

THE BRITISH AIRWAYS AFFILIATE ADVERTISING AGREEMENT

1. THE AGREEMENT

1.1 You, The Affiliate, may place a British Airways (BA) Link on Your Site. You must not modify or alter the BA Link or the BA Link Design (as provided by BA) without the prior written consent of BA.

1.2 You will use all reasonable endeavours to ensure that the BA Link is displayed on Your Site throughout the term of this Agreement.

1.3 Notwithstanding the foregoing neither party warrants that the BA Site or Your Site will be accessible on the Internet 24 hours a day. If a party's Site is down for more than seven Business Days, such party will notify the other party and upon such notice, the other party may elect to terminate this agreement immediately.

2. OPERATIONS

2.1 You will be responsible for hosting, maintaining and operating Your Site, and ensuring that the BA Link is placed on Your Site in accordance with this Agreement. There is no obligation to maintain the BA Link on your site but any time that the BA Link is on your site, it is governed by this Agreement.

2.2 Notwithstanding anything to the contrary expressed or implied by this Agreement, each party will have the right, at any time, to exclude, remove or have removed from its website, servers or any other publicly displayed materials, any Marks, Links, Intellectual Property Rights (IPR), Content, software, tools, or other items and materials provided under this Agreement which such party, in its sole discretion, deems may: (a) violate any applicable law, rule or regulation; (b) violate or infringe any third party's IPR, contractual rights, rights of publicity or privacy, or any other rights; (c) promote violence, discrimination, or illegal activities; (d) be defamatory, misleading, inappropriate, threatening, harassing, offensive, discriminatory, indecent, or pornographic; or (e) otherwise prejudice the interests of such party or any third party. Nothing in this Section 3.2, will be construed as giving either party a right to edit or to control the appearance, Content, advertising or any other feature of the party's website(s), Links, Marks and IPR.

2.3 To begin the enrolment process, you will need to submit a completed Affiliate Advertising programme application. Upon receipt we will examine the document and notify you by e-mail of its acceptance or rejection. While we hope it is successful, we may reject your application if we determine (in our absolute discretion) that your site is unsuitable for the Affiliate Advertising programme for any reason, including, but not limited to, inclusion of content that is any way unlawful, in breach of property rights, harmful, threatening, defamatory, obscene or indecent, harassing, or discriminatory on the grounds of disability, race, sex, ethnicity, sexual orientation, age, or otherwise objectionable in other manner. If we reject your application, you are welcome to re-apply to the programme at any time.

2.4 General Links to ba.com Site: You may provide a link on your site to the BA web site in a format to be approved by us, which approval shall not be unreasonably withheld. Such links may take the form of graphics, text links and product feeds that BA will make available to you upon approval in to the programme through BA. General links may also include text links, which must receive approval by the BA programme manager if the copy deviates from the words "in association with BA," or any

other copy, text and promotions provided to Affiliates by BA. BA will provide guidelines to use when linking to our web site and using our trade marks and other IPRs.

2.5 Search Box and HTML Banners: You may provide a ba.com Search Box or HTML Banner that may permit site visitors to navigate directly to individual areas on the BA site or provide other functionality. When available, such HTML Banners will be made available to you through BA. The code used for these banners must not be tampered with in any way whatsoever. In addition, BA may at any time, without prior notice, remove the links described above, require you to remove the links, or dynamically replace the BA creative or text with creative or text BA sees fit. BA will not be responsible for errors that occur in the tracking of transactions due to modification by you of the linking code in any of the various link types.

3. TRANSACTION PROCESSING

3.1 We will process transactions placed by customers who follow special links from your site to the ba.com site in accordance with applicable legal requirements. We reserve the right to reject transactions that do not comply with any reasonable requirements that we periodically may establish. We will be responsible for all aspects of transactions processing and fulfilment. Among other things, we will prepare order forms; process payments, cancellations, and handle customer service. We will track transactions made with customers who purchase products using special links that you will generate using BA's technology, from your site to our site, and reports summarising this sales activity will be available to you also through BA and/or the affiliate network. The form, content, and frequency of the reports are limited to those reports and capabilities available through the BA or affiliate network system. To permit accurate tracking, reporting, and fee accrual, you must ensure that the special links between your site and our site are properly formatted. BA will not be responsible for improperly formatted links regardless of whether you, the affiliate, has made amendments to the code or not.

