

Etihad Addendum to the IATA PSAA and ARC Agreement

As of June 2023

Introduction

Your travel agency, including affiliated agency locations under common control that are accredited by the International Air Transport Association (“IATA”) or Airlines Reporting Corporation (“ARC”) (collectively, “Agent”) has entered into the IATA Passenger Sales Agency Agreement (the “IATA PSAA”) or with respect to travel agency location(s) in the United States the Agent Reporting Agreement (the “ARC Agreement”) whereby Agent has been appointed (“Agent’s Appointment”) to act as an agent for Etihad Airways (“Etihad”) in the sale of air transportation. The terms and conditions governing the agent-principal relationship between Agent and Etihad are set forth below and in the IATA PSAA and/or ARC Agreement applicable to each travel agency location and any other agreement entered into by Etihad and Agent (such agreements, together with this Addendum, being referred to collectively as the “Agreement”). Agent acknowledges and affirms that Agent’s continued sale of Etihad’s products and services will evidence our mutual agreement to this Addendum. 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 Agent’s Appointment, Agent will be responsible to Etihad for their full compliance with this Addendum. The terms and conditions of this Addendum apply to all the tickets issued using Etihad’s ticket stock.

1. APPOINTMENT.

Etihad may independently review any of Agent’s locations, including those under Agent’s common control that are accredited by ARC or IATA (“Agency Locations”). The review may include the right for Etihad to enter any Agency Location upon reasonable notice to determine that Agent’s operations comply with Etihad’s requirements for its agents in the sale of Etihad products and services, which includes: (1) inspecting Agent’s books and records relating to sales of Etihad’s products and services and to ensure Agent’s compliance with the provisions of the Agreement; and (2) auditing Agent’s books and records to detect or establish Agent’s abuse of, or failure to comply with, any terms of the Agreement including Etihad’s Rules concerning sale of travel on Etihad, agency free and reduced rate travel, agency incentives, promotional or override programmes, or Agent ticket fraud. Agent agrees that Etihad may use information obtained from IATA or ARC to evaluate the credit-worthiness of Agent and Agent’s employees and owners.

Without limitation, and in its sole discretion and at any time, Etihad may, upon written notice to Agent, limit, suspend or terminate the Agent’s Appointment, including immediately terminating the appointment of any Agency Location or Agent’s Appointment. If any Agency Location is suspended or terminated, Agent may not act in any agency capacity for the sale of Etihad’s products and services from the terminated location. If Agent’s Appointment is terminated, Agent may not act in any agency capacity whatsoever for the sale of Etihad’s products and services.

2. COMPLIANCE WITH ETIHAD’S RULES, TERMS AND CONDITIONS

- (a) General: Agent will strictly adhere to Etihad’s current instructions, rules, regulations, requirements, conditions of sale or carriage, tariffs, and procedures (the “Rules”) in booking any reservation or issuing, reissuing, selling, exchanging, refunding, canceling or reporting any ticket calling for transportation on Etihad. Agent will not assist or facilitate or encourage any violation of the Rules by any of the Agent’s customers. Agent will ensure that its systems, processes and sales practices accurately display and convey all information relating to Etihad’s products and services as presented by Etihad, including with respect to the display, offer, booking, ticketing or sale of Etihad’s products and services. Agent will also comply with all laws and regulations applicable to its activities under the Agreement. Failure to comply may subject Agent to debit memos from Etihad

for any deficiency or any loss incurred by Etihad by reason of the violation and the suspension, limitation or termination of Agent's Appointment.

