

**Assignment date:** 05/10/2024

**Reference number:** ACRC118

# Assignment Form

**Booking Number:** ABC123

**Full Name (Client):** Name

**Flight Number(s), hereinafter referred to as "the Flight":** Flight Number

**Flight date:** 05/10/2024

## Parties

1. **AIR CLAIM SA**, a Romanian company established and operating in accordance with Romanian law, registered with the Trade Registry under no. J40/16631/2023, having tax identification number 39395976 and headquartered in Bucharest, acting as Principal Representative - hereinafter referred to as "AIR CLAIM Romania."
2. **AIR CLAIM GmbH**, a German company established and operating under German law, with HRB 289163, tax identification number DE320095320, and having its headquarters at Landsberger Str. 155 (Haus 1), 80687 Munich, Germany, acting as the Alternative Representative - hereinafter referred to as "AIR CLAIM Germany." AIR CLAIM Romania and AIR CLAIM Germany are collectively called "AIR CLAIM."
3. **Name**, an individual residing in Romania, acting as the Represented Client - hereinafter referred to as "the Represented Client."

I, the undersigned, Represented Client, declare that I hold a claim against the airline operator due to the delay/cancellation of the Flight. Therefore, I hereby submit this request (hereinafter referred to as "the Request") as well as this mandate/representation contract ("the Contract") in favor of AIR CLAIM. By this Contract, I, the undersigned, Represented Client, the holder of a claim acquired by law as a result of the delay/cancellation of the Flight:

- **authorize AIR CLAIM to represent me before any authority, court of law, and/or legal entity (e.g., but not limited to, airline operators and transport operators) to obtain the claim;**  
and
- **mandate AIR CLAIM to carry out any necessary and useful procedures in my name and/or on my behalf to obtain (claim) my right to compensation related to the Flight, including but not limited to entering into assignment contracts, undertaking judicial and/or extrajudicial procedures, and collecting compensation. Compensation is due under applicable legislation (e.g., but not limited to: EU Regulation 261/2004, U.S. DOT Aviation Consumer Protection Rules, Montreal Convention of 1999).**

## Article 1: Clarifications Regarding the Parties to the Contract

Both AIR CLAIM Romania and AIR CLAIM Germany shall have all rights to represent the Represented Client under this representation contract. Depending on the particularities of the mandate (e.g., nationality of the airline operator, necessary licenses for the representative in certain countries, etc.), either of the two representatives may represent the Represented Client individually.

## Article 2: Refusal of Contact with the Airline Operator

I, the undersigned, Represented Client, declare that from the Signing Date of this Contract and until its termination, I will not initiate and/or accept any direct/indirect contact with the airline operator concerning the Flight, notifying AIR CLAIM within 48 hours of any attempt by the airline operator to make contact.

### **Article 3: Exclusive Representation**

I, the undersigned, Represented Client, declare that I will not mandate any other person to obtain the compensation due under the law for the Flight without notifying AIR CLAIM of this at the email address [contact@airclaim.com](mailto:contact@airclaim.com).

### **Article 4: Representation Mechanism**

#### A. Amicable Representation

As the representative, AIR CLAIM will contact the airline operator to recover the claim due to the Represented Client and will submit all evidence available, both directly and indirectly (e.g., METAR reports, NOTAMs, and/or airport-issued reports).

If the airline operator has not provided a favorable response within 60 days of initiating communication or, in the case of a favorable response within the term, has not paid the claim within 60 days of communicating the favorable response, AIR CLAIM may choose to extend the terms or notify the client of the airline's refusal.

#### B. Judicial Representation Under the Contract, with Agreed Fee

Subsequently, based on internal analysis criteria, AIR CLAIM may unilaterally decide to initiate legal proceedings against the airline operator in accordance with the provisions of this Contract, thereby activating the "Court Action Fee" as regulated in Article 8.

