funds for unrelated debts or operating expenses. An airline remains free to pay the Passenger where law or its valid procedures require this.

3. Declaration and conditional assignment

3.1. The Passenger declares that they have neither previously assigned the CLAIM RIGHTS to any third party nor received, directly or indirectly, any compensation, payment, or settlement — in whole or in part — in connection with the CLAIM RIGHTS prior to the execution of this assignment agreement.

3.2. The Passenger undertakes not to resell the CLAIM RIGHTS to any third party, nor to enforce the CLAIM RIGHTS in their own name, nor to accept any direct contact or payment from the airline that operated the flight.

3.3. The Passenger acknowledges and agrees that, in the event they collect or receive — directly or indirectly — any payment from the DEBTOR in connection with the CLAIM RIGHTS after the execution of this assignment agreement, AIR CLAIM (the Assignee) shall have the right to take legal action against the Passenger and to pursue any remedies available under applicable law in order to recover the amounts due.

3.4. The parties also agree to the conditional assignment mechanism in Schedule A. No Claim is assigned merely by signing this main Agreement. An assignment takes effect only for the identified monetary rights after separate signatures in Schedule A, expiry of the applicable withdrawal period, and written confirmation of the conditions specified there. Until then, the mandate alone applies. The two mechanisms never create simultaneous competing ownership or cumulative remuneration for the same recovery.

4. Duration and Revocation

This Power of Attorney shall remain in force until the final resolution of the claim identified above, unless revoked earlier by me in writing.

Revocation of this authorization shall not affect any action lawfully taken by AirClaim before receipt of the written revocation.

5. Applicable Rights

This authorization is intended to enable AirClaim to represent me in relation to my rights and remedies arising from the above-mentioned flight, including rights under the **Air Passenger Protection Regulations, SOR/2019-150**, as amended from time to time, and any applicable provisions of the **Canada Transportation Act** and the carrier's applicable tariff.

6. Withdrawal (Consumer Rights)

The Passenger has a period of 14 calendar days from the signing of this contract to withdraw from it without providing any justification and without penalty, in accordance with Directive 2011/83/EU.

To exercise the right of withdrawal, the Passenger must notify AIRCLAIM by email at contact@airclaim.com, clearly stating their unequivocal intention to withdraw.

AIRCLAIM shall refund any payment received in connection with the CLAIM RIGHTS without undue delay.

7. Price and payment

7.1. AIRCLAIM acquires the CLAIM RIGHTS in exchange for financial compensation to the PASSENGER representing a determinable price equivalent to 50% of the principal amounts effectively recovered by AIR CLAIM from the DEBTOR, from which any unrecovered legal fees — including, but not limited to, court stamp duties — shall be deducted, while all attorney fees and legal representation costs shall be fully borne by AIR CLAIM. Under the

mandate, the success fee is 50% of Principal Recovery. Under an effective assignment, the contingent purchase price payable to the Passenger is 50% of Principal Recovery; no additional success fee is payable.

7.2. “Principal Recovery” means money actually and irrevocably received from the airline for the monetary heads of Claim, including any compensation, refund or expense reimbursement pursued under this Agreement. It excludes pre-existing payments disclosed before signing, interest, and separately identified legal/court cost awards. No fee is charged on an amount merely claimed, awarded but unpaid, or on unrelated rights.

7.3. AirClaim bears its administrative costs and all legal representation, filing and adverse costs of proceedings it lawfully authorises under this Agreement; these are not deducted from the Passenger’s half. Separately awarded costs may reimburse AirClaim only to the extent it actually funded those costs and retention is lawful, without double recovery; any surplus belongs to the Passenger. No advance payment is required. If nothing is recovered, no fee or contingent purchase price is payable and the Passenger does not guarantee the airline’s solvency or the Claim’s success.

8. Governing law and execution

THE ROMANIAN CHOICE OF LAW IN THE NEXT PARAGRAPH DOES NOT APPLY TO QUÉBEC CONSUMERS TO WHOM SECTION 19 OF QUÉBEC’S CONSUMER PROTECTION ACT APPLIES.

