

# **EXHIBIT C**

**BRITISH AIRWAYS PLC TRAVEL AGENCY ADDENDUM - 05 August 2014**

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

(a) **General.** These terms and conditions govern the agent-principal relationship between British Airways Plc ("**BA**") 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)**"), and form part of the terms of your appointment as an authorised agent to sell air passenger transportation on the services of BA and on the services of other air carriers as authorised by BA ("**Products and Services**") ("**Agent's Appointment**" or "**Appointment**") pursuant to any applicable agreement, as updated from time to time, including but not limited to (a) 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 and (b) the Airlines Reporting Corporation ("**ARC**") Agent Reporting Agreement (the "**ARC Agreement**"), the British Airways Travel Agency Agreement and Certificate of Appointment pursuant to the ARC Agreement and the terms of the Industry Agents' Handbook ("**IAH**") incorporated by them with respect to travel agency location(s) in the United States (collectively "**Governing Travel Agency Agreements**"). These terms and conditions and the Governing Travel Agency Agreement are referred to collectively as this "**Agreement**".

**AGENT ACKNOWLEDGES AND AFFIRMS THAT IT IS AN AGENT OF BA, 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 BA'S 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), 1(g), 3(a), 3(b), 3(c), 3(e), 4, 5(a), 6 AND 7 WITH REGARD TO BA'S 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 BA 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. with respect to travel agency location(s) **in** the United States and any agreement between Agent and BA other than the Governing Travel Agency Agreement which has been entered into **prior to** 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 any agreement between Agent and BA 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;
- v. and the British Airways (or other applicable) general conditions of carriage, the terms of the conditions of carriage shall prevail.

(c) **Scope of Appointment.** Agent acknowledges that without BA's prior written approval: (i) Agent and Agent Locations operating under an IATA number established in the European Economic Area ("**EEA**") may not sell 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 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 IATAN 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 BA from time to time.

BA 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.** Without limitation, and in its sole discretion and at any time, BA may, upon written notice ("**Notice**") to Agent, without cause or penalty, suspend or limit Agent's Appointment, including immediately terminating BA's appointment of any Agency Location or Agent's Appointment. If any Agency Location is terminated, Agent may not act in any agency capacity whatsoever for the sale of BA'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 BA 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. BA 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, BA 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 BA 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 BA doing business with the Agent. BA requires the Agent to provide advance notification if significant changes are expected to the Agent sales activity including, but not limited to, any change to the volumes and the forms of payment used and the business rationale behind those changes, and the parties agree to discuss in such scenarios whether any changes to the guarantees or securities provided by the Agent are required. If the Agent fails to notify BA in a timely manner of these changes in business practice, BA may terminate the Agent appointment with immediate effect.

## **2. Commissions.**

(a) **Right to Modify Commission Policy.** BA, in its sole discretion, reserves the right to modify its commissions and remuneration policies for Agents at any time.

(b) **Limitations on Any Commissions.** If BA chooses to pay any commissions for the sale of BA's Products and Services, BA will pay commissions to Agent only in accordance with its then-current policy and only for Agent's issuance of standard tickets that show BA as the ticketing carrier and that are properly issued in accordance with this Agreement. Agent is not entitled to any commission for (1) tickets for which a full or partial refund is made; (2) late or unreported tickets; or (3) tickets issued to owners, officers, directors, stockholders, members, partners, or employees of either Agent or any person or entity which controls, is controlled by, or is under common control with Agent, unless expressly permitted by BA in writing. Any commissions are based on the fare paid only unless expressly otherwise agreed by BA in writing. .

## **3. Compliance with BA's Rules.**

(a) **General.** Agent will strictly adhere to BA's current instructions, rules, regulations, requirements, general conditions of sale or carriage, fare rules and procedures (the "**Rules**") in booking any reservation or issuing, reissuing, selling, exchanging, refunding, cancelling or reporting any ticket calling for transportation on BA. Agent will also comply with all laws and regulations applicable to its activities under this Agreement. Failure to comply may subject Agent to debit memos from BA for any deficiency or any loss incurred by BA by reason of the violation and the suspension, limitation or termination of Agent's appointment.

(b) **Promotional Programs.** Agent agrees to comply with all Rules governing the promotional programs, 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 BA) is strictly prohibited and that Agent's direct or indirect involvement in any of these activities subjects Agent to (i) agent debit memos ("**ADM**"), (ii) the

suspension, limitation or termination of Agent's Appointment, and (iii) legal or equitable remedies. 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 BA, 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 BA, 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 BA's 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 BA's General Conditions of Carriage as amended from time to time.

Except to the extent expressly stated otherwise in BA's Rules, BA does 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 BA'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) ADM, (2) the suspension, limitation or termination of Agent's Appointment, and (3) other legal or equitable remedies available to BA.