An integral part of this Contract is the pre-agreed assignment contract (hereinafter referred to as "the Assignment Contract"). This representation contract (the Contract) and the pre-agreed assignment contract (the Assignment Contract) are concluded simultaneously, being co-dependent and directly correlated. The provisions of the Assignment Contract complement the provisions of this Contract. To represent the interests of the Represented Client in court, the Assignment Contract, which is an integral part of this Contract, is concluded between the Represented Client and AIR CLAIM Germany. For the avoidance of any confusion, we clarify that the said assignment contract is intrinsically derived from, completed, and correlated with this Contract and will produce legal effects exclusively if necessary for court representation. In this case, the Represented Client will owe the "Court Action Fee" as regulated in Article 8 of this Contract, an amount that will be deducted from the compensation recovered through legal means.

#### C. Final Assignment of the Claim by Entering into a Separate Assignment Contract

AIR CLAIM reserves the right to offer the Represented Client the option to assign their claim outside the conditions provided and regulated by this Contract, by entering into, at the choice of the Represented Client, a separate assignment contract, concurrently with the termination of this Contract. To avoid any confusion, it is clarified that AIR CLAIM may propose to the Represented Client the option of entering into an assignment contract whose terms are not stipulated by this Contract.

### **Article 5: Commission (Fee) Due to AIR CLAIM if Compensation for the Flight is Obtained**

1. I, the undersigned, Represented Client, declare that I understand that if, after the Signing Date, I obtain the compensation due under the law concerning the Flight, through AIR CLAIM or by any other method (e.g., but not limited to: mandating another person/company for representation, accepting an offer directly from the airline operator, direct contact and settlement with the airline operator, receiving requested or unsolicited compensation from the airline operator), I will owe AIR CLAIM the full commission, as determined by the provisions of this Contract. In other words, I declare that I understand that, regardless of the method by which I was satisfied with the claim concerning the Flight, I will owe AIR CLAIM the due commission.
2. I, the undersigned, Represented Client, declare that if I receive directly from the airline operator or any other party, the sum of money constituting compensation for the Flight, I will owe AIR CLAIM the due commission, being obligated to notify AIR CLAIM of this receipt within 30 days, and I will transfer the commission to AIR CLAIM within 30 days. I understand and accept that AIR CLAIM may initiate any legal action to obtain the commission, in accordance with the provisions of this Contract, as well as, where applicable, interest, penalties, and attorney fees.

3. By way of example, but not limited to this example, in accordance with the provisions mentioned above in paragraphs 1) and 2), I, the undersigned, Represented Client, understand that if after the Signing Date I receive the compensation due concerning the Flight, either directly from the airline operator (e.g., RyanAir, AirFrance) or by any other method, regardless of the mechanism through which this result was achieved, I will owe AIR CLAIM the commission set according to the Price Grid in this Contract.

#### **Article 6: Right of Representation and Substitution**

I, the undersigned, Represented Client, declare that I grant AIR CLAIM full rights of representation and substitution, among others, but not limited to the following:

- legally represent me, the Represented Client, before third parties concerning the compensation for the Flight;
- obtain any necessary information, as well as initiate information requests regarding any civil or administrative legal action, and file complaints with the respective courts or administrative bodies responsible for enforcing air passenger rights regulations on behalf of the Client;
- initiate, direct, and undertake any type of negotiation, as well as legal – judicial and extrajudicial – measures appropriate to collect the Represented Client’s claims from the transport operator;
- request the transport operator not to process my personal data, except for those necessary for obtaining compensation, in accordance with and for the period provided by law;
- choose the legal entity that will represent my interests (AIR CLAIM Romania, or AIR CLAIM Germany) based on the nationality of the airline operator and/or in pursuit of the best solution for me;
- collect and receive payments related to the Claim in my name.

#### **Article 7: Taxes and Fees Withheld by the Airline Operator**

I, the undersigned, Represented Client, declare that I understand that certain airline operators, when crediting the due compensation, may withhold certain taxes and/or fees at source (e.g., but not limited to: taxes, processing fees, etc.).

By way of example, but not limited to this example, I, the undersigned, Represented Client, understand that any compensation processed by the airline operator WIZZ AIR through any of its affiliated companies will withhold a fixed fee of EUR 50 from the compensation value at source, in accordance with the conditions stipulated in their contract and in accordance with the provisions of Article 6:200 of the Hungarian Civil Code. Thus, I understand that AIR CLAIM will credit me the amount effectively received from the airline operator, less the Price (commission) as specified below.