8.1. For other passengers, this Agreement is governed by Romanian substantive law, subject to applicable conflict-of-laws rules, including Article 6 of Regulation (EC) No. 593/2008 where applicable, and mandatory protections of the Passenger’s habitual residence. This choice cannot deprive the Passenger of non-waivable Canadian federal, provincial or territorial rights. For the Québec consumers identified above, Québec law and applicable Canadian federal law govern instead.

8.2. The Passenger may bring proceedings before any court or authority having jurisdiction under applicable law, including competent courts at their domicile/residence where protected by law. Nothing requires proceedings exclusively in Romania or removes CTA jurisdiction over an eligible airline complaint. This Agreement itself creates no CTA jurisdiction over a commercial fee dispute with AirClaim. Complaints to AirClaim may be sent to the contacts above; AirClaim shall respond within fifteen business days without making internal review a prerequisite to external remedies.

8.3. The law governing the underlying Claim determines its assignability, the relationship with the airline and any requirements for enforceability against it; this Agreement cannot bind the airline, a court or the CTA to recognise an impermissible transfer. Procedural and professional rules of the relevant forum remain applicable.

8.4. The parties may sign electronically or in counterparts where legally permitted. Romanian Law No. 214/2024 and Regulation (EU) No. 910/2014, as amended, apply where relevant, without excluding mandatory Canadian electronic-commerce, evidence or formal-authority requirements. AirClaim shall retain a reliable record of consent and the signed version and supply a reproducible copy. No clause conclusively deems a disputed signature authentic or waives proof requirements.

8.5 Québec language. AirClaim shall provide the full French Agreement and related documents without charge before requesting any election to contract in English. French remains available. An English-only binding version requires a separate express choice after delivery of French, recorded below; a preselected box or this clause alone is insufficient. In any discrepancy, mandatory interpretation rules protecting the consumer prevail. Changes require informed written agreement and cannot retrospectively reduce accrued rights.

9. Passenger Confirmation

I confirm that:

- I am the passenger identified in this document;

- the information provided above is accurate to the best of my knowledge;
- I have voluntarily appointed AirClaim S.A. as my representative;
- I authorize AirClaim to act on my behalf within the scope of this Power of Attorney;
- I understand the 50% calculation, that it also applies to identified refunds/expense reimbursements, and that assignment requires the separate Schedule A conditions. I have received the complete terms and privacy notice, can retain them, and have had the opportunity to correct my information and ask questions. No confirmation waives a mandatory right or proves a fact that did not occur.

Passenger / Principal	**Accepted by AirClaim S.A.**
Client Name	Dan Andrei Straut, CEO
	
Date:	**Date:**

Schedule A — Conditional Assignment Activation

A1. Agreement number:
Passenger: Client Name
Flight no. and date: /
PNR:

A2. By separately signing here, the Passenger agrees to transfer to AirClaim the identified monetary Claim and its transferable accessories, subject to all conditions below. Non-transferable personal rights, unrelated claims and statutory consumer/privacy remedies against AirClaim are excluded. The contingent price is 50% of Principal Recovery under section 7, payable only upon actual recovery.

A3. Activation requires expiry of the applicable withdrawal period; no outstanding withdrawal or termination; identification of the intended route; written confirmation by a suitably qualified professional for that route of assignability, standing, any maintenance/champerty or licensing restrictions and any required notification/consent; completion of those requirements; and delivery to the Passenger of a dated activation notice with that confirmation. No assignment is activated while the same Claim is pending at the CTA in the Passenger's name. It cannot operate retroactively to cure a lack of standing.

A4. Once activated, AirClaim pursues the assigned rights in its own name only where permitted. The mandate continues solely for unassigned matters and necessary administrative assistance; it does not authorise AirClaim to pretend that the Passenger still owns the assigned Claim. The Passenger's specific approval remains required for any reduced settlement or release. No onward sale is permitted without their prior written consent.

A5. If the assignment is prohibited, ineffective or cannot be recognised in the intended route, no invalid transfer is asserted. AirClaim shall promptly document any necessary reassignment and debtor/procedural notices before reverting to a passenger-owned mandate or using the CTA route. Sections 4 and 6 govern termination and withdrawal. One and only one 50% economic allocation applies to each recovered amount, with credits for sums already paid or retained.

Passenger signature

Date:

AirClaim signature



Date:

Written confirmation date:
Requirements completed on:
Activation notice delivered on:
Effective assignment date: