

# EXPEDIA TRAVEL AGENCY AFFILIATE AGREEMENT

Effective date: November 1, 2023

## EXPEDIA TRAVEL AGENCY AFFILIATE AGREEMENT (“AGREEMENT”)

This Agreement is between (i) Expedia, Inc. on its own behalf and that of Travelscape, LLC (**we, us, our**), and (ii) the entity stated on the Application to become a TAAP Member (**you, your**; and we and you together each being a **party** and together the **parties**).

### 1. Definitions

In this Agreement, the following terms have the following meanings:

<b>Acceptable Use Policy</b>	the terms of use which apply to the TAAP Website, as made available via the TAAP Website from time to time;
<b>Address for Notices</b>	as set out in Schedule 1 (Territory Requirements);
<b>Agent Card</b>	a credit or debit card that belongs to either you or your Representatives;
<b>Agreement</b>	this travel agency affiliate agreement, comprising these clauses together with the appended schedules, and as amended from time to time in accordance with its terms;
<b>Application</b>	the application form(s) on the TAAP Website that you and/or your Representative complete in applying for TAAP, together with any further information provided to us as part of the application process;
<b>Approved Transport Component</b>	shall mean one of the travel services listed the Incentive Plan Page, as updated from time to time, including but not limited to: (i) air travel, (ii) rail travel which constitutes a substantial portion of the Package, (iii) car rental for at least the full duration of the hotel stay period of the Booking, or (iv) an overnight cruise;
<b>Booking</b>	a booking on behalf of a Customer for a Travel Service made through the TAAP Website;
<b>Booking Charge</b>	any additional charge imposed by you for facilitating the Booking;
<b>Commissions</b>	the fees we pay you for the marketing services provided by you under this Agreement;
<b>Confidential Information</b>	any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise, relating to the business, finances, affairs, tools (including those provided on a technology), products, services, personnel, customers, suppliers (including precincts, future and potential personnel,

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customers and suppliers), prices, Commissions, rates, vendors, processes, or methods of one party or its Group Members, which is disclosed to or otherwise obtained by the other party in connection with this Agreement;

<b>Consumed Booking</b>	a Booking that has been consumed meaning (i) for lodgings, that the check-out day of such stay has occurred; (ii) for a flight booking, when the last leg of a one-way or return flight is completed; (iii) for a car rental booking, when the car rental is returned; (iv) for an activities or services booking, that the activity has occurred or the product has been fulfilled; (v) for insurance, the insurance policy has been taken out and is no longer cancellable; and (vi) for a Package, when all travel components of the Package have been completed in accordance with (i) to (iv) of this definition;
<b>Control</b>	has the meaning given to it in Section 1124 of the Corporation Tax Act 2010;
<b>Customer</b>	an individual customer that you make (or may potentially make) a Booking for via the TAAP Website;
<b>Customer Card</b>	a credit or debit card that belongs to the Customer or a party connected with the Customer;
<b>Customer Contact Details</b>	Customer's name, surname, e-mail address and telephone number;
<b>Customer Terms and Conditions</b>	the terms and conditions applicable to Customers as made available via the TAAP Website from time to time;
<b>E-Collect Booking</b>	a Booking for which we collect full or partial payment from or on behalf of the Customer at the time of the Booking;
<b>Economic Sanctions</b>	any of the economic or trade sanctions, export control, or anti-boycott laws, regulations, orders, directives, designations, licenses, or decisions of the United Nations, European Union, United Kingdom, or United States of America or any other country with jurisdiction over activities undertaken in connection with this Agreement;
<b>Effective Date</b>	the date on which you register for a TAAP Account via the TAAP Website, or (where applicable) the date upon which the changes to the terms of this Agreement come into effect pursuant to clause 29.12;

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<b>Events</b>	events, promotions and competitions run for TAAP Members by us or our third-party service providers;
<b>Expedia, Inc.</b>	Expedia, Inc., a company incorporated in the state of Washington and located at 1111 Expedia Group Way West, Seattle, WA 98119, USA;
<b>Expedia Rewards</b>	the Expedia Rewards customer loyalty program;
<b>Expedia Travel</b>	Travelscape LLC (a company incorporated and resident for all purposes in the USA whose office address is 5000 W. Kearney Street, Springfield, MO 65803, USA), or any other Group Member that we designate, as applicable;
<b>Fenced Rates</b>	certain fenced promotional rates we may provide you with access to from time to time;
<b>Gross Booking Value or GBV</b>	the gross booking value which is the total price paid by Customers for a Booking, excluding: (i) amounts for any Booking Charges added by you, (ii) taxes and fees paid by a Customer at the time of stay; and (iii) any element of the Booking which is paid or reduced by redemption of coupons, vouchers, or discount codes;
<b>Group Booking</b>	means one or more Bookings which alone or together comprise 9 or more rooms with the same Supplier for the same stay dates;
<b>Group Member</b>	in respect of us or you (as applicable), an entity that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by, or is under common Control with us or you (as applicable);
<b>Incentive Plan Page</b>	the webpage which is accessible from the TAAP Website via the "Learn more" link and which summarizes the different Tiers and their respective incentives;
<b>Insolvency Event</b>	if a party (or its parent company) becomes unable to pay its debts, enters into liquidation (except for the purposes of a solvent amalgamation or reconstruction) or is dissolved, makes an arrangement with its creditors, becomes subject to administration or a receiver or administrative receiver is appointed over all or any of its assets or takes or suffers to be taken any similar action in consequence of a debt, ceases or threatens to cease trading or any procedure equivalent to any of the preceding matters occurs in any other jurisdiction with respect to the other party;

