

**INTERNATIONAL AIRLINES GROUP TRAVEL AGENCY ADDENDUM – APPLICABLE TO AGENTS LOCATED OUTSIDE THE UNITED STATES – 14 DECEMBER 2017**

**1. Travel Agency Appointment and this Agreement.**

(a) **General.** These terms and conditions govern the agent-principal relationship between **Aer Lingus Limited**, of Dublin Airport, Co. Dublin, Ireland; **British Airways plc** of Waterside, PO Box 365, Harmondsworth, West Drayton, UB7 0GB, United Kingdom; **Iberia LAE S.A.** Operadora, Sociedad Unipersonal, Martinez Villergas 49, 28027, Spain; **Vueling Airlines S.A.**, Parque de Negocios Mas Blau ii, Plaza Pla de l'Estany n 5, 08820 - El Prat de Llobregat-Barcelona, Spain ; and to such airline members of the IAG Group as it shall designate from time to time (each an "Airline" and collectively the "Airlines") of the one part and your travel agency, including approved locations and other affiliated agency locations under common control (collectively "**Agent**" and each such accredited agency location(s) being an "**Agency Location(s)**") of the other part, and form part of the terms of your appointment as an authorised agent to sell air passenger transportation on the services of the Airlines and on the services of other air carriers as authorised by the Airlines ("**Products and Services**") ("**Agent's Appointment**" or "**Appointment**") pursuant to any applicable agreement, as updated from time to time, including but not limited to the terms of and conditions of the International Air Transport Association ("**IATA**") Passenger Sales Agency Agreement (the "**IATA PSAA**") and Passenger Sales Agency Rules ("**IATA PSAR**") and all IATA resolutions incorporated by them with respect to any travel agency locations outside the United States (collectively "**Governing Travel Agency Agreements**"). Agent's Appointment is determined separately for each Airline and, in the first instance, is limited to those Airlines that have appointed the Agent by way of a General Concurrence deposited with IATA or a Certificate of Appointment delivered to Agent (as described in IATA Resolution 820), subject to all limitations specified therein. For clarity, Agent's appointment by one of the Airlines does not automatically extend such Appointment to any of the other Airlines. These terms and conditions and the Governing Travel Agency Agreement are referred to collectively as this "**Agreement**".

**SUBJECT TO APPLICABLE LAW IN ACCORDANCE WITH CLAUSE 12(F), AGENT ACKNOWLEDGES AND AFFIRMS THAT IT IS AN AGENT OF THE AIRLINES, AND THAT THIS AGREEMENT WILL BECOME EFFECTIVE 30 DAYS AFTER ITS PUBLICATION (SUCH DATE BEING INDICATED ABOVE). AGENT'S CONTINUED BOOKING AND/OR SALE OF THE AIRLINES' PRODUCTS AND SERVICES WILL CONSTITUTE AGREEMENT TO AND ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT.**

**AGENT'S ATTENTION IS SPECIFICALLY DRAWN TO CLAUSES 1(e), 1(f), 3(a), 3(b), 3(c), 3(e), 5(a), 6 AND 7 WITH REGARD TO THE AIRLINES' RIGHTS TO TERMINATE AGENT'S APPOINTMENT.**

(b) **Conflict.** In the event of any conflict between these terms and conditions:

i. and the Governing Travel Agency Agreements, these terms and conditions shall prevail over the Governing Travel Agency Agreements;

ii. with respect to travel agency location(s) **outside** the United States and any agreement between Agent and the Airlines other than the Governing Travel Agency Agreement which has been entered into **prior to** the effective date of these terms and conditions, nothing in these terms and conditions shall amend or alter any provision of such other agreements;

iii. and any agreement between Agent and an Airline other than the Governing Travel Agency Agreement which has been entered into **on or after** the effective date of these terms and conditions, the terms of these terms and conditions shall prevail over the other agreement(s) except to the extent explicitly stated otherwise in such other agreement;

iv. and the relevant Airline's applicable general conditions of carriage, the terms of the conditions of carriage shall prevail.

(c) **Scope of Appointment.** Agent acknowledges that without the relevant Airline's prior written approval: (i) Agent and Agent Locations operating under an IATA number established in the European Economic Area ("EEA") may not sell such Airline's Products and Services the access of which is restricted to agents and/or customers outside the EEA; and (ii) Agent and Agent Locations operating under an IATA number established in a country outside the EEA may not sell such Airline's Products and Services whose access is restricted to agents and/or customers outside that country of establishment. References in this Clause to IATA numbers are those numbers as issued by IATA following IATA or ARC accreditation.