- (b) Order of Precedence: In the event of any conflicts between this Addendum, the IATA PSAA or ARC Agreement, or applicable law or regulation, the conflict shall be resolved by giving priority as follows:
- a. applicable law or regulation;
 - b. this Addendum;
 - c. the IATA PSAA and ARC Agreement.
- (c) Proper Disclosure of Fares, Charges and Terms and Conditions: Agent advertising Etihad fares as available for purchase through Agent must at all times include all applicable taxes, airport charges, and all other levies, charges and fees ("Required Fees") that are known at the time of advertising. Any Required Fees communicated to the Agent by Etihad may not be altered by the Agent. Charges for optional products and services must be clearly presented as such, and should be applied only if the customer affirmatively elects to purchase such product or service (i.e. no pre-checked boxes for optional charges). Agents may not impose charges for services that Etihad provides to its customers without charge, such as online check-in. Agents also may not impose additional charges in addition to Etihad's fees for any paid Etihad service, such as excess baggage. If the Agent collects a fee from the customer for the booking, such fee must be clearly disclosed as separate from Etihad's fares and the Required Fees, in a way that makes it clear that the fee is being collected by the Agent and not Etihad (for example, labeled as "[Agent Name] Booking Fee"). The fare as published by Etihad must always be separately displayed. All Etihad terms and conditions and applicable fare rules and restrictions must be communicated by the Agent to the customer prior to booking. Any additional terms and conditions imposed by the Agent must be clearly disclosed to the customer, in a way that makes it clear that such terms and conditions are not set or endorsed by Etihad. To ensure customers are provided accurate information, any description of Etihad's product offering must include a link to source of the information on etihad.com. This includes information about baggage fees, onboard product offering, seat maps, financial products and awards.
- (d) No Bias: Agent may in no event impose service fees, discounts, or other fees for Etihad fares that are higher than those imposed by the agent on any other carrier's fares. Agent must ensure that its systems, processes and sales practices accurately display and convey all information relating to Etihad's products and services as presented by Etihad. 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 Etihad's products and services, or its chosen technology for distribution, or alter the presentation of the information as provided by Etihad.
- (e) Prohibition of Abusive Booking Practices: Agent acknowledges that Space Churning, Duplicate, Impossible/Illlogical Bookings and other Fraudulent, Fictitious, or Abusive Bookings, violate Etihad's Rules (See Etihad's ADM Policy for further information on other Fraudulent or Abusive Booking practices). Circumventing journey controls to obtain sold out inventory is also prohibited. Furthermore, since Etihad is not a participant in other carriers' private agreements and since Etihad does not honour other airlines' discount codes, Agent agrees that other airlines' private or contracted fares or ticket designators may not be ticketed using Etihad's ticket stock. Agent acknowledges that if it engages in these practices or sells or issues a ticket used for any of these purposes, Agent will be subject to (1) debit memos, (2) the suspension, limitation or termination of Agent's Appointment, and (3) other remedies available to Etihad.
- (f) Fraud and Misrepresentations: Agent will not engage in any fraudulent activity, including 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, false advertising, or misrepresenting information regarding Etihad products and services, such as information regarding availability and pricing.

- (g) **Re-Distribution:** Agent's Appointment is for purposes of the Agent marketing and selling Etihad's products and services directly to customers for those products and services. Agent's Appointment is specific to Agent, and does not include any authority for Agent to act as an intermediary for further distribution of Etihad's products and services via other intermediaries and sales agents. For example, Agent may not (1) offer or distribute Etihad 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) distribute, display or otherwise provide direct or indirect access to any Etihad Data (or any portion thereof) to any other party, including without limitation any Metasearch Site, or (3) receive any referral, web page click-through or link from any Metasearch Site that is attributable to any Etihad fare in connection with any search result on the Metasearch Site. Agents also may not place or otherwise have any advertising link on any Metasearch Site in connection with any Etihad fare. A "Metasearch Site" is an Internet website that obtains fare data from various travel services companies, aggregates such fare data and displays search results in response to user queries, and includes links for booking the selected itineraries on other websites (i.e. not on the Metasearch Site). Any such re-distribution arrangement is only permitted pursuant to a separate agreement signed by authorised representatives of both Agent and Etihad. In addition, if Agent uses or works with a non-accredited entity in making a booking, then Agent acknowledges and agrees that Etihad reserves the right to reject the booking in Etihad's sole discretion and that Agent nonetheless remains fully responsible to Etihad in all respects for any bookings made by third parties and ticketed via Agent's Appointment.
- (h) **Passives:** Etihad generally allows the use of passive segments, except in the case of satisfying productivity requirements of distribution intermediaries or to circumvent fare rules, provided that the Agent agrees to pay for the charges incurred by the passive segments.