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<b>Intellectual Property Rights</b>	any and all patents, copyrights, trademarks, trade secrets, service marks, designs, inventions, invention studies (whether patentable or unpatentable), mask works, domain names and registrations, trade names, secret formulae, secret processes, computer programs, confidential information, know-how and any other intellectual property or proprietary rights; any and all enhancements or derivative works of any of the foregoing; and any and all applications for any of the foregoing, in all countries in the world;
<b>Local Currency</b>	as set out in Schedule 1 (Territory Requirements);
<b>Package</b>	a combination of at least 2 different types of travel products or services for the purpose of the same trip or holiday bundled and advertised for a single price without the ability to select or decline particular components individually;
<b>Package Rate</b>	a Rate solely for use as part of a TAAP Member Package, in accordance with the restrictions in this Agreement and which must not be modified by you;
<b>Package Rate</b>	a Rate solely for use as part of a TAAP Member Package, in accordance with the restrictions in this Agreement and which must not be modified by you;
<b>Promotional Materials</b>	any 'Expedia' branded promotional items and any other material relating to TAAP provided by us or our third-party service providers;
<b>Rates</b>	any of the rates (including Taxes and other charges) in respect of any Travel Service available via the TAAP Website from time to time;
<b>Representatives</b>	the employees, directors, officers, consultants and agents of a party;
<b>Restricted Person</b>	an individual or entity listed on, or 50% or more owned or controlled, directly or indirectly, individually or in the aggregate, by any one or more parties on, any of the following lists: the EU Consolidated List of Designated Parties, maintained by the European Union; the Consolidated List of Asset Freeze Targets, maintained by HM Treasury in the United Kingdom; any other list of designated parties maintained by the EU or its Member States; the U.S. List of Specially Designated Nationals and Blocked

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	Persons or the U.S. Foreign Sanctions Evaders List, maintained by the U.S. Treasury Department's Office of Foreign Assets Control; the U.S. Entity List or the U.S. Denied Persons List, maintained by the U.S. Commerce Department's Bureau of Industry and Security; or any list of parties subject to asset-freezing measures issued by the United Nations;
<b>Sanctioned Booking</b>	means a Booking by a Customer which we have reason to believe may, or are unable to ascertain with confidence will not, bring us into breach of or expose us to penalties under Economic Sanctions;
<b>Sub-User(s)</b>	Representatives and/or third parties, each of which has signed up for a TAAP Sub-User Account pursuant to an invitation from a TAAP Manager Account;
<b>Sub-User Terms of Use</b>	terms of use for Sub-Users as provided by us to you from time to time;
<b>Supplier</b>	the provider who makes the Travel Service available, being either Expedia Travel or the relevant Travel Supplier;
<b>Supplier-Collect Booking</b>	a Booking for which the Travel Supplier collects all payments from Customers;
<b>Supplier Rules and Restrictions</b>	the booking terms, rules and restrictions set by Suppliers including cancellation policies and special check in instructions;
<b>TAAP</b>	the travel agency affiliate program operated by Expedia, Inc.;
<b>TAAP Account</b>	an account, comprising of a username and password, that enables access to the TAAP Website and the ability to make Bookings;
<b>TAAP Manager Account</b>	a TAAP Account which has its own Tracking Code and to which TAAP Sub-User Accounts can be added;
<b>TAAP Member</b>	a currently approved member of TAAP;
<b>TAAP Member Package</b>	a Package assembled by you comprising a Travel Service made available on the TAAP Website and one or more Approved Transport Components;
<b>TAAP Sub-User Account</b>	a TAAP Account which is added as a sub-user of, and shares the Tracking Code of, a TAAP Manager Account;
<b>TAAP Website</b>	the website set out in Schedule 1 (Territory Requirements);

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<b>Tax or Taxes</b>	any and all federal, national, state, local, provincial and other taxes, imposts, duties, levies, assessments and other similar governmental charges and fees of any nature whatsoever, together with all interest, penalties, and additions imposed with respect to such amounts;
<b>Term</b>	as defined in clause 17.1;
<b>Territory</b>	as set out in Schedule 1 (Territory Requirements);
<b>Tier</b>	the tier (as at the time of making a Booking) allocated to a TAAP Member based on its achievement of certain annual GBV targets, as set out on the TAAP Website home page upon login;
<b>Tracking Code</b>	a unique identification code which is attached to TAAP Account(s) and which we use to track Bookings;
<b>Transaction Taxes</b>	any and all sales, use, excise, gross receipts, value added, goods and services, and any other similar Taxes (that are not in the nature of business activity Taxes imposed on, measured by, or based on gross or net income or gross or net receipts that are not transaction Taxes), charges and fees incurred with respect to Commissions and any amounts payable or deemed to be payable for services performed under this Agreement. For the avoidance of doubt, Transaction Taxes do not include Travel Taxes;
<b>Travel Service</b>	a travel services which is made available via the TAAP Website;
<b>Travel Supplier</b>	a third-party supplier of Travel Services such as an airline or accommodation provider;
<b>Travel Taxes</b>	any and all sales, use, occupancy, accommodation, lodging, tourism, excise, gross receipts, value added, ad valorem, goods and services and other Taxes, however designated, and other transactional Taxes or fees of any kind (including any related interest, penalties and additions to Tax) imposed in respect of travel-related services, including services typically provided by online travel companies. For the avoidance of doubt, "Travel Taxes" includes Taxes in the nature of business activity Taxes that may be imposed on income with respect to Bookings, but excludes business activity Taxes imposed by a jurisdiction in lieu of net income Taxes (e.g., Ohio Commercial Activity Tax, Washington Business and Occupation Tax, Texas Franchise (Margins) Tax), which shall be borne by the party incurring such Taxes. For the

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	avoidance of doubt, Travel Taxes do not include Transaction Taxes;
<b>TSF</b>	the traveller service fee paid by the Customer of a Vrbo Property Booking, as set out on the TAAP Website;
<b>VAT</b>	the tax imposed by Council Directive 2006/112/EC of the European Community and any national legislation implementing that Directive together with legislation supplemental thereto, or any similar sales or turnover tax in any country;
<b>Void Booking</b>	a Booking which is cancelled, refunded, charged back, successfully disputed by the Customer, the result of fraudulent or other unlawful activity, related to any conduct of a TAAP Member which breaches this Agreement, or for which for any reason we do not receive payment in full;
<b>Vrbo</b>	the relevant entity from the following: EG Vacation Rentals Ltd., HomeAway.com Inc., Bookabach Ltd., Stayz Pty Ltd., or HomeAway Emerging Markets Pty. Ltd., or any other Group Member of the above as identified in the Vrbo Terms and Conditions for any given Booking;
<b>Vrbo Properties</b>	Travel Service comprising of vacation rental properties which are also made available on Vrbo.com or connected websites;
<b>Vrbo Terms and Conditions</b>	customer terms and conditions applicable to Vrbo Properties, as well as the applicable Vrbo privacy statement (as updated and notified to you from time to time);
<b>Working Day</b>	as defined in Schedule 1 (Territory Requirements).