(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 BA's 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. Failure to comply subjects Agent to ADM and the suspension, limitation or termination of the Agency Location or Agent's Appointment by BA.

(f) **Disclosure requirements.** Agent will ensure that:

- 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), on all pricing displays to customers and in any and all marketing materials.
- ii. the total price, excluding fees and charges applied by the Agent, shall not be more than the published price.
- iii. 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.
- iv. the appropriate selling class associated with the cabin of travel is displayed to the customer.
- v. any display or communication of ancillary products must be of at least the same quality and detail as that offered by the Agent in respect of other airlines.
- vi. any fares displayed or communicated by the Agent must be of reasonable accuracy as determined by BA's Rules. Such requirements may relate to the accuracy of individual prices 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 when notified by BA.

(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 BA's Products and Services, or alter the presentation of the information as provided by BA. Agent must not facilitate or encourage such biasing or alterations by others.

Agent will not impose service fees, discounts, or other fees (including, without limitation, ticketing fees or charges, paper ticket fees or charges, delivery fees or charges, booking fees or charges, incentives or other features) with respect to the display, offer, booking, ticketing or sale of Products and Services that are higher than those imposed for the display, offer, booking, ticketing or sale of any other carrier products and services. If Agent charges a service or other fee for its services, such charge or fee shall be listed separately and the charge or fee for a BA booking or other Product or Service must be equal to the lowest fee imposed by Agent on other air carriers.

(h) **No Re-Distribution.** Agent's Appointment is for purposes of the Agent marketing and selling BA's Products and Services directly to customers. Agent's Appointment is specific to Agent, and does not include any authority for Agent to do any of the following online, without BA's specific prior written consent:

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

(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 BA 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 BA and the customer. BA will treat all PNR content received in accordance with BA's privacy policy.

(j) **Electronic Display.** Agent will not permit access or display Products and Services via its website or electronic means directly to customers without BA's prior written approval. Such restriction 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.

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

#### **4. Ticketing Authority.**

Agent will only use BA ticket stock if the transportation concerned includes travel on BA operated or marketed services, or BA is an appointed GSA for at least one of the carriers involved in the transportation. BA 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 BA on behalf of any other travel agency location for which BA has refused or terminated its appointment, including any of the Agency Locations. Agent will not use BA's validation to issue tickets for transportation on carriers that do not maintain a ticketing and baggage interline agreement with BA.

#### **5. Agents Debit Memos.**

(a) **Issuance of ADM.** If Agent issues a ticket in violation of this Agreement or is otherwise in violation of the Rules BA has issued for travel agents, BA may issue an ADM to Agent for any deficiency or any loss incurred by BA 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/CRS fees, lost revenue from spoiled inventory, or an administrative service charge for the cost of servicing BA has to provide to address Agent's violation of the Agreement and/or Rules, as BA deems appropriate. In addition, BA may immediately suspend,

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

(b) **ADM Policy.** BA's ADM policy shall apply as published from time to time.

**6. Agency Reduced Rate Travel.**

Agent will comply with BA's Rules concerning Agency reduced rate travel privileges. Failure to comply subjects Agent to ADM and the suspension, limitation or termination of the Agency Location or Agent's Appointment.

**7. Agent Incentive, Promotional, and Override Programs.**

Agent will comply with BA's Rules and any specific contractual requirements concerning agency incentives, promotions, or overrides with BA in which Agent participates or has an interest. Failure to comply subjects Agent to (1) forfeiture and repayment to BA of all sums paid by BA to Agent or the value received by Agent, (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) 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 BA and other airlines. For example, BA expends 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 BA's 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 its 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 BA's post-booking data is similarly valuable and competitively sensitive. The integrity, value and availability of BA's pre- and post booking data can only be preserved if it is accessed and used in ways that have been authorised by BA. Unauthorised access can cause disruption and harm to BA's systems, business and customers, and misuse of such data can lead to safety and security issues, as well as cause material commercial harm to BA.

(b) **BA Data.** Agent understands and agrees that as between BA 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 BA and its other interline carriers and including where that is included in a travel package (ii) relates to a relationship between a customer and BA (e.g. frequent flyer or club membership), (iii) relates to a transaction between a customer and BA, including booking and payment data, or (iv) is passed by Agent to BA through a PNR or similar booking/sale record (collectively, "**BA Data**"), is and will be solely owned by BA. Access and use of BA 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 BA for Agent's Locations.