3. USE OF ETIHAD'S IDENTIFICATION PLATE.

Etihad's validation plate is Etihad's sole property, and Agent will surrender it immediately upon demand by Etihad, ARC or IATA. Agent shall not use Etihad's validation plate (i) to circumvent termination or in the absence of appointment by Etihad or (ii) to 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. Further, Agent will not issue tickets for transportation on Etihad on behalf of any other travel agency location for which Etihad has refused or terminated its appointment, including any of the Agency Locations. Agent will not use Etihad's validation to issue tickets for transportation on carriers that do not maintain a ticketing and baggage interline agreement with Etihad.

4. DEBIT MEMOS

- (a) **Issuance of Debit Memos:** If Agent is in violation of the Agreement or the Rules, Etihad may issue a debit memo to Agent for any deficiency or any loss incurred by Etihad as a result 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, service provider and intermediary fees, lost revenue from spoiled inventory, and/or an administrative service charge, all as Etihad deems appropriate and Etihad may immediately suspend, limit or terminate the Agency Location or Agent's Appointment upon notice to Agent. Agent acknowledges that Etihad's damages for Agent's failure to comply may be uncertain or difficult to ascertain or prove and that Etihad's administrative service charges are a reasonable estimate of some or all of Etihad's loss due to the Agent's improper acts in these

situations. Etihad also retains all rights and remedies available to it under this Agreement or at law or in equity.

- (b) Payment of Debit Memos: Agent agrees to pay or reconcile all debit memos and debit memo fees issued by Etihad within 30 days of the date of issuance.
- (c) Administrative Processing Fees: Etihad reserves the right to assess, and Agent agrees to pay, an administrative processing fee to be included as part of any debit memo issued to Agent. Etihad also reserves the right to assess, and Agent agrees to pay, an additional administrative processing fee to cover administrative expenses in connection with an audit or review of a request by Agent for reinstatement of Agent's Appointment following the suspension, limitation or termination for any reason by Etihad. Etihad's acceptance of any administrative fees does not obligate Etihad to act, or refrain from taking any action, nor does it waive, release, amend, or modify this Agreement, or any rights or obligations of Agent or Etihad.

5. ETIHAD DATA

- (a) Data Ownership and Unauthorized Activities: Agent acknowledges that (i) Etihad makes an extensive investment of time, money and specialized resources to create, develop, collect, organize and maintain content and data (including pre-booking and post-booking data) about Etihad's products, services and facilities, (ii) such content and data constitute Etihad's valuable property, and (iii) unauthorised distribution or remarketing of such Etihad content and data is improper and unlawful. Some examples of such unauthorised distribution or remarketing of Etihad content and data include: (1) accessing etihad.com 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 remarket or redistribute, or take affirmative steps to allow or permit such access to, or remarketing or redistribution of, any Etihad content or data to any third party, through any process, including screen scraping, spiders, web "bots" or other device, software or system; (3) licensing, selling, or otherwise providing to any person or entity any software or other device that is capable of accessing Etihad content or data from any source; or (4) assisting, aiding, or abetting in any way the unauthorised access of etihad.com, or the distribution or display of Etihad content or data obtained or derived from etihad.com or any other website or any other source, by any third party. Agent shall not engage in any of the above examples, or any other unauthorised distribution or remarketing of Etihad content or data, without the prior written authorisation of Etihad. If Agent learns that any third party is accessing, distributing, or displaying Etihad content or data in any way obtained via Agent, including Agent's website, without Etihad's written authorisation, Agent shall promptly inform Etihad and take all commercially reasonable measures, including commercial, technological, or legal measures, to prevent the unauthorised access, display, or distribution of Etihad content or data.
- (b) Etihad's Intellectual Property: Etihad grants Agent a limited, royalty free, non-transferable, non-exclusive permission to use certain Etihad intellectual property, specifically the trademarks "ETIHAD", "ETIHAD AIRWAYS" ("Etihad Marks") solely for the purpose of identifying Agent as an authorised agent of Etihad. In using the Etihad Marks, Agent agrees that Etihad owns the Etihad Marks, and that Agent will not harm the Etihad Marks or Etihad's ownership of the Etihad Marks or in any way contest or deny the validity of, or the right or title of Etihad in or to, the Etihad Marks. Agent acknowledges and understands that it has no right or permission to use the Etihad Marks for any purpose not expressly stated in these terms and conditions, and that any unauthorised use of the Etihad Marks will constitute an infringement of Etihad's rights. Agent understands that it has no right or permission pursuant to this Addendum to use any other intellectual property owned by Etihad or its affiliated entities. Agent further agrees that it will not 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 Etihad Marks.