(d) **Agency Locations.** Agent acknowledges and confirms that the IATA or ARC numbers and addresses for any affiliated agency locations must be provided at the start of this Agreement and quarterly on an ongoing basis, and when requested by an Airline from time to time.

An Airline may independently review any Agent Locations. The review may include, but is not limited to, audits in accordance with Clause 11.

(e) **Right to Suspend and Terminate Agent's Appointment.** Subject to applicable law in accordance with Clause 12(f) and to the extent permitted under such law, an Airline may, upon written notice ("Notice") to Agent, without cause or penalty, suspend or limit Agent's Appointment, including terminating such Airline's appointment of any Agency Location or Agent's Appointment, such notice to take effect no sooner than the last day of the month following the month in which the notice of termination is given. If any Agency Location is terminated, Agent may not act in any agency capacity whatsoever for the sale of such Airline's Products and Services from the terminated location and the termination will take effect from the expiry of the notice period in the Notice.

(f) **Agent responsibilities for third parties.** To the extent that Agent engages employee, sub-agents, services vendors or other third party contractors to support Agent's activities within the scope of the Appointment, Agent will ensure and be responsible to each of the Airlines for their full compliance with this Agreement.

If Agent books and/or tickets on behalf of any third party, Agent shall in all circumstances ensure compliance by such third parties with the provisions of this Agreement and Agent shall at all times be responsible for all activities of such third party. Each of the Airlines may suspend or withdraw the right to ticket and/or book at any time including, but not limited to as a result of the activities of any such third party infringing the terms of this Agreement. Once such authority is withdrawn, each Airline may cancel any bookings and/or ticketing made on behalf of third parties and take any other actions permitted under the Agreement in relation to that breach of this Agreement.

(g) **Changes to Agent sales activity.** The Agent understands and accepts that each Airline may monitor any significant changes to the volume of sales, the relative use of various forms of payment or any other aspect of the Agent's sales that could impact the risk of the Airlines doing business with the Agent. Each Airline requires the Agent to provide advance notification if significant changes are expected to the Agent sales activity on the Airlines' ticket stock including, but not limited to, any change to the volumes and the forms of payment used and the reason in so far as it relates to the Airlines' ticket stock behind those changes, and the parties agree to discuss in such scenarios whether any changes to any guarantees or securities provided by the Agent are required.

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### 3. Compliance with the Airlines' Rules.

(a) **General.** Agent will strictly adhere to each of the Airlines' current instructions including this Agreement, rules, regulations, requirements, general conditions of sale or carriage, fare rules and procedures (together the "**Rules**") in booking any reservation or issuing, reissuing, selling, exchanging, refunding, cancelling or reporting any ticket calling for transportation, including ancillary products or services, on the Airlines. Agent will also comply with all laws and regulations applicable to its activities under this Agreement.

Failure to comply either with any of the Rules (including as set out in this Clause 3) or with applicable laws and regulations may subject Agent to (i) relevant cost recovery actions including agent debit memos ("**ADMs**") from an Airline for any deficiency or any loss incurred by the relevant Airline by reason of the violation, (ii) the suspension, limitation or termination of Agent's Appointment or of an Agency Location and (iii) legal or equitable remedies.

(b) **Promotional Programmes.** If applicable Agent agrees to comply with all Rules governing the promotional programmes, including the issuance of promotional vouchers and tickets. Agent acknowledges that the purchase, sale, or barter of promotional awards, mileage, or tickets (other than a purchase from an Airline) is strictly prohibited. Agent further acknowledges and understands that any fraud or abuse concerning promotional programs or awards, mileage, or tickets on the part of Agent or Agent's customers may subject Agent's customers to administrative and legal action by the Airlines, including the forfeiture of all (i) award certificates, (ii) tickets issued against award certificates, and (iii) accrued points/miles in the member's account, as well as suspension or cancellation of the account. Agent further understands that promotional or award tickets that have been purchased, sold, or bartered are void and that use of these tickets may result in the tickets being confiscated by the Airlines, the passenger's trip being stopped or interrupted, and the passenger being required to purchase a ticket to continue travel.