4. REFERRAL FEES

4.1 For a transaction to generate a referral commission, all of the following must occur:

- the customer must follow a special link (in the format specified by BA) from your web site to the ba.com site;
- purchase one or more BA tickets using our automated reservation system;
- remit full payment to us
- and fly BA using the purchased ticket(s)(we will not pay referral commission on tickets cancelled before flying date)

We will not pay referral commission on tickets that were purchased after the customer re-entered our site (other than through a BA affiliate link from your site), even if the customer previously followed a link from your site to our site, unless the customer re-enters our site within thirty (30) days after the date they last entered our site through a special link on your site. BA cannot accept responsibility for users who may delete or not otherwise accept cookies used to track return visits to the BA web site within the 30 day time frame and cannot be held to honour referral commission for such untracked return visits. Tickets that are entitled to earn referral commission under the rules set forth above are hereinafter referred to as "Qualifying Transactions."

5. FEE SCHEDULE

5.1 You will earn Referral commission based on the number of Qualifying Transactions generated by your site, according to the commission structure established by us.

5.2 BA will pay you referral commission on a monthly basis through the affiliate network you are joined to approximately 45 days following the end of each calendar month. Please review your affiliate network's Terms and Conditions for further information. You will be able to track the number of Qualifying Transactions and associate referral commission resulting from special links on your web site through the affiliate network's website. The booking validation process is set to a 365 day pending period and will only be paid to affiliates once approved by British Airways. In most cases this will be once the flight/holiday/event has taken place. Bookings will remain in a pending status within our system until booking status is confirmed by British Airways. When the booking status is confirmed, the status will change accordingly (to approved or declined). When the status of the booking is "approved" it will then therefore be payable to you.

Bookings may be declined for a variety of reasons: Bookings will be denied/deleted if the hotel/flight/package booking is cancelled. Bookings will be denied/deleted if fraudulent Bookings will be denied/deleted if credited to another source/marketing channel.

6. POLICIES AND PRICING

6.1 Customers who buy products through this programme will be deemed to be customers of BA and ba.com without affecting their status as your customer. Accordingly, all ba.com rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers with respect to their transactions at ba.com. We may change our policies and operating procedures at any time consistent with applicable laws. We will use commercially reasonable efforts to present current and accurate information, but we cannot guarantee the availability or price of any particular service or fare.

7. PROMOTION OF AFFILIATION WITH BA

7.1 In addition, while we request that you identify yourself as a member of the BA Affiliate Programme, this affiliation may not be promoted by you, the Affiliate, in any way whatsoever that falls outside the scope of links described above, without prior approval by BA. Such promotions may include, but are not limited to, press releases, marketing materials, off-line print advertising or marketing campaigns, media kits, screen shots, graphics altered for co-branding or any other such format. Any such promotion will be considered grounds for immediate termination of this Agreement and may invoke further legal action.

8. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

8.1 You acknowledge that BA is the sole owner or valid licensee of: (i) all IPR in the BA Site including any content, database rights, look and feel and other rights capable of existence in relation to the BA Site (ii) any BA trade marks logos (whether registered or unregistered) and all other IPRs used by BA in the course of its business ("BA IPR") and BA acknowledges that You are the sole owner or valid licensee of all IPR in Your Site.

8.2 Each party acknowledges that, except as specifically provided herein, nothing in this Agreement will confer on either party any right of ownership in the other party's IPR. Neither party will attempt to alter, decompile, reproduce, or copy the other party's content, links, or trade marks, or otherwise

utilise the other party's IPR, except as permitted under this Agreement. Your sole right to use BA IPR is to link to the BA Site as permitted by Clause 1.1.

8.3 Each party reserves the right to modify its Content, Links, or Marks from time to time in its sole discretion, upon written notice to the other party.

8.4 British Airways do not allow Affiliates to use paid search advertising (which includes content network paid search activity) to drive sales. We monitor this practice closely and if an Affiliate is found to be using paid search, we have the right to terminate this Agreement immediately on written notice and any commissions earned for the month in which termination occurs will be reversed.

8.5 BA does give selected Affiliates consent to use paid search advertising to drive sales, subject to the PPC policy which can be located in search keyword link. Any such use of paid search advertising is subject to BA's prior written approval.

8.6 BA does not consent to the use of our trade marks without our express prior written approval. This includes but is not limited to using our trade marks or anything confusingly similar to our trade marks in advertising (other than (a) in hypertext links to `www.ba.com` UK site that we have expressly approved in writing; or (b) for the purposes of identifying BA services or offers on your website (provided that any such use is approved by BA) or (c) in keywords auctioned by search engine providers (where BA has consented to Your use of paid search advertising in accordance with Clause 8.5 above). BA will not pay you any sum for internet traffic that is directed to ba.com site via a keyword that incorporates any British Airways or other airline trade mark. In addition, breach of this Clause 8.6 will entitle BA to terminate this Agreement immediately on written notice.