## 2. Appointment

- 2.1 We appoint you as our marketing partner under TAAP subject to the terms and conditions set out in this Agreement. As our marketing partner you shall actively market the Travel Services to Customers using the TAAP Website in accordance with this Agreement and applicable law.

## 3. What we shall provide

- 3.1 Subject to the terms and conditions of this Agreement, during the Term we shall provide you with:
- (a) access to the TAAP Website;
  - (b) access to Package Rates if your Tier is Silver (as defined on the Incentive Plan Page) or above;

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- (c) a Manager's TAAP Account through which you can:
    - (i) make Bookings on the TAAP Website;
    - (ii) invite your Representatives and third parties to be your Sub-Users;
  - (d) customer support as set out in clause 9.3 below;
  - (e) ad hoc training on TAAP and how to use the TAAP Website;
  - (f) Promotional Materials that we make available from time to time; and
  - (g) access to Events that we make available from time to time.
- 3.2 You acknowledge and agree that the TAAP Website contains products, content and/or services owned, operated and/or provided by Travel Suppliers. Subject to the terms between us and/or our Group Members and such Travel Suppliers, certain products, content or services may be changed (enhanced, amended, suspended or removed) or may no longer be available for distribution through the TAAP Website at any time without notice and without liability accruing to us.
- 3.3 Subject to the terms and conditions of this Agreement, we may provide you with access to Rates for Vrbo Properties, subject to the following:
- (a) notwithstanding clause 6.1 below, you shall ensure that the usual Customer Terms and Conditions shall not be made available to Customers for Vrbo Properties, and instead, prior to concluding a Booking, you shall communicate fully and accurately to the Customer and ensure that the Customer understands Vrbo Terms and Conditions. You shall also ensure that any rental agreement, check-in instructions or other information provided to you, is immediately passed to the End Customer. You shall obtain and retain evidence that the Customer has accepted the Vrbo Terms and Conditions. Unless we provide our prior written approval to the contrary, you shall neither modify the Vrbo Terms and Conditions nor make any verbal or written assurances or representations to a Customer which are additional to or contradict them, including around descriptions of the Vrbo Properties or by promising that any special requests are met;
  - (b) you will not market or book Vrbo Properties as part of a Package;
  - (c) you shall ensure that Vrbo is clearly indicated as the facilitator of Vrbo Bookings in respect of any billing documents issued to the customer, and you shall not issue any form of tax invoice or payment receipt that may mislead Customers into believing that you are the supplier;
  - (d) you shall inform Customers of the correct TSF, and agree that Vrbo will be solely responsible for authorisation of payments from the Customer, and delivery of the TSF;



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- (e) you acknowledge and agree that any second line customer support for Vrbo Properties may be provided by Vrbo (or its related entities) instead of us;
- (f) you shall promptly provide us or our Group Members with a copy of any communications you receive from any regulatory or governmental authorities in relation to Vrbo Properties;
- (g) you acknowledge that vacation rentals are subject to strict regulatory requirements, and that such requirements may require us to changes to the way certain Vrbo Properties are made available to you, including availability of certain properties, or updates to traveler data collection.

### 4. Commissions

- 4.1 In consideration for the marketing services, we shall pay you Commissions in accordance with the terms of this Agreement.
- 4.2 You shall not accrue or be entitled to Commissions until the following conditions precedent are satisfied:
  - (a) you provide, and keep us updated with, accurate bank account or other payment-related data as set out in clause 7.1(f). Expedia shall be entitled to treat you as failing to satisfy this condition precedent if such data is not provided within one year of the first Consumed Booking (unless otherwise agreed in writing);
  - (b) prior to receipt of any payments hereunder, you provide a duly completed and signed copy of IRS Form W-9, or IRS Form W-8BEN-E, or IRS Form W-8BEN (or any successor thereto), to establish that you are not subject to withholding or are entitled to an exemption from, or reduction of, withholding tax, as applicable. You shall promptly notify us of any change in circumstances which would cause you to be subject to tax withholding or modify or render invalid any claimed exemption or reduction of withholding tax and provide updated tax documentation. You shall provide us with an updated version of IRS Form W-9, or IRS Form W-8BEN, or IRS Form W-8BEN (or any successor thereto) every three years or promptly on request. If you fail to perform your obligations under this clause, we shall be entitled to (i) deduct and withhold from any payments to you such amount as we are required to deduct and withhold under applicable law, and (ii) treat you as failing to satisfy this condition precedent if such form(s) are not provided within one year of the first Consumed Booking, unless otherwise agreed in writing. All amounts withheld by us pursuant to this clause shall be treated as paid to you for the purposes of the payment terms;
  - (c) Commissions attributable to your Tracking Code exceeds the threshold of PHP 1350 (one thousand three hundred fifty Philippine Pesos) in aggregate in the 12 months after the first Consumed Booking ("**Twelve Months' Period**") unless otherwise agreed in writing. You shall not have a vested right to payment and the Commissions will be

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cleared at the end of each Twelve-Month Period if the Commissions does not exceed the threshold of PHP 1350 (one thousand three hundred fifty Philippine Pesos) by then.

### 4.3 Commissions shall:

#### (a) be paid:

- (i) on either a Booked or a Consumed basis, as set out in the Incentive Plan Page;
- (ii) on Bookings which are made on the TAAP Website and linked to your Tracking Code;
- (iii) as a percentage of the GBV of each Booking (the exact percentage depends on your Tier status and is set out in the Incentive Plan Page);
- (iv) monthly in arrears by the 30<sup>th</sup> of the month following the month in which the Booking is Booked or Consumed (as applicable); and
- (v) by means of electronic funds transfer to the bank account nominated by you as part of your TAAP Application;

#### (b) not be paid for:

- (i) Void Bookings;
- (ii) Bookings for Travel Services that are not set out in the Incentive Plan Page;
- (iii) bookings made outside of the TAAP Website (for example, on an Expedia-operated website that is not the TAAP Website) or which are not linked to your Tracking Code; and
- (iv) Bookings made in respect of certain Suppliers, as Expedia shall notify you from time to time in accordance with clause 28.

### 4.4 You can access and download Commissions statements via the TAAP Website.

### 4.5 If we pay any Commissions by international bank transfers, we are only responsible for the fees relating to the sending of the transfer, and you are responsible for any other fees, including any fees relating to the receipt of the transfer.