6. CONFIDENTIALITY, PRIVACY AND DATA SECURITY

- (a) Confidentiality: Agent will keep confidential and not disclose to any third party the following confidential information of Etihad: (i) any fare programmes and commission arrangements that may be agreed between Etihad and Agent; (ii) any and all post-booking data, including all PNRs and orders, that cover Etihad products and services; and (iii) any other Etihad Data that Etihad designates as confidential or is otherwise reasonably identifiable as confidential or proprietary information (“Confidential Information”). However, Etihad consents to Agent disclosing commission arrangements and payments to customers when this information is requested by the customer. Agent may also disclose Confidential Information to Agent’s directors, officers, employees or agents if 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 Etihad. 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 Etihad. This provision will survive the suspension, limitation or termination or expiration of Agent’s Appointment.
- (b) Privacy: For purposes of these instructions, “personal data” means information that identifies or could be used to identify a particular individual, such as name, mailing address, telephone number, email address, frequent flier number, government issued identification number, credit card or other payment data, date of birth, driver’s license number, account number or user name, PIN, or password. Agent will cause all of the Agent’s privacy policies to inform customers that their personal data will be disclosed to airlines (and third parties in accordance with the airline’s privacy policy). The Agent shall give its customers notice, and if required under applicable law obtain the customer’s consent, to such disclosure, transfer and processing of personal data. Etihad is an independent data controller within the meaning of the E.U. General Data Protection Regulation. To the extent Etihad Data includes personal data, including as disclosed by the Agent, Etihad will handle such personal data in accordance with Etihad’s privacy policy and in accordance with applicable local laws and regulations.
- (c) Data Security: Agent will establish, implement, maintain, and use reasonable physical, technical and administrative safeguards for Etihad Data in Agent’s possession or under Agent’s control in order to protect the same from unauthorized disclosure, access, use, destruction, loss, damage or alteration. Such safeguards will be in compliance with all applicable laws and regulations, including any privacy or data protection statutes in the United Arab Emirates, United States, United Kingdom 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 Etihad Data (the “Security Requirements”). In addition, Agent shall require any of Agent’s employees, agents or contractors with access to Etihad Data to adhere to the Security Requirements. Agent agrees that the controls used to safeguard Etihad Data in Agent’s possession will take into account the sensitivity of such information.
- (d) PCI-DSS Compliance: Agent will comply with the current Payment Card Industry Data Security Standard, and VISA, MasterCard and any other applicable payment card network bylaws, rules and operating regulations and applicable laws or regulations regarding the collection, storage, use and sharing of Etihad Data, including without limitation (1) creation and maintenance of a secure network to protect cardholder data; (2) use of all technical and procedural measures reasonably necessary to protect cardholder data it maintains or controls; (3) creation and implementation of secure measures to limit access to cardholder data; (4) monitoring access to cardholder data it maintains or controls; and (5) creation and implementation of an information security policy that

ensures Agent personnel compliance with the foregoing. Agent accepts responsibility for the security of payment card data, cardholder data, or sensitive authentication data processed on behalf of Etihad. Agent represents and warrants ongoing compliance with the most current Payment Card Industry Data Security Standard and shall provide certification of compliance with this requirement upon request from Etihad.