#### **Article 8: Contract Price (“Price”)**

I, the undersigned, Represented Client, declare that I understand and accept the following price grid (commission) of this contract, due to AIR CLAIM exclusively when compensation has been obtained (in whole or in part) from the airline operator.

There are two types of commissions that AIR CLAIM charges for its services. Depending on the case, the fee for amicable representation will be charged, and then, depending on the potential obligation to take legal action, the court action commission will also be charged additionally. These are deducted from the total amount of compensation due from the airline.

- **Amicable Representation Fee: 29% + VAT**
- **Court Action Fee: 15% + VAT**

#### **Article 9: Conditions and Terms Regarding Payment of Compensation**

We, AIR CLAIM, note the following, and I, the undersigned, Represented Client, declare that I understand and accept the following:

- Within no more than 30 days from the moment of receiving the compensation due to the Represented Client concerning the Flight, we will notify the Client to provide banking details for the transfer.
- The term mentioned in paragraph 1 above begins from the moment we, AIR CLAIM, know that the amount received from the airline operator is the compensation due for the Flight, owed to the Represented Client. Thus, if the airline operator, when making the bank transfer, does not mention payment justification details, we, AIR CLAIM, will contact the airline operator within no more than 5 days from receipt for clarification.
- Within no more than 30 days from when the Represented Client has provided us with complete and correct banking details (Name, IBAN, etc.), AIR CLAIM will make a bank transfer to the Represented Client, including the compensation derived from the Claim regarding the Flight, less the Price. The Represented Client cannot provide another person's banking details, as we, under anti-money laundering legislation, will not be able to make this payment. We will notify the Represented Client within 30 days if they provided incorrect banking details (incomplete/incorrect IBAN, etc.).
- The payment mentioned above will be made in the currency in which we received the compensation from the airline operator. Thus, if we received the compensation in EUR, we will make a payment to the passenger in the same currency. If the passenger declares that they do not have a bank account in that currency, we will make the bank transfer to the Represented Client in the currency indicated by them at the BNR exchange rate established on that day (or the previous day for payments made before the BNR exchange rate is communicated).
- If AIR CLAIM does not receive correct and complete banking details from the Represented Client within 3 months from the notification sent to the passenger regarding the request to provide banking details for the transfer (the notification mentioned in Article 8.1), AIR CLAIM will have no liability for the Represented Client's failure to comply with the obligations mentioned in Article 8.1 above and/or the delayed submission of details, and the entire amount of compensation (obtained compensation) will be retained by AIR CLAIM at the end of the 3-month period.
- For clarification and to avoid any confusion, it is mentioned that according to Article 8.1 above, AIR CLAIM will request the Represented Client's banking details to make the bank transfer of the obtained compensation on their behalf. The Client understands and agrees that AIR CLAIM will retain the entire compensation (obtained compensation) if they do not provide AIR CLAIM with correct and complete banking details within 3 months of receiving the respective notification (request). Thus, the object of the representation contract will be fulfilled and it will terminate.

#### **Article 10: No Fee Payment to AIR CLAIM if the Represented Client Does Not Receive Compensation**

I, the undersigned, Represented Client, declare that AIR CLAIM has informed me that if it fails to obtain my compensation (e.g., but not limited to: because the Request is not eligible, because the airline operator refuses an amicable settlement, etc.), I will not owe the Price or any other amount to AIR CLAIM.

#### **Article 11: Data Processing**

I, the undersigned, Represented Client, declare that I authorize AIR CLAIM to request the airline operator or any person involved in these procedures not to process my personal data in connection with the claim in accordance with applicable data protection laws, except for those necessary for obtaining compensation, under the conditions and for the period provided by law.

**Signature** Name

**AIR CLAIM**

--- signature image ---

The terms defined in this Representation Contract are in accordance with the Terms and Conditions on the website [www.airclaim.com](http://www.airclaim.com)