### 4.6 In addition to our other rights and remedies, we may withhold or require you to refund us any amounts we may have overpaid to you in prior periods or for which you are otherwise liable including amounts paid for Void Bookings and Travel Taxes.

### ***Currency and Conversion***

### 4.7 Commissions and any other amounts owed to you in accordance with this Agreement shall be paid in the Local Currency or such other currency as we determine from time to time. Currency

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which requires conversion shall be converted at the currency conversion rate published by Bloomberg (or such other reputable rate) at the time payment is made.

### ***Disputes***

- 4.8 You are responsible for checking both the accuracy of each Commissions statement and that the correct Commissions has been paid to you. If you (acting reasonably and in good faith) dispute any Commissions amounts you must notify us promptly (and no later than 90 days from the receipt of the Commissions) and provide reasonable supporting evidence. If you fail to raise a dispute in writing by this date, you will waive your right to dispute any Commissions amounts. Upon receipt of your notice, we shall investigate, and we and you shall negotiate in good faith to attempt to resolve the dispute promptly. If we are unable to resolve the dispute within 60 days of your notice of dispute, the dispute shall be resolved in accordance with clause 31 (Governing Law and Jurisdiction).

### **5. Rates**

- 5.1 You must only use the Rates in accordance with the terms and conditions of and for the purpose of this Agreement.
- 5.2 You shall not directly or indirectly share or disclose the Rates or any information regarding or relating to the Rates to any Travel Supplier.
- 5.3 Where you receive access to any Package Rates, you must:
- (a) not display or make available such Package Rates to Customers except as part of TAAP Member Package;
  - (b) only use an Approved Transport Component as the other component part of the TAAP Partner Package;
  - (c) not display or otherwise communicate separate pricing of such Package Rates to Customers at any time during the customer journey including during the Booking or confirmation processes;
  - (d) ensure the Package Rates can only be applied in relation to the same trip to which the Approved Transport Component within the TAAP Member Package relates (including having no more rooms booked than the number of people to which the Approved Transport Component relates); and
  - (e) retain proof of the inclusion of the Approved Transport Component within the TAAP Member Package for at least 30 days after the Booking is Consumed.
- 5.4 You must notify us immediately if you breach this clause 5. In addition to our other rights and remedies, if you breach this clause 5 we may restrict or withdraw (at our discretion) access to any Package Rates with immediate effect.

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- 5.5 We may cease (at our sole discretion) to offer you Package Rates on 5 days' written notice to you.
- 5.6 Where you receive access to Fenced Rates, you must display these solely to Customers who have elected to participate in a 'Closed User Group' (such definition as agreed between the parties from time to time). For the avoidance of doubt, you shall not commence marketing Fenced Rates without our prior written approval. You shall ensure that the final Booking price is equal to the Fenced Rate we provided to you for such Booking. Where available, we may cease (at our sole discretion) to offer you Fenced Rates on 24 hours' written notice to you.
6. **Your Dealing with Customers**
- 6.1 Prior to concluding a Booking, you shall:
- (a) communicate fully and accurately to the Customer and ensure that the Customer understands:
    - (i) the description of the Travel Service to which the Booking relates;
    - (ii) the Supplier Rules and Restrictions and the Customer Terms and Conditions (both of which may be communicated to the Customer either by providing them with a copy printed directly from the TAAP Website or by incorporating the identical wording into your own materials that are provided to the Customer);
    - (iii) any information required under the PTD in accordance with clause 12;
    - (iv) any Booking Charges in accordance with clause 13; and
    - (v) all other information required by applicable law;
  - (b) ensure that the Customer understands:
    - (i) the Travel Service is being provided by the relevant Supplier; and
    - (ii) their personal data shall be shared with us in accordance with clause 15.3; and
  - (c) ensure that all of the data which is entered on to the TAAP Website is complete and accurate.
- 6.2 You shall obtain and retain evidence that the Customer has accepted the Customer Terms and Conditions and Supplier Rules and Restrictions. Unless we provide our prior written approval to the contrary, you shall neither modify the Customer Terms and Conditions and Supplier Rules and Restrictions nor make any verbal or written assurances or representations to a Customer which are additional to or contradict them, including around descriptions of the Travel Service or by promising that any special requests are met.
- 6.3 You shall be liable (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any breach of clause 6.1 and clause 6.2 and any failure to ensure that the Customer Terms and Conditions and Supplier Rules and Restrictions are read, understood and accepted by the Customer.

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6.4 You acknowledge that:

- (a) the point at which a Booking is deemed to have been completed and shall form a binding agreement between the Supplier and the Customer shall be determined in accordance with the Customer Terms and Conditions; and
- (b) except as required by applicable law, our Suppliers may change the Supplier Rules and Restrictions at any time without notice to you or Customers.

### ***Post-Booking Communications***

6.5 Following completion of Booking, we shall provide certain confirmatory details to you and/or to the Customer. You shall forward these to the Customer without making any modifications to the content as soon as possible but in any event within 24 hours of you receiving them. You may use the itinerary builder feature available on the TAAP Website in order to do this.

## **7. Code of Conduct**

7.1 As a TAAP Member, you agree you shall:

- (a) only use your TAAP Account to make Bookings on behalf of Customers in the Territory;
- (b) be responsible for and properly supervise any and all use of the TAAP Website and your TAAP Account(s) by your Representatives;
- (c) ensure that your Representatives are knowledgeable about the Travel Services
- (d) safeguard your TAAP Account's access credentials, including the Tracking Code, and prevent any unauthorized use of the TAAP Account and/or the Tracking Code;
- (e) access the Website and the TAAP Account in accordance with the Acceptable Use Policy and any other guidelines or directions provided by us from time to time;
- (f) be responsible for (i) providing all completed tax forms required in clause 4.2(b) prior to undertaking any action to make Bookings, and (ii) providing, and keeping us updated with, accurate bank account or any other data required to effect payments to you; and
- (g) at the time of completing the Booking, provide us with the Customer Contact Details, which may be used by us solely in accordance with clause 9.4.