(c) **Prohibition of Abusive Booking Practices.** Agent acknowledges that fraudulent, fictitious and abusive bookings violate the Airlines' Rules, and it is the Agent's responsibility to ensure that ticketing or bookings made by Agent are only in respect of customers' genuine travel requirements and that Agent must not offer or encourage customers to request any ticketing or booking that does not reflect the genuine travel requirements of the customer. Agent is prohibited from seeking to manipulate ticketing or booking in any way, attempt to circumvent journey controls for any reason including, but not limited to obtaining sold out inventory and any other practice prohibited in an Airline's General Conditions of Carriage as amended from time to time.

Except to the extent expressly stated otherwise in the Airlines' Rules, the Airlines do not honour other airlines' discount codes and accordingly Agent agrees that other airline private or contracted fares or ticket designators may not be ticketed using the Airlines' ticket stock.

(d) **Fraud and Misrepresentations.** Agent will not engage in any fraudulent activity, including but not limited to altering flight coupons for non-qualifying discount travel, backdating tickets, or selling no-cash-value coupons, discounts, or upgrades. Fraudulent activity also includes intentionally withholding or misrepresenting information regarding Products and Services, such as information regarding availability and pricing.

(e) **Regulatory Compliance.** All advertising and promotions by Agent for the Airlines' Products and Services must fully comply with all applicable laws, rules, regulations and guidelines applicable in the markets it operates (including but not limited to those published by the UK Civil Aviation Authority, the US Department of Transportation and the UK Advertising Standards Authority). In addition, Agent

must comply with all rules and guidance produced from time to time regarding advertising and promotions within the relevant market, including those pertaining to full fare advertising, price increases and ancillary services.

(f) **Disclosure requirements.** Agent will ensure that in respect of all fare and ancillary products:

i. its systems, processes and sales practices accurately display and convey the identity of the operating carrier and all mandatory fees and charges (including those of the Agent), in all communications or on all pricing displays to customers and in any and all marketing materials;

ii. if Agent charges a service charge or other fee for its services, such charge or fee shall be communicated or listed separately, clearly and at the earliest practical opportunity to the customer;

iii. the total price, excluding fees and charges applied by the Agent, shall not be more than the published price;

iv. except in respect of inclusive tour fares, all customers are made aware of the total price (including optional fees and charges and all fees of the Agent) and the identity of the operating carrier at the earliest possible opportunity;

v. the appropriate selling class (also known as booking class) associated with the cabin of travel is displayed or communicated to the customer .

vi. where applicable any display or communication of ancillary products to customers must include the minimum information requirements as provided by and confirmed by the Airlines and be of at least the same quality and detail as that offered by the Agent in respect of other airlines provided the Airlines make information available to Agent with the same quality and detail as other airlines and except that for the avoidance of doubt Agent is not required to offer the same level of quantity and detail as applied to a specific promotion that Agent may have running with another airline from time to time;

vii. any fares, prices or information displayed or communicated by the Agent to customers must be of reasonable accuracy as determined by the Airlines' Rules. Such requirements may relate to the accuracy of individual prices, fare information, travel information and/or the overall volume of fares that are within guidelines set within the Rules. Agent will take all necessary steps to rectify any inaccuracy and must update incorrect prices or information in its cache or price quote page as soon as practicable upon discovery or when notified by an Airline. Where there is an inaccuracy which is not the fault of an Airline, Agent must make it clear that this is not an airline fault but is due to an Agent or third party issue;

viii. fares displayed online to customers by an Agent must be bookable in real time where required to be compliant with any local advertising requirements, or in absence of that, at least 90% of the time unless otherwise agreed with an Airline;

ix. Agent's accurate phone number is clearly communicated, and in the case of Agents selling online, clearly displayed, for customers to call for aftersales service and Agent must be contactable by customers within a reasonable period of time;

x. hand and checked baggage allowances, fare conditions or any exclusion from the fare product, (for example, but not limited to refunds, change conditions and fees, extra baggage fees, seat choice and selection fees, meal, fast track and/or lounge eligibility and any other ancillary) must be clearly communicated, and in the case of Agents selling online clearly displayed, to customers before payment is taken; and

(g) **No Biasing or Alterations.** Agent's systems, processes and practices may automate a customer's preferences for air carrier, but must not otherwise involve any form of bias against the Airlines' Products and Services, or alter the presentation of the information as provided by the Airlines. Agent must not facilitate or encourage such biasing or alterations by others.