- (e) Remediation: Following any Security Incident, Agent must notify Etihad within 48 hours of becoming aware of the Security Incident. Agent and Etihad will work in good faith regarding remediation efforts that may be necessary and reasonable. At Etihad'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 Etihad for Etihad's reasonable costs and expenses in connection with taking remediation efforts for a Security Incident and (ii) provide assurances satisfactory to Etihad that such Security Incidents will not recur. Agent shall indemnify and hold harmless Etihad and its officers and employees from and against any and all allegations, claims, demands, costs, expenses (including attorneys' fees and disbursements), losses, liabilities, penalties, fines, settlements or damages arising out of or relating to any Security Incident that occurs in relation to Etihad Data that was in the possession or control of Agent or Agent's employees or contractors at the time of the Security Incident. "Security Incident" means (i) the loss, misappropriation or misuse (by any means) of Etihad Data; (ii) the inadvertent, unauthorized, and / or unlawful processing, distribution, alteration, corruption, sale, rental, or destruction of Etihad Data; or (iii) any other act or omission that compromises or threatens to compromise the security, confidentiality, or integrity of Etihad Data.

7. AGENT INCENTIVE, PROMOTIONAL, AND OVERRIDE PROGRAMMES

Agent shall comply with Etihad's Rules and any specific contractual requirements concerning agency incentives, promotions, or overrides with Etihad in which Agent participates or has an interest. Etihad's incentives, promotions or overrides are determined in Etihad's sole discretion. Failure to comply subjects Agent to (1) forfeiture and repayment to Etihad of all sums paid by Etihad to Agent or the value received by Agent, (2) 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) suspension, limitation or termination of Agent's Appointment.

8. MISCELLANEOUS

- (a) Prior Agreements: This Agreement supersedes any prior version of this Addendum between Etihad and Agent.
- (b) Waiver: Any waiver or modification of any of the terms of this Addendum must be in writing from Etihad. Etihad may amend or modify this Addendum at any time. Agent agrees that failure of or delay by Etihad to require strict performance or to enforce any provision of this Addendum, or a previous waiver or forbearance by Etihad, will in no way be construed as, or constitute, a continuing waiver by Etihad of any Rule or any provision of this Addendum.
- (c) Severability: If any provision of this Addendum conflicts with the law under which this Addendum is to be construed or if any provision of this Addendum is held invalid or unenforceable by a court with jurisdiction, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these instructions and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each such provision will be valid and enforceable to the full extent permitted by law.

- (d) APPLICABLE LAW AND VENUE: THE LAWS GOVERNING THE ENTIRE RELATIONSHIP BETWEEN ETIHAD AND AGENT INCLUDING ALL DISPUTES THAT MAY ARISE BETWEEN ETIHAD AND AGENT REGARDING THE FORMATION, INTERPRETATION OR ENFORCEMENT OF THESE INSTRUCTIONS OR THE AGREEMENT, AND THE VENUE FOR ALL DISPUTES, WILL BE AS FOLLOWS:
- (i) FOR AGENTS LOCATED IN THE UNITED STATES, CANADA, MEXICO, LATIN AMERICA OR IN THE CARIBBEAN, AND FOR AGENTS WITH LOCATIONS IN MULTIPLE COUNTRIES THAT INCLUDE THE UNITED STATES, THE GOVERNING LAW WILL BE THE LAWS OF THE STATE OF NEW YORK, AND EACH OF SUCH AGENTS HEREBY SUBMITS AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR ALL DISPUTES;
 - (ii) FOR AGENTS LOCATED IN THE UNITED KINGDOM, THE GOVERNING LAW WILL BE THE LAWS OF ENGLAND AND WALES, AND EACH OF SUCH AGENTS HEREBY SUBMITS AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE HIGH COURT OF LONDON FOR ALL DISPUTES;
 - (iii) FOR AGENTS LOCATED IN THE EUROPEAN UNION, THE GOVERNING LAW WILL BE THE LAW OF THE COUNTRY IN WHICH THE AGENT IS LOCATED, AND EACH OF AGENTS HEREBY SUBMITS AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF SUCH COUNTRY FOR ALL DISPUTES;
 - (iv) FOR AGENTS LOCATED IN ANY COUNTRY OTHER THAN THOSE COVERED BY SUBSECTIONS (I) TO (IV), THE GOVERNING LAW WILL BE THE LAWS OF ENGLAND AND WALES, AND EACH OF SUCH AGENTS HEREBY SUBMITS AND CONSENTS TO EXCLUSIVE JURISDICTION OF THE HIGH COURT OF LONDON FOR ALL DISPUTES.

AGENT WAIVES ANY CLAIM OF LACK OF JURISDICTION OR FORUM NON CONVENIENS.