7.2 As a TAAP Member:

- (a) under no circumstances shall you complete or attempt to complete any Bookings without the Customer's full knowledge and consent;
- (b) under no circumstances shall you act, omit to act or make any statements that may, in our reasonable opinion, or will adversely affect our or our Group Members' brand, reputation or goodwill or that of our Travel Suppliers;

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- (c) under no circumstances shall you make any verbal or written assurances or representations to a Customer about the Taxes which apply to a Booking which (i) are additional to, or (ii) alter or contradict, the content and display of such Taxes on the TAAP Website;
  - (d) under no circumstances shall you tamper with the operation of the TAAP Website or act in a fraudulent, deceptive, non-genuine or illegitimate manner when using it or dealing with Customers;
  - (e) under no circumstances shall you sell, redistribute, display, copy, adapt, reverse engineer, decompile, disassemble, make derivative works or error corrections or use in any manner (directly or indirectly) the TAAP Website or our Group Members' websites other than in accordance with this Agreement;
  - (f) under no circumstances shall you take any action that we may, at our sole discretion, determine as imposing an unreasonable or disproportionately large load on the technology or infrastructure of the TAAP Website;
  - (g) you shall only include within any Booking the Travel Services which are expressly requested by the Customer.
- 7.3 You shall not misrepresent who you are acting for when contacting Customers including (as an example only) leading Customers to believe that you are directly connected to any of the Suppliers.
- 7.4 You shall not directly contact any Suppliers outside of the TAAP Website in relation to Bookings unless we expressly instruct you to do so. Any direct communications from such Suppliers which you receive outside of the TAAP Website should be referred immediately to us.
- 7.5 You shall not make Bookings other than in response to a specific request by a Customer. You also acknowledge that any Booking is between the Customer and the Supplier, and may not be cancelled or otherwise amended by you without the consent of the relevant Customer.
- 7.6 You acknowledge that Group Bookings may not be made via the TAAP Website. In the event you or a Customer requires a Group Booking, you shall notify us and follow our relevant process. Any Group Booking may be cancelled by us and any applicable cancellation fees shall be applied and payable by you.
- 7.7 We reserve the right to cancel any Booking in breach of the Customer Terms and Conditions, the Supplier Rules and Restrictions, or the terms of this Agreement.
8. **Sub-Users**
- 8.1 Where you invite your Representatives and/or third parties to be your Sub-Users:
- (a) you must ensure that your Sub-Users are bound by and comply with obligations that are at least equivalent to those imposed on you under this Agreement and shall procure

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that your Sub-Users enter into terms the same as or no less onerous than the Sub-User Terms of Use, as updated and notified to you from time to time;

- (b) you are solely responsible for any compensation payable to your Sub-Users;
- (c) you will be responsible for any amounts owed to us for Bookings made by your Sub-Users;
- (d) you are liable for the acts and omissions of your Sub-Users; and
- (e) upon becoming aware of a Sub-User's non-compliance with this Agreement or the Sub-User Terms of Use you will immediately notify us and suspend their access to the TAAP Website.

8.2 You acknowledge and agree that we may suspend any Sub-User's access to the TAAP Website in the event that it does not comply with this Agreement or the Sub-User Terms of Use.

### 9. Customer Support

9.1 You shall be solely responsible for providing first line support to Customers for all issues related to Bookings. You shall provide such support promptly, using reasonable endeavours and in accordance with your policies and processes.

9.2 If you are unable to resolve an issue using reasonable endeavours, then you shall contact us for second line support via the telephone number listed on the TAAP Website. In order to facilitate our second line support, you shall promptly (without amendment or deletion) transmit to us all communications received from Customers relating to Bookings and pass all relevant communications from us to Customers.

9.3 In the event that a Customer either:

- (a) contacts us directly;
- (b) gets transferred to us (in error or otherwise); or
- (c) is contacted by us in accordance with clause 9.4,

in relation to a Booking, our support shall be provided in accordance with our standard customer support policies set out on our TAAP Website, as amended from time to time.

9.4 We may only contact a Customer in the following circumstances:

- (a) in the event of a travel emergency;
- (b) if we deem it is reasonably necessary in order to fulfil Customer's Booking;
- (c) if you are in breach of this Agreement, as determined by us in our sole discretion; or
- (d) in respect of a Booking or a refund for a Booking, in accordance with clause 15.4.

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9.5 For the avoidance of doubt, we will never contact a Customer for marketing purposes.

### 10. **Complaints**

10.1 For any complaints related to Bookings which are made by or on behalf of a Customer and which cannot be resolved through your first line support, we shall use reasonable endeavours to assist you in resolving such complaint, including by facilitating discussions with the Supplier. If you fail to comply with any of the provisions of this Agreement relating to the Booking and confirmation process (including but not limited to compliance with the PTD), then we shall have no liability for any losses that you incur as a result of a complaint arising from breach of such clause.

10.2 Notwithstanding anything to the contrary, you shall be responsible for any complaints made against you or any of your Representatives, and we shall have no responsibility or liability to deal with or resolve such complaints.

### 11. **Incentives, Promotional Materials and Events**

11.1 Any coupons which are made available by us in relation to a specific Booking to be redeemed on TAAP shall be passed on to the relevant Customer who has made such Booking. Further, any discounts derived from coupons, which are made available by us to be redeemed on TAAP and not linked to a specific Booking, shall be passed on to a Customer. For the avoidance of doubt, if you redeem any coupons, which in accordance with their terms cannot be redeemed on TAAP, we shall have a right to recover from you the value of such coupons, including setting off such amounts against any future Commission payable to you.

11.2 You shall not be entitled to membership of Expedia Rewards in your capacity as a TAAP Member, and shall not be entitled to collect Expedia Reward points or derive any personal profit or benefit from the Expedia Reward points earned by Customers for Bookings made on the TAAP Website.

11.3 We may, from time to time, make Promotional Materials available to you. Where we do so:

- (a) we grant you a non-exclusive licence to use the Promotional Materials in your premise and in accordance with our written instructions;
- (b) we may revoke or amend this licence at any time upon notice; and
- (c) if we revoke such licence, you shall return or destroy such Promotional Materials and provide written confirmation of the same.

11.4 We may, from time to time, run Events. If you enter any such Event:

- (a) you shall comply with any additional terms and conditions relating to that Event;



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- (b) you grant us the right to publish, print and use your trademarks, branding and images in publicity materials relating to the Event without further reference, payment or other compensation. This may include making your name and photograph available on the TAAP Website or in a newsletter in relation to the Event; and
- (c) you acknowledge that we reserve the right, in our sole discretion, to disqualify any TAAP Member who tampers or attempts to tamper with the operation of any Event, whose conduct is in breach of the additional terms and conditions relating to the Event, or who is acting in a fraudulent, deceptive, non-genuine or illegitimate manner.