(h) **No redistribution.** Agent's Appointment is for purposes of the Agent marketing and selling the Airlines' Products and Services directly to customers. Agent is not authorised to do any of the following activities offline or online without *notification* to the relevant Airline:

- i. to act as an intermediary for further distribution of Products and Services via other intermediaries and sales agents;
- ii. to distribute Products and Services via any other channel except between the Agent's own branches at agreed points of sale;
- iii. to offer or sell the Airlines' Products and Services via a third party linking from or otherwise using the Airlines' Data

By the Agent notifying the relevant Airline, the Agent confirms to have the appropriate processes to support the responsibilities linked to redistribution, including but not limited to, customer servicing, management and monitoring of sub-agents. Agent will ensure and be responsible to the relevant Airline for the sub-agents' full compliance with this Agreement. In addition, if Agent uses or works with a non-accredited entity in making a booking, then Agent remains fully responsible to the Airline in all respects for bookings made by third parties and ticketed via Agent's Appointment.

Agent is not authorised to do any of the following activities online unless Agent has the *permission* of the relevant Airline:

1. to offer or distribute Products and Services as part of a service provided by Agent that is re-branded so that it appears to customers to be a search, booking or ticketing service from a third party
2. to purchase, use, or register any domain names or keywords or search terms that are identical or similar to, or contain (in whole or in part), any of the Airlines' Marks (as defined in Clause 10)

(i) **PNR Content.** Complete reservation information is necessary to appropriately service customers and is required by government and law enforcement agencies such as customs and immigration authorities. Agent must provide the relevant Airline with all contact information offered by customers including but not limited to telephone numbers and email addresses as well as any other information required by government and law enforcement authorities. Agent may not substitute any contact information or provide Agent's contact information in lieu of such customer information without the consent of the relevant Airline and the customer. The Airlines will treat all PNR content received in accordance with the relevant Airline's privacy policy and all applicable laws. Agent must submit requests for medical clearance and assistance in accordance with the required process of the relevant Airline and, where required by the Airline, Agent must ensure that consent forms for the provision of such information are completed by the customer.

(j) **Electronic Display.** Agent will not permit access or display Products and Services via its website or electronic means directly to customers unless Agent notifies the Airline and complies fully with all applicable laws and regulations and the terms and conditions of this Agreement including the following additional obligations (though such additional obligations shall not apply to any tool utilised

by Agent acting as travel management companies on behalf of corporate clients who may provide booking tools to those clients only):

- i. Agent must use a separate IATA number or PCC(s)/Office Identification for online sales;
- ii. Agent must apply instant ticketing at the time of payment for online sales or apply a non-cache inventory check (e.g. by doing a real time availability check in a Global Distribution System (“GDS”) or Airline reservation system) immediately prior to taking payment details from a customer;
- iii. Agent must perform customer journey servicing (e.g. online check-in, frequent flyer number input, advance passenger information input, special meal requests, disability and mobility requests), making customer journey servicing options clear to the customer in its displays, or alternatively Agent must direct customers to the Airline website for customer journey servicing from the confirmation page and/or confirmation emails.

(k) **Exceptions.** To be valid, any exceptions to an Airline’s Rules in the booking of any reservation or the issuance, reissuance, or refund of any ticket calling for transportation on an Airline must be documented by the relevant Airline in the applicable PNR.

(l) **Payment policies.** Agent must comply at all times with the terms of the applicable airline merchant agreement and any payment policies. The Airlines make their airline merchant agreements available for use by Agent for the purposes of Agent processing payments in connection with the sale to customers of air passenger transportation on the services of the Airlines, and on the services of other air carriers as authorised by the Airlines, using customers’ cards. No Card issued in the name of the Agent, or in the name of a person permitted to act on behalf of the Agent, or in the name of the Agent's officer, partner or employee, shall be used in connection with the sale to customers of air passenger transportation on the services of an Airline and on the services of other air carriers as authorised by an Airline without prior written consent from the relevant Airline.