8.7 BA requires sites offering vouchers and coupons to comply to the following best practice rules:

- Sites must state clearly to their users that BA does not offer voucher codes or coupons to avoid confusion.
- Sites must not categorise British Airways' offers (sales etc.) as voucher codes. 8.8 BA does not currently offer voucher codes, but may, at any time, offer voucher codes for you to promote.
- Sites can only display offers approved by British Airways that are : a) Provided by BA b) Found on ba.com and checked with BA to approve offer & copy (contact details as in clause 17.3) • Sites must display expiry dates for offers
- Sites must not use 'Click To Reveal' functionality that opens the ba.com website in a new browser window
- Sites cannot keyword stuff in on-page or meta content using misspellings of brand terms
- Sites cannot promote British Airways and then link to another merchant's website British Airways will operate a 'three strikes and out' policy. Any affiliate infringing these guidelines will be removed from the programme after their final warning.

9. DATA PROTECTION

9.1 Each party shall agree to abide by its then-applicable Privacy Policy, as set out at <https://www.britishairways.com/en-gb/information/legal/privacy-policy>, and shall comply with the Data Protection Act 1998 and any other applicable law, rule or regulation in recording and processing User Data.

9.2 WHERE EITHER BA OR YOU RECORD DATA RELATING TO INDIVIDUALS, EACH PARTY AGREES THAT THEY WILL FULLY INFORM THE INDIVIDUALS OF THE PURPOSE OF THE INFORMATION BEING RECORDED, AND WILL ONLY USE THE INFORMATION FOR THAT PURPOSE. YOU AGREE THAT IT WILL COOPERATE FULLY WITH BA IN ALL COMMERCIALY REASONABLE REQUESTS THAT BA DEEMS NECESSARY TO COMPLY WITH THE DATA PROTECTION ACT 1998.

10. INTELLECTUAL PROPERTY RIGHTS - LICENCE

10.1 During the Term and subject to the terms and conditions of this Agreement, BA hereby grants to You a worldwide, non-exclusive, non-transferable, royalty-free right and license to display the BA Link and the BA Link Design, solely for the purpose of You performing Your obligations under this Agreement.

10.2 You undertake:

10.2.1 to use all reasonable endeavours not to cause or permit any acts or omissions which may damage, endanger or reduce the value of the IPR in the BA Link or BA's title to the BA Link or to knowingly encourage or assist others to cause or permit any such acts or omissions;

10.2.2 on the expiry or termination of this Agreement, to cease to use the BA Link;

10.2.3 that, in the event that BA notifies You to cease to use any part of the BA Link or to amend the BA Link, You shall do so within 14 days;

10.2.4 only to use the BA Link in accordance with this Agreement and any guidelines provided by BA on use of the BA Link;

10.2.5 not to use any name or mark or design substantially similar to or capable of being confused with the BA Link;

10.2.6 not to combine any trade mark included in the BA Link with any other mark, logo, device or name without the prior written consent of BA and in accordance with any reasonable conditions attached to that consent;

10.2.7 to make an application, when required by BA and at BA's expense, to become the registered user or the registered licensee (as the case may be) of any part of the IPR in the BA Link including any trade marks, in any part of the world in which BA uses the BA Link in accordance with the terms of this Agreement.

10.3 Any and all goodwill arising from either party's use of the other party's Marks will inure solely to the benefit of the proprietor of the Mark, and neither during nor after the termination of this Agreement will either party assert any claim to the other party's Marks or associated goodwill.

11. INDEMNITY/LIABILITY

11.1 Each party (the "Defaulting Party"), at its own expense, will indemnify, defend and hold harmless the other party, its affiliates, and their respective directors, officers, employees, sub-contractors, agents and representatives (collectively, the "Claiming Party") against any and all Losses suffered by the Claiming Party, arising from or in connection with any and all third party claims, actions, suits and proceedings, arising out of or in connection with (a) any breach or alleged breach by the Defaulting Party of any term, representation or warranty in this Agreement, (b) the infringement or alleged infringement by the Defaulting Party of any IPRs of a third party, or (c) the negligence or wilful misconduct of the Defaulting Party, its affiliates, and/or its and their respective directors, officers, employees sub-contractors, agents and representatives acting within the scope of

their duties for the Defaulting Party (each liability under this Clause 12.1, a "Claim") EXCEPT to the extent that such Losses are attributable to the negligence or wilful misconduct of the Claiming Party its affiliates, agents, and/or its and their respective directors, officers, employees, sub contractors, agents and representatives acting within the scope of their duties for the Claiming Party.