### 12. Packages and Linked Travel Arrangements

12.1 For the purposes of this paragraph, the following terms shall have the following meanings:

- (a) **Expedia Package** means a Package assembled by us or our Group Members and made available for Booking on the TAAP Website;
- (b) **LTA** means a linked travel arrangement as defined in Article 3 of the PTD;
- (c) **Organiser** means an organiser as defined in Article 3 of the PTD;
- (d) **PTD** means the Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements ('Package Travel Directive'), as implemented in each European Member State and as amended from time to time; and
- (e) **Retailer** means a retailer as defined in Article 3 of the PTD.

#### ***Packages which are organised by you***

12.2 You acknowledge and agree that you shall be the Organiser of any TAAP Member Packages and shall comply with the duties of an Organiser under the PTD.

#### ***Packages which are organised by Expedia***

12.3 You acknowledge and agree that, in relation to Expedia Packages which are made available on the TAAP Website and which are sold to Customers without any modification, Expedia Travel shall be the Organiser and you shall be the Retailer. In relation to Expedia Packages, Expedia Travel shall comply with the duties of an Organiser under the PTD and you shall comply with the duties of a Retailer under the PTD.

#### ***Linked Travel Arrangements***

12.4 You acknowledge and agree that, in relation to any LTAs which may be created via the TAAP Website and/or any other website owned or operated by us (either through the Booking of two separate Travel Services through the TAAP Website and/or any other website owned or operated by us, or in combination with other travel services arranged by you or a third party),

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you shall be the facilitator of such LTAs and shall comply with the requirements of the PTD concerning LTAs.

### 13. **Booking Charges**

13.1 You may add a Booking Charge to the total amount charged to the Customer provided that:

- (a) the Booking Charge is separately communicated to Customers and not aggregated into the Rates (including taxes and fees) we provide;
- (b) you make it clear to Customers that the Booking Charge is applied by you only; and
- (c) you include the following or equivalent text in your terms and conditions pertaining to Bookings: "The total price may include an additional booking fee from [INSERT YOUR NAME]".

### 14. **Outside the Territory**

14.1 If you are located outside of the Territory and are approved to be a TAAP Member:

- (a) notwithstanding clause 7.1(a), you may use your TAAP Account to make Bookings on behalf of Customers in the location which you specified on your Application; and
- (b) you shall indemnify and keep indemnified us and each of our Group Members (and each of our and their Representatives) against all losses, liabilities, damages, fines, costs and expenses of any kind (including legal and other professional expenses) incurred by us or our Group Members in full and on demand whether arising in contract, tort (including negligence), breach of statutory duty or otherwise that result from your marketing of the Travel Services outside of the Territory.

### 15. **Data Protection and PCI**

15.1 Any personal data processed in connection with this Agreement will be processed by each Party in its capacity as an independent and autonomous controller. Each Party will comply with the data protection requirements (the "**Requirements**") that apply to it as set out in the "Expedia Travel Agency Affiliate Agreement – Controller to Controller Agreement (including the SCCs)" which can be found by following this link: <https://www.expediagroup.com/who-we-are/corporate-standards/partner-privacy-data-handling-requirements/default.aspx> (as amended from time to time provided that no changes to the Requirements will be deemed to take effect against you after the date on which you have last accepted this Agreement without notice to the extent such changes (a) are not made in order to comply with Applicable Data Protection Laws; or (b) otherwise have a material adverse impact on you, unless they have been accepted by you). The Requirements are incorporated into this Agreement by reference and a material breach of them will be a material breach of this Agreement. Terms not defined in this clause 15 will have the meaning given to them in the Requirements.

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### **PCI**

15.2 You warrant and represent that you shall:

- (a) only obtain, use, transmit and store cardholder data to the extent required to comply with your obligations under this Agreement;
- (b) where you obtain, use, transmit, store or process cardholder data, you shall comply with information security controls which are based on industry best practice (addressing areas such as asset management, personnel security, physical, environmental, equipment and media security, communications and operations management, access controls, information systems development and maintenance, incident management, business continuity management and compliance);
- (c) provide us with a copy of any annual certifications of compliance that you obtain; and
- (d) promptly notify us of any breach of the information security controls or any personal data breach affecting Customer cardholder data in accordance with paragraph 15.6(b).

15.3 We acknowledge that we are responsible for the security of cardholder data that we possess, store, process, or transmit and shall comply with the PCI DSS as issued by the PCI Security Standards Council, as updated from time to time.

### **Agent Cards**

15.4 In the event that an Agent Card is used to make a Booking:

- (a) you represent and warrant that the use of such Agent Card is authorized, and you have taken all commercially reasonable steps necessary to ensure that the card issuer shall not block or reject any authorized use of the Agent Card in the settlement of Bookings booked under this Agreement. Each Booking made using the Agent Card shall be deemed by us to have been authorized by you;
- (b) for each Booking you shall transmit all necessary payment and card information to enable us to process the payment through the Agent Card;
- (c) where collecting payment from the Customer you shall bear the risk of non-collection of payments and so shall be responsible for any void transactions and all costs, expenses or fees related to such void transactions, including chargeback amounts, interchange fees or merchant processing costs, penalties, fines and fees; and
- (d) any refund which is paid by us to your Agent Card must be passed on to the relevant Customer within seven days of receipt by you of such refund. You shall never issue a voucher in lieu of a cash refund to a Customer..

Notwithstanding anything to the contrary herein, we reserve the right (and you hereby expressly give your permission for us) to directly refund Customer Cards in the event that: (i) you are subject to an Insolvency Event; or (ii) you exhibit signs of financial distress that we deem, in our

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sole discretion, may prevent you from complying with the terms of this Agreement; or (iii) we deem, in our sole discretion, that military or terrorist action or extraordinary political, economic or other conditions or occurrences beyond our control significantly impact the travel business, our business or access or navigation to the TAAP Website.

### ***Customer Cards***

- 15.5 In the event a Customer Card is used to make Bookings:
- (a) you represent and warrant that the use of such Customer Card is authorized by the Customer. Each Booking made using the Customer Card shall be deemed by us to have been authorized by the Customer;
  - (b) for each Booking you shall transmit all necessary payment and card information to enable us to process the payment through the Customer Card; and
  - (c) you shall not save or store any Customer Card details in the TAAP Website.