**4. Ticketing Authority.** Agent will only use an Airline’s ticket stock if the transportation concerned includes travel on such Airline’s operated or marketed services, or the Airline is an appointed GSA for at least one of the carriers involved in the transportation. Each Airline grants ticketing authority at its sole discretion and may suspend or withdraw such ticketing authority at any time without notice. Agent shall not issue electronic tickets or any other traffic documents for transportation on any airline that has refused to appoint, or has terminated its appointment of, Agent or in the case of airlines who do not accredit agents through the relevant BSP/ARC if the airline has otherwise stated that Agent shall not issue electronic tickets or any other traffic documents for transportation on that airline. Further, Agent will not issue tickets for transportation on any of the Airlines on behalf of any other travel agency location for which the Airline has refused or terminated its appointment, including any of the Agency Locations. Agent will not use an Airline’s validation to issue tickets for transportation on carriers that do not maintain a ticketing and baggage interline agreement with such Airline.

#### **5. Agent Debit Memos.**

(a) **Issuance of ADM.** If Agent issues a ticket in violation of this Agreement or is otherwise in violation of the Rules the Airline has issued for travel agents, the Airline may issue an ADM to Agent for any deficiency or any loss incurred by the Airline by reason of the violation, including, without limitation an amount equal to the cost of the ticket, the difference between the applicable fare and the fare actually used, GDS/Computer Reservation System fees, lost revenue from spoiled inventory, or an administrative service charge for the cost of servicing the Airline has to provide to address Agent’s violation of the Agreement and/or Rules, as the Airline deems appropriate. In addition, an Airline may

suspend, limit or terminate the Agency Location or Agent's Appointment upon notice to Agent. Agent acknowledges that an Airline's administrative service charges are a reasonable estimate of such Airline's costs due to Agent's improper acts in these situations. The Airlines also retains all rights and remedies available to them under this Agreement or otherwise.

(b) **ADM Policy.** The Airlines' ADM policies shall apply as published from time to time.

**6. Agency Reduced Rate Travel.** Agent will comply with any applicable Rules concerning Agency reduced rate travel privileges. Failure to comply subjects Agent to ADM and may lead to the suspension, limitation or termination of the Agency Location or Agent's Appointment.

**7. Agent Incentive, Promotional, and Override Programs.** Agent will comply with the Airlines' Rules and any specific contractual requirements concerning agency incentives, promotions, or overrides with the Airlines in which Agent participates or has an interest. Failure to comply subjects Agent to (1) forfeiture and repayment to the Airline of all sums paid by the Airline to Agent or the value received by Agent in respect of any agency incentives, promotions or overrides, (2) the suspension, limitation or termination of Agent's right to participate in or receive all or a part of any agency incentives, promotions, or overrides, and (3) may lead to the suspension, limitation or termination of Agent's Appointment.

## **8. Data Ownership and Use.**

(a) **Background.** The creation, development, collection, verification, formatting, organizing and maintenance of fares, schedule, inventory information, merchandising and other pre-booking data about Products, Services and facilities, requires extensive investment of time, money and specialised resources of the Airlines and other airlines. For example, the Airlines expend significant amounts of time and money to (i) analyse markets and competition for air transportation and related Products and Services, (ii) analyse aircraft fleet types and utilization, (iii) analyse operating conditions at airports and air traffic control infrastructure, crew scheduling requirements and legal/regulatory requirements, (iv) develop, deploy and use proprietary algorithms, processes and techniques, many of which have taken years to develop and are critical to the Airlines' competitiveness, (v) develop complex yield management pricing processes in order to address the complex task of balancing an uncertain and variable demand against a fixed and perishable inventory of flights, involving the adjusting of air fares in response to updated information about the level of demand for flights and (vi) train their personnel to become skilled and knowledgeable about each of the foregoing. This investment in pre-booking data also results in post-booking data about Products and Services and the customers who purchase and consume them, and therefore the Airlines' post-booking data is similarly valuable and competitively sensitive. The integrity, value and availability of the Airlines' pre- and post booking data can only be preserved if it is accessed and used in ways that have been authorised by the Airlines. Unauthorised access can cause disruption and harm to the Airlines' systems, business and customers, and misuse of such data can lead to safety and security issues, as well as cause material commercial harm to the Airlines.

(b) **Airlines' Data.** Agent understands and agrees that as between each of the Airlines and Agent and as a consequence and condition of Agent's Appointment, any information or data, regardless of source, that (i) is schedule, fare and inventory information of any of the Airlines and their other interline carriers and including where that is included in a travel package (ii) relates to a relationship between a customer and any of the Airlines (e.g. frequent flyer or club membership), (iii) relates to a transaction between a customer and any of the Airlines, including booking and payment data, or (iv) is passed by Agent to any of the Airlines through a PNR or similar booking/sale record (collectively,

“the Airlines’ Data”), is and will be solely owned by the relevant Airline. Access and use of the Airlines Data by the Agent is solely for purposes of and is limited to those activities that are within the scope of the principal-agent relationship as defined and authorized by the Airlines for Agent’s Locations.