(c) **Examples of Unauthorised Activities.** Any use of BA Data beyond what is permitted under or pursuant to this Agreement is unauthorised. As guidance, BA provides the following examples of specific types of access, use, distribution and remarketing of BA Data that are prohibited without prior written consent from BA: (1) accessing BA.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 BA 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 BA 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 BA Data; (5) engaging in any kind of commercialisation, marketing, advertising, licensing or resale that is based on BA Data except as otherwise permitted by this Agreement; (6) facilitating structured posting of BA Data to any third party electronic media, including without limitation Facebook, Twitter, online calendars; (7) accessing BA Data from any unauthorised source which BA may identify to Agent; (8) assisting, aiding, or abetting in any way the unauthorised access, use, distribution or display of BA Data, including BA Data obtained or derived from BA.com or any other web site 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 BA Data, without the prior written authorisation of BA. If Agent learns that any third party is accessing, distributing, remarketing or displaying BA Data in any way obtained via Agent, including Agent's web site, without BA's written authorisation, Agent will promptly inform BA and take all commercially reasonable measures, including commercial, technological, or legal measures, to prevent the unauthorised access, display, remarketing or distribution of BA Data.

(d) **Other Data.** The intent of this Section 8 is to maintain and protect the proprietary, commercial, competitive and confidential integrity of BA Data. BA recognises 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, BA recognises 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 Section 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 BA 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 BA: (i) any fare programs and commission arrangements that may be agreed with BA; (ii) any and all post-booking data, including all PNRs, that cover Products and Services; and (iii) any other BA Data that BA designates as confidential ("**Confidential Information**"). However, BA consents to Agent disclosing commission arrangements and payments to customers when this information is requested by the customer. Agent may also disclose BA confidential information to Agent's directors, officers, employees or agents 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 BA. 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 BA. Agent acknowledges that BA 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.

The Agent will cause all of the Agent's privacy policies to inform end users that their Personal Data will be disclosed to BA (and third parties in accordance with BA'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 BA pursuant to and in accordance with BA's privacy policy. In all other respects, BA, as the owner of BA Data, can use and disclose BA Data for any purpose. Agent will not adopt, apply or publish any privacy policy inconsistent with the requirements of this Agreement or BA'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 BA 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 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 BA 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.

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

#### **10. BA's Intellectual Property.**

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

(b) **BA Marks and Correct Use.** BA grants Agent a limited, royalty free, non-transferable, non-exclusive permission to use certain BA intellectual property, specifically the British Airways, BA, BA.com, OpenSkies, Executive Club, On Business, Avios, First, Club World, Club Europe, World Traveller Plus, World Traveller, Euro Traveller, Biz Bed, PremPlus trademarks and brands (the "**BA Marks**") solely for the purpose of identifying Agent as an authorised agent to sell the Product and Services. In using the BA Marks, Agent agrees that BA owns the BA Marks, and that Agent will not harm the BA Marks or BA's ownership of the BA Marks or in any way contest or deny the validity of, or the right or title of BA in or to, the BA Marks. Agent acknowledges and understands that it has no right or permission to use the BA Marks for any purpose not expressly stated in these terms and conditions, and that any unauthorised use of the BA Marks will constitute an infringement of BA's rights. Agent further agrees not to use any intellectual property confusingly similar to the BA Marks. Agent agrees that it will comply with BA's trademark usage guidelines as published from time to time, and will reproduce the design and appearance of the BA Marks from reproduction art obtained from BA. Agent further agrees that without prior written consent from BA 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 BA Marks.

(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 BA or its affiliated entities. Agent understands that it has no rights in BA's intellectual property, nor can continued use of any of BA's intellectual property ever give Agent any rights in or to any of BA's intellectual property. Agent acknowledges that a breach of clause 10 of this Agreement will cause BA significant, irreparable injury and accordingly, that clause 12(c) shall apply in relation to any breach of this clause 10. Agent will obtain BA's written authorisation before any use of BA's intellectual property.

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

BA has the right of access and audit, including by entering any Agency Location upon reasonable advance notice, to: (1) inspect Agent's books and records relating to sales of BA'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 BA's Rules concerning sale of travel on BA, Agency reduced rate travel, agency incentives, promotional or override programs, or Agent ticket fraud. BA may audit Agent by making bookings with Agent and Agent shall not act to inhibit or restrict such audit activity. Agent agrees that BA may monitor Agent bookings and may use information obtained from ARC or IATA or other parties to evaluate the credit-worthiness of Agent and Agent's employees and owners.

#### **12. Miscellaneous.**

(a) **Changes to this Agreement.** BA 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 BA determines in its 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 BA. Agent agrees that failure of or delay by BA to require strict performance or to enforce any provision of this Agreement, or a previous waiver or forbearance by BA, will in no way be construed as, or constitute, a continuing waiver by BA 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, BA 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 (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) 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.

In relation to Agents with locations inside the United States, these terms and conditions are governed by and shall be interpreted in accordance with New York law. Agent and BA irrevocably submit to the exclusive jurisdiction of the New York courts in relation to all matters arising out of or in connection with these terms and conditions 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 BA 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.