11.2 The Claiming Party will give prompt written notice of any Claim to the Defaulting Party, and will provide such information and assistance as reasonably requested by the Defaulting Party in its negotiation, defense or settlement of such Claim, over which the Defaulting Party will have control. The Defaulting Party will allow the Claiming Party's legal advisor(s) to participate in such negotiations, defense, or settlement. Notwithstanding the foregoing, the Defaulting Party shall not enter into any settlement or other arrangement that materially adversely affects the Claiming Party without the Claiming Party's prior written consent, which consent shall not be unreasonably withheld.

11.3 Each party shall indemnify the other party against any and all Losses suffered by the second party, arising from or in connection with any negligence or wilful misconduct of the first party, its affiliates, and/or its and their respective directors, officers, employees and representatives acting within the scope of their duties for such first party, EXCEPT to the extent that such Losses are attributable to the negligence or wilful misconduct of the second party, its affiliates, and/or its and their respective directors, officers, employees and representatives acting within the scope of their duties for such second party.

11.4 Nothing in this Agreement shall operate to exclude or restrict either party's liability for death or personal injury resulting from negligence, to which no limit applies.

11.5 Except for liability under clauses 11.1, 11.3 and 11.4, notwithstanding any other term of this Agreement, neither party shall be liable to the other, for any indirect or consequential Losses, whether for negligence, breach of contract, misrepresentation or otherwise, nor for any loss of profit, loss of goodwill, business opportunity, or anticipated saving.

12. TERM AND TERMINATION

12.1 This Agreement shall commence on the date of the acceptance email for a period until terminated under the conditions of this clause

12. Upon termination, you shall promptly remove all BA and BA Affiliate Network related content and links from your site. You are only eligible to earn referral fees on sales of Qualifying Transactions occurring during the term. In the event overpayment is made by us, you agree to promptly remit such excess payment upon notification by us. We may withhold your final payment for a reasonable time to ensure that all transactions have been correctly completed.

12.2 A party may terminate this Agreement with immediate effect by written notice to the other party (the "Breaching Party") after the occurrence of any of the following events: (a) the Breaching Party being in material breach of this Agreement and, if the breach is capable of remedy, failing to remedy the breach within ten (10) Business Days of receipt of written notice from the party giving details of the breach and requiring the Breaching Party to remedy the breach; or (b) the Breaching Party passing a resolution for its winding up, a court of competent jurisdiction making an order for the other party's winding up or dissolution, the making of an administration order in relation to the other party or the appointment of an administrative receiver or receiver over, or an encumbrancer taking possession of or selling, an asset of the Breaching Party, or the Breaching Party making an

arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.

12.3 BA may terminate this Agreement at any time, by giving not less than thirty (30) days written notice of termination to You.

12.4 A party validly terminating this Agreement shall be under no liability whatsoever to the other party for any Losses suffered as a result of the termination.

12.5 Expiry or valid termination of this Agreement shall not affect any accrued rights or liabilities of either party.

13. EFFECT OF TERMINATION

13.1 If this Agreement expires or is validly terminated for any reason:

13.1.1 All rights and licenses granted hereunder, and all obligations and covenants imposed hereunder, shall immediately cease, except as otherwise expressly provided herein; and

13.1.2 Each party shall stop using all Confidential Information, IPR, Links and/or Marks of the other party then in its possession and not under an otherwise valid license.

14. FORCE MAJEURE

14.1 If a party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by an event beyond its reasonable control (including without limitation, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm and difficulty or increased cost in obtaining workers, goods or transport) that party's obligations under this Agreement are suspended while the event continues and to the extent that it is prevented, hindered or delayed.

15. CONFIDENTIALITY

15.1 During the term of this Agreement and after termination or expiration of this Agreement for any reason a party ("the Receiving Party") who has had information of a confidential nature ("Confidential Information") disclosed to it by the other party ("the Disclosing Party") may not use such Confidential Information for a purpose other than the performance of its obligations under this Agreement, and may not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or in accordance with clauses 15.2 and 15.3.

15.2 During the term of this Agreement the Receiving Party may disclose Confidential Information:

15.2.1 to any of its directors, other officers, employees to the extent that disclosure is reasonably necessary for the purposes of this Agreement, in which case it shall ensure that the disclosee complies with the Receiving Party's obligations of confidentiality under this Agreement as if it was the Receiving Party;

15.2.2 if required to do so by law or by a competent regulatory authority, provided that it gives notice to the Disclosing Party of the disclosure as soon as practicable; or 15.2.3 to any potential investors if required to do so by any stock exchange provided that it gives notice to the Disclosing Party of the disclosure as soon as practicable.