(c) **Examples of Unauthorised Activities.** Any use of the Airlines’ Data beyond what is permitted under or pursuant to this Agreement is unauthorised. As guidance, the Airlines provide the following examples of specific types of access, use, distribution and remarketing of the Airlines’ Data that are prohibited without prior written consent from the relevant Airline: (1) accessing any of the Airlines’ websites by the use of any automated or electronic devices commonly known in the Internet industry as robots or spiders, or by the use of other electronic search devices; (2) soliciting, facilitating, encouraging or agreeing to provide access to or otherwise disclose, remarket or redistribute, or take affirmative steps to allow or permit such access to, or disclosure, remarketing or redistribution of, any of the Airlines’ Data to any third party, through any process, including screen scraping, spiders, web "bots" or other device, automated algorithm, software, method, system or manual process; (3) licensing, selling, or otherwise providing to any person or entity any software or other device that is capable of accessing any of the Airlines’ Data from any source; or (4) editing, modifying, creating derivatives, combinations or compilations of, combining, associating, synthesizing, reverse engineering, reproducing, displaying, distributing, disclosing, or otherwise processing any of the Airlines’ Data; (5) engaging in any kind of commercialisation, marketing, advertising, licensing or resale that is based on any of the Airlines’ Data except as otherwise permitted by this Agreement; (6) facilitating structured posting of any of the Airlines’ Data to any third party electronic media, including without limitation Facebook, Twitter, online calendars; (7) accessing any of the Airlines’ Data from any unauthorised source which any of the Airlines may identify to Agent; (8) assisting, aiding, or abetting in any way the unauthorised access, use, distribution or display of any of the Airlines’ Data, including the Airlines Data obtained or derived from any of the Airlines’ websites or any other website or any other source, such as a Global Distribution System. Agent may not engage in any of the above examples, or any other unauthorised access, use, distribution or remarketing of the Airlines’ Data, without the prior written authorisation of the relevant Airline. If Agent learns that any third party is accessing, distributing, remarketing or displaying any of the Airlines’ Data in any way obtained via Agent, including Agent’s website, without the relevant Airline’s written authorisation, Agent will promptly inform the relevant Airline and take all commercially reasonable measures, including commercial, technological, or legal measures, to prevent the unauthorised access, display, remarketing or distribution of the relevant Airlines’ Data.

(d) **Other Data.** The intent of this Clause 8 is to maintain and protect the proprietary, commercial, competitive and confidential integrity of the Airlines’ Data. The Airlines recognise that travel agents have separate relationships with their own customers, whether individual persons or companies. In those separate relationships, travel agents may collect, have access to and rights in customer-identifying information: name, address, phone number(s), e-mail address(es) and IP address(es), as well as information specific solely to the travel agency and its products and services. In addition, the Airlines recognise that customers have overlapping or separate rights and interests in data that is processed on their behalf by Agent as part of the Agent’s marketing, sale or delivery of Products and Services by Agent to customers and nothing in this Clause 8 is intended to restrict the processing of such data so long as Agent is acting in accordance and within the scope of its principal-agent relationship with the Airlines and with the terms of this Agreement.

## **9. Confidentiality, Privacy and Data Security.**

(a) **Confidentiality.** Agent will keep confidential and not disclose to any third party the following confidential information of any of the Airlines: (i) any fare programs and commission arrangements

that may be agreed with any of the Airlines; (ii) any and all post-booking data, including all PNRs, that cover Products and Services; and (iii) any other of the Airlines' Data that any of the Airlines designates as confidential ("**Confidential Information**"). However, the Airlines consent to Agent disclosing commission arrangements and payments to customers when this information is requested by the customer. Agent may also disclose an Airline's confidential information to Agent's directors, officers, employees, agents or travel related businesses offering travel consulting services including travel management companies, travel consultants or travel advisory business entities to the extent such persons are bound by equivalent confidentiality commitments and have a legitimate need to know such information in order for the Agent to perform its obligations to the Airline. In addition, this Section will not prohibit Agent from making disclosures required by law or judicial process after making reasonable efforts to resist disclosure and notify the relevant Airline. Agent acknowledges that the Airlines may disclose fare program and commission arrangements to other carriers subject to applicable laws. This provision will survive the suspension, limitation or termination or expiration of Agent's Appointment.