### **16. Intellectual Property**

- 16.1 Subject to the terms and conditions of this Agreement, we grant to you a non-exclusive, non-transferable, revocable, royalty-free license to use the TAAP Website for the purposes of providing the marketing services contemplated under and to the extent permitted by this Agreement. You acknowledge that we own and retain all right, title and interest in and to the TAAP Website.
- 16.2 During the Term, you grant us a worldwide, non-exclusive, royalty-free license to use your trademarks and branding in order to refer to the relationship between us in press communications or public representations, and you warrant and represent that your trademarks and branding do not violate, infringe or misappropriate any Intellectual Property or other proprietary rights of any person. Except as permitted under clause 11.3, you may not use our or our Group Members' trademarks and branding without first obtaining our prior written consent.

### **17. Term and Termination**

- 17.1 This Agreement shall commence on the Effective Date and shall continue indefinitely until terminated by either party in accordance with the terms of this Agreement (the **Term**).
- 17.2 Either party may terminate this Agreement:
- (a) at any time upon not less than 30 days' written notice; or
  - (b) immediately in the event we notify you of a change pursuant to clause 29.12 and you notify us that you object to the changes in accordance with clause 29.12.
- 17.3 We may terminate this Agreement immediately (or on the expiry of such other period as we may specify) upon written notice if you or your Representatives:

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- (a) are not approved to be TAAP Members;
- (b) commit a material breach of this Agreement;
- (c) are subject to an Insolvency Event;
- (d) breach clause 7 (Code of Conduct), clause 15 (Data Protection and PCI), clause 19 (Confidentiality), or clause 20 (Restricted Persons and Territories);
- (e) fail to provide all completed tax forms and/or bank account or other payment-related data required in clause 4.2 within one year of the first Booking;
- (f) fail to perform or are delayed from performing your obligations in accordance with clause 26 (Force Majeure);
- (g) are, or if Expedia is, subject to a change in law which substantially effects the ability of either party to perform under this Agreement or the legal responsibilities of either party; or
- (h) are found by us, in our sole discretion (acting reasonably), to be:
  - (i) misusing TAAP or the TAAP Website; or
  - (ii) acting in a fraudulent, deceptive, non-genuine or illegitimate manner.

### 17.4 Immediately upon termination of this Agreement:

- (a) all licenses we have granted to you under this Agreement shall cease and we may immediately withdraw your access to the TAAP Website and your TAAP Account;
- (b) you shall return or destroy all Promotional Materials and provide written confirmation of the same; and
- (c) you shall immediately remit payment of any amounts due in accordance with this Agreement.

### 18. **Suspending your access**

#### 18.1 We may immediately suspend your access to TAAP and the TAAP Website:

- (a) if you breach (or we reasonably anticipate you will breach) this Agreement;
- (b) in any circumstances under which we would be entitled to terminate this Agreement in accordance with clause 17;
- (c) if we, in our sole discretion, believe it is necessary to prevent:
  - (i) any misuse of any of the TAAP Website (including any Rates); or

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- (ii) the TAAP Website being used in a way which creates a harm or financial detriment to us or our Group Members (including a significant or unusual increase in the number of Void Bookings or risk of fraudulent transactions); and/or
  - (d) if your TAAP Account is inactive for more than twelve months.
- 18.2 We shall notify you as soon as reasonably practicable where we take action pursuant to this clause.
- 19. **Confidentiality**
- 19.1 Each party shall keep the other's Confidential Information confidential and shall not:
  - (a) use such Confidential Information except for the purposes of this Agreement; or
  - (b) disclose such Confidential Information (in whole or in part) to any third party, except to its Representatives, sub-contractors, professional advisors and Group Members, each of whom has a need to know the Confidential Information in connection with this Agreement and provided that it shall procure that such persons comply with these confidentiality obligations.
- 19.2 Clause 19.1 shall not apply to any Confidential Information that the receiving party can show:
  - (a) is in the public domain in substantially the same combination as that which was disclosed to the receiving party (other than as a result of a breach of this Agreement or any other obligations of confidentiality);
  - (b) is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;
  - (c) is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (and then only to the extent and for the purpose required);
  - (d) is approved by the disclosing party for disclosure in writing; or
  - (e) was developed independently of and without reference to Confidential Information disclosed by the other party.
- 19.3 Each party shall give the other as much notice of any disclosure required under clause 19.2(c) as is reasonable and lawful in the circumstances (if any) and shall provide the other with reasonable assistance in avoiding or limiting the required disclosure.
- 19.4 Notwithstanding anything to the contrary herein, we may use data and information we gather, receive, generate, create, compile or process in connection with the Agreement (excluding TAAP Personal Data) for operating and developing our partner program including our TAAP Website; and for the furtherance of our business. In the event that such data and/or information

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is shared with third parties, it shall be anonymised such that your information is not easily identifiable (unless otherwise agreed between the parties).

### 20. **Restricted Persons and Territories**

20.1 You warrant and represent on a continuing basis that you, your Group Members and your Representatives are not:

(a) incorporated, headquartered, ordinarily resident in, operating in, or have any Sub-Users in, a country or region subject to comprehensive restrictions under Economic Sanctions (including as at January 1, 2020, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine); or

(b) a Restricted Person.

20.2 You shall notify us immediately if, at any time during the Term:

(a) there is any change to the position at clause 20.1, including any changes which means you are or begin operating in a country or region subject to comprehensive restrictions under Economic Sanctions; or

(b) you commence operating in any other country considered high risk from an Economic Sanctions perspective (including as at January 1, 2020, Russia, Ukraine and Venezuela).

20.3 You and your Representatives (i) shall comply with all Economic Sanctions in the performance of this Agreement; (ii) shall not act for or on behalf of, facilitate any activity involving, or otherwise engage or deal with any Restricted Person in the performance of this Agreement; and (iii) shall not act or refrain from acting in such a way so as to bring us into breach of, or expose us to penalties under, any Economic Sanctions and will co-operate with us in such regard. Under this Agreement, we will not be required to act or refrain from acting in any way that would be, in our sole judgement, prohibited by or subject to penalty under any Economic Sanctions.