15.3 Clauses 15.1 to 15.2 do not apply to Confidential Information which: 15.3.1 is at the date of this Agreement, or at any time after that date becomes, publicly known other than by the Receiving Party's or Receiving Party's disclosee's breach of this Agreement; or 15.3.2 can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party.

16. REPRESENTATIONS AND WARRANTIES

16.1 Each party represents and warrants that: 16.1.1 the execution of the Agreement by such party and the performance of its duties and obligations under this Agreement does not and will not violate any agreement to which such party is party or by which such party is otherwise bound. 16.1.2 such party will fulfil its obligations under this Agreement with such care, skill and diligence as may reasonably be expected of properly skilled and competent persons experienced and skilled in the subject matter of the relevant obligations.

16.2 You use the BA Link, BA trade marks, and BA Site at your own risk, on an "as is" basis. BA will have no liability to You should the BA Link, BA trade marks or BA Site or any of them be declared invalid or any third party makes any claim of infringement or otherwise in relation to the BA Link, BA Marks or BA Sites.

16.3 You represent and warrant to BA that Your Site, including the Affiliate Marks and Affiliate Content, will not violate or infringe the rights of others, including, without limitation, any privacy, publicity or other personal or proprietary right.

16.4 Except as set out in this Agreement all conditions, warranties and representations expressed or implied by statute, common law or otherwise are hereby excluded. 16.5 We make no express or implied warranties or representations with respect to the programme or any products sold through the programme (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors; however, we will make commercially reasonable efforts to correct errors or interruptions promptly.

17. GENERAL

17.1 This Agreement and Publisher Service Agreement supersede any previous written or oral agreement between the parties in relation to the matters dealt with in this Agreement and constitutes the whole agreement between the parties relating to the subject matter of this Agreement.

17.2 You may not assign any of the rights granted under this Agreement without the prior written consent of BA (such consent to be at BA's discretion). BA may freely assign its rights under this Agreement.

17.3 A notice in connection with the agreement shall be in writing in the English language and sent by First Class post or by fax or by e-mail to either party at the address set out above. ALL OTHER COMMUNICATION SHOULD BE SENT TO: baaffiliates@wmglobal.com

17.4 If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect, and the parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

17.5 Each party to this Agreement is acting as an independent contractor, and nothing in this Agreement will create or be construed to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Neither party will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

17.6 You acknowledge that you have read this agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this agreement or operate web sites that are similar to or compete with your web site. You have independently evaluated the desirability of participating in the programme and are not relying on any representations, guarantee, or statement other than as set forth in this agreement.

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement and all matters arising from or connected with it are governed by English law.

19. THIRD PARTY ACTIVITY

19.1 Affiliates must agree to notify Wavemaker/the network prior to commencing any activity involving buying ad space on third party platforms, in order to confirm that this is in keeping with the British Airways brand guidelines and so as not to cannibalise any existing activity. Upon agreement of activity, copy and placement; affiliates must agree to offer Wavemaker/the network full visibility on all activity of this nature that is carried out. Failure to comply with the above will result in removal of commissions and also from the programme.

20. Search Policy

20.1 British Airways strictly monitors the use of paid search by their affiliates, and any affiliate wishing to use paid search must apply via the network before being reviewed by British Airways and their representatives. Then, and only then may a paid search affiliate be accepted to the programme and must strictly adhere to the paid search conditions that include the requirement of the affiliate to fully populate their negative keyword list with terms supplied by the network. Any affiliate found using restricted keywords or breaking the terms of the agreement will immediately be suspended from the programme.

20.2 British Airways do not allow affiliates to optimise their sites for SEO based around the British Airways brand name.

21. Voucher Policy

21.1 British Airways do not currently offer voucher codes for affiliates.

21.2 British Airways reserves the right to cancel any booking made by an affiliate using an unauthorised voucher code.

21.3 Please see Section 8 for further voucher code terms.

22. Email Policy

22.1 Affiliates should not send any form of unsolicited e-mail through the programme. If you want to use e-mail to promote British Airways, please contact a member of the account management team at baaffiliates@wmglobal.com to discuss further before you begin activity.

23. Creative Policy

23.1 The hard coding of creative banners is strictly prohibited.

23.2 Should you wish to hard code a creative banner, consent must be given by a member of the British Airways affiliate account management team.

24. Further information

24.1 For more information about the British Airways affiliate programme please visit the British Airways affiliates page at <https://www.britishairways.com/en-gb/information/about-ba/affiliate-programme>