(b) **Privacy.** In this Agreement, "Personal Data" means any information relating to an identified or identifiable natural person who can be identified from such data or that data and other information. Agent shall maintain its compliance with the requirements of the applicable data protection legislation, data protection and privacy laws, regulations and governmental rules and orders in any applicable jurisdiction including the EU Data Protection Directive 95/46/EC and the General Data Protection Regulation. As regards passenger Personal Data, each of Agent and each of the Airlines will be considered, separately, as a data controller (as defined in the EU Data Protection Directive 95/46/EC and the General Data Protection Regulation).

The Agent will cause all of the Agent's privacy policies to inform end users that their Personal Data will be disclosed to the Airlines (and third parties in accordance with relevant Airline's privacy policy). The Agent shall give its customers notice, and if required under applicable law obtain Customer's consent, of such disclosure of Personal Data to the Airlines.

All such Personal Data will be handled by each Airline pursuant to and in accordance with such Airline's privacy policy and in accordance with applicable law. In all other respects, the Airlines, as the owner of the Airlines Data, can use and disclose the Airlines Data for any purpose. Agent will not adopt, apply or publish any privacy policy inconsistent with the requirements of this Agreement or the relevant Airline's privacy policy.

(c) **Data Security.** Agent will establish, implement, maintain, and use technical and organisational safeguards against the unauthorised disclosure, access, use, destruction, loss, damage or alteration of all Personal Data and the Airlines' Data that is in the possession of Agent or its agents. Such safeguards will be in compliance with all applicable laws and regulations, including but not limited to any privacy or data protection statutes in the United States, United Kingdom, Ireland, Spain and European Union, and will be no less rigorous than (i) industry standard practices in the transportation and related services industry, and (ii) reasonable security procedures and practices appropriate to the nature of such the Airlines' Data. For the avoidance of doubt, such data safeguards must include: (i) compliance with the current Payment Card Industry Data Security Standard, and Amex, VISA, MasterCard and any other applicable payment card network bylaws and operating regulations and laws or regulations relating to credit card processing; (ii) encryption of all records and files that contain any personal information when Agent transmits such records and files across public networks or any wireless network or stores such records and files on laptops, thumb drives or other portable devices or transfers such records and files for storage; and (iii) compliance with any security standards required by local law or regulations. Agent shall maintain a current Payment Card Industry Data Security

Standards attestation letter, which shall be provided to the Airlines upon request. As contemplated in such standards, Agent acknowledges its responsibility for the security of cardholder data in its possession.

(d) **Remediation.** Following any Security Incident (defined as (i) the loss, misappropriation or misuse (by any means) of any of the Airlines' Confidential Information, any of the Airlines' Data and/or any Personal Data; (ii) the inadvertent, unauthorised, and/or unlawful processing, distribution, alteration, corruption, sale, rental, or destruction of any of the Airlines' Confidential Information, any of the Airlines Data and/or any Personal Data; (iii) any other act or omission that compromises or threatens to compromise the security, confidentiality, or integrity of any the Airlines' Confidential Information, any of the Airlines Data and/or any Personal Data, or (iv) any breach of the Airlines' security policies set forth herein), Agent must notify relevant Airline within 24 hours. Agent and the relevant Airline will work in good faith regarding remediation efforts that may be necessary and reasonable. At the relevant Airline's sole discretion, Agent shall (i) either undertake remediation efforts for a Security Incident at its sole expense and in line with Security Best Practices or reimburse the relevant Airline for its reasonable costs and expenses in connection with taking remediation efforts for a Security Incident and (ii) provide assurances satisfactory to the relevant Airline that such Security Incidents will not recur.

#### **10. The Airlines' Intellectual Property.**

(a) **Background.** Each Airline's intellectual property, including its trademarks, logos, livery, travel posters, web sites and advertising, are important and valuable assets of each Airline.

(b) **Airlines' Marks and Correct Use.** Each Airline grants Agent a limited, royalty free, non-transferable, non-exclusive permission to use certain of their intellectual property as may be specified by each Airline (the "**Airline Marks**") solely for the purpose of identifying Agent as an authorised agent to sell the Product and Services and shall not use any such Airline Marks in a manner which suggests any association with any of the Airlines other than that of authorised agent. In using the Airline Marks, Agent agrees that the Airlines own the Airline Marks, and that Agent will not harm the Airline Marks or the Airlines' ownership of the Airline Marks. If Agent in any way contests or denies the validity of, or the right or title of any of the Airlines in or to, any of the Airline Marks then subject to applicable laws any of the Airlines may terminate Agent's Appointment with immediate effect. Agent acknowledges and understands that it has no right or permission to use the Airline Marks for any purpose not expressly stated in these terms and conditions, and that any unauthorised use of the Airline Marks will constitute an infringement of the Airlines' rights. Agent further agrees not to use any intellectual property confusingly similar to the Airline Marks. Agent agrees that it will comply with the Airlines' trademark usage guidelines as published from time to time, and will reproduce the design and appearance of the Airline Marks from reproduction art obtained from the Airlines.

(c) **No Implied or Other Rights.** Agent understands that it has no other right or permission pursuant to this Agreement to use any other intellectual property owned by any of the Airlines or their affiliated entities. Agent understands that it has no rights in any of the Airlines' intellectual property, nor can continued use of any of any of the Airlines' intellectual property ever give Agent any rights in or to any of any of the Airlines' intellectual property. Agent acknowledges that a breach of Clause 10 of this Agreement will cause the Airlines significant, irreparable injury and accordingly, that Clause 12(c) shall apply in relation to any breach of this Clause 10. Agent will obtain relevant Airline's written authorisation before any use of such Airline's intellectual property.

**11. Right to Inspect and Audit.**

(a) Each of the Airlines have the right of audit, on reasonable advance notice, to: (1) inspect Agent's books and records relating to sales of such Airline's Products and Services and to ensure Agent's compliance with the provisions of this Agreement; and (2) audit Agent's books and records to detect or establish Agent's abuse of, or failure to comply with, any of such Airline's Rules concerning sale of travel on such Airline, Agency reduced rate travel, agency incentives, promotional or override programs, or Agent ticket fraud. The Airlines may audit Agent by making bookings with Agent and Agent shall not act to inhibit or restrict such audit activity.

(b) Agent agrees that the Airlines may monitor Agent bookings and may use information obtained from ARC or IATA or other parties to evaluate the credit-worthiness of Agent and owners.

**12. Miscellaneous.**

(a) **Changes to this Agreement.** Subject to applicable law in accordance with Clause 12(f), the Airlines may amend or modify this Agreement at any time by posting updates to the website made available to Agents in each market with such changes to be effective on 30 days' notice unless the Airlines determine in their absolute discretion that any change must be implemented within a shorter period. In the event of any such change the Agent may, within 30 days of such change to these terms and conditions, terminate its Appointment, the Governing Travel Agency Agreement and these terms and conditions.

(b) **Waiver.** Any waiver or modification of any of the terms of this Agreement must be in writing from the Airlines. Agent agrees that failure of or delay by the Airlines to require strict performance or to enforce any provision of this Agreement, or a previous waiver or forbearance by the Airlines, will in no way be construed as, or constitute, a continuing waiver by the Airlines of any Rule or any provision of this Agreement.

(c) **Injunctive relief.** It is acknowledged and agreed that any breach of the obligations set out in this Agreement by Agent could cause irreparable injury and that monetary damages would not be an adequate remedy for such breach. In the event of a breach or threatened breach of any of the provisions of this Agreement, any of the Airlines shall, to the extent permitted under applicable law, be entitled to seek injunctive relief in any court of competent jurisdiction restraining the Agent from breaching the terms hereof.

(d) **Third Party Rights.** No person who is not a party to this Agreement shall have the right to enforce any terms or conditions of this Agreement.

(e) **Severability.** If any provision of these terms and conditions is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect and will be construed as if the invalid provisions were not included.

(f) **Applicable Law and Jurisdiction.** In relation to Agents with locations outside the United States, these terms and conditions are governed by and shall be interpreted in all respects by the law of the principal place of business of Agent. Agent irrevocably submits to the jurisdiction of the courts of Agent's principal place of business in relation to all matters arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) and Agent waives any claim of lack of jurisdiction.

Nothing in this Clause shall limit the right of any of the Airlines to commence proceedings against Agent in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or

more jurisdictions preclude the commencement of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

(g) **Slavery and Human Trafficking.** Agent will, and will procure that its directors, employees, agents, representatives, contractors or sub-contractors, comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the UK Modern Slavery Act 2015