20.4 You shall provide us with all information, co-operation and assistance that we require to screen Customers and, if a Sanctioned Booking is suspected, investigate and verify. In particular, you shall adhere to the response times set out in any requests for further information, and acknowledge that a failure to do so shall be considered a breach of this clause 20.

20.5 You agree and acknowledge that:

(a) we reserve the right to cancel any Sanctioned Booking;

(b) you will not receive Commissions on any Sanctioned Booking; and

(c) if you breach this clause 20 we may terminate this Agreement immediately in accordance with clause 17.3(d).

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20.6 You shall notify us immediately in respect of any breach of this clause 20.

### 21. Insurance

21.1 During the Term you shall maintain, with a reputable insurer, the requisite insurance coverage as required by all applicable law and as is necessary to meet your obligations under this Agreement. Such insurance shall include coverage for commercial general liability and professional liability at limits not less than an amount equivalent to the annual Commissions paid to you under this Agreement. Upon request you shall provide us with copies of your insurance policies.

### 22. Compliance

22.1 You shall permit and/or shall procure that we are permitted access to, and/or provided copies of, such of your, your sub-contractors' and your Representatives' records, systems, premises, personnel and information to the extent necessary for the purpose of:

- (a) verifying your compliance with this Agreement;
- (b) investigating where we reasonably suspect, or have been notified of, a material breach of this Agreement, a potential or actual personal data breach, fraud and/or a breach of law; or
- (c) fulfilling any request by a regulatory body of a competent jurisdiction.

22.2 We shall use our access under this clause solely for the purpose of such verification and any subsequent claims and shall treat any information we obtain as your Confidential Information.

### 23. Representations and Warranties

23.1 You undertake, warrant and represent that you: (i) shall comply with all applicable laws; (ii) shall be licensed to act as a travel agent, or similar capacity, and shall promptly provide evidence of such on request by us; (iii) shall be solely responsible for obtaining and maintaining all licenses, consents and other permissions (if any, whether regulatory or otherwise) and all financial security arrangements necessary to enter into and for the continuing performance of your obligations under this Agreement; (iv) shall be solely responsible for your own costs of complying with this clause 23.1; and (v) have not entered and will not enter into any other agreements under which your obligations would breach this Agreement.

23.2 You undertake, warrant and represent that:

- (a) you are duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not (and will not) conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which you are a party or by which you are bound and that this Agreement constitutes a valid and binding obligation of you enforceable in accordance with its terms;



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- (b) you shall perform your obligations under this Agreement using reasonable skill and care and appropriately skilled and experienced personnel, in accordance with best industry practice and our reasonable instructions;
- (c) you shall adhere to the Territory Requirements in Schedule 1;
- (d) you shall, promptly upon request, provide us and our Group Members with such information, co-operation and assistance as is reasonably required by us in connection with this Agreement;
- (e) the information that you have provided, and continue to provide, to us is truthful, accurate and complete and you had the right to provide this information;
- (a) you have read this Agreement and understand, accept and agree to be bound by the terms and conditions set out within it;
- (b) in connection this Agreement, you:
  - (i) shall comply with the provisions of the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and any amendments thereto, as well as any other applicable anti-corruption laws adopted by countries where services are being performed;
  - (ii) have not been found by a court in any jurisdiction to have violated any such laws; and
  - (iii) will not either directly or through a third-party make any improper payments or perform any act in violation of such laws.

### 23.3 You agree and acknowledge that:

- (a) except as expressly provided in this Agreement, to the fullest extent permissible pursuant to applicable law, we expressly disclaim any representations, warranties or conditions in connection with this Agreement, whether express, implied, statutory or otherwise, including without limitation, warranties of: merchantability; fitness for a particular purpose; title and non-infringement; usage of trade; course of dealings; accuracy or completeness of results; and data or information.
- (b) we do not guarantee continuous or uninterrupted access to the TAAP Website or that it shall be secure or error free, and operation of the TAAP Website may be interrupted by numerous factors outside of our control and we make no warranty as to its availability;
- (c) we do not warrant, represent or undertake that the TAAP Website or any other services provided hereunder shall result in any particular level or type of financial results for you;
- (d) we shall not be liable (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) for:

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- (i) any products, services or sites offered by Suppliers or otherwise accessed through the TAAP Website;
- (ii) your failure to comply with all of your obligations, including, but not limited to, your financial security obligations under the PTD;
- (iii) any other actions which result from misuse or inappropriate use of the TAAP Website;
- (iv) us activating any right of suspension, as contemplated under clause 18.1; or
- (v) us suspending our performance or payment of Commissions in accordance with clause 26.2.

### 24. Indemnities

24.1 You shall indemnify and keep indemnified us and each of our Group Members (and each of our and their Representatives) against all losses, liabilities, damages, fines, costs and expenses of any kind (including legal and other professional expenses) incurred by us or our Group Members in full and on demand whether arising in contract, tort (including negligence), breach of statutory duty or otherwise that result from:

- (a) any breach by you of clause 7 (Code of Conduct), clause 15 (Data Protection and PCI), clause 16 (Intellectual Property), clause 19 (Confidentiality), clause 20 (Restricted Persons and Territories), clause 27 (Taxation), and Schedule 1 (Territory Requirements);
- (b) your failure to comply with any of the provisions of this Agreement relating to Booking and confirmation processes (including but not limited to the PTD and LTAs, as applicable);
- (c) any Customer complaints made as a result of your or your Representatives' acts, omissions, negligence or breach of any terms of this Agreement;
- (d) fraudulent or other misuse of any debit cards or credit cards used for Bookings which are linked to your Tracking Code, regardless of the ownership of such cards; and
- (e) Your breach of your obligation to pass on any refunds to a Customer or not to issue vouchers in lieu of cash refunds, in accordance with clause 15.4.

24.2 We shall indemnify and keep indemnified you and each of your Representatives against all losses, liabilities, damages, fines, costs and expenses of any kind (including legal and other professional expenses) incurred by you in full and on demand whether arising in contract, tort (including negligence), breach of statutory duty or otherwise that result from our failure to comply with our obligations under the PTD in relation to Expedia Packages.

24.3 If we seek to rely on an indemnity under clause 14 or clause 24.1 which arises from a third-party claim or Customer complaint (the "**Claim**"), you shall:

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- (a) permit us to control the defence and settlement of the Claim;
- (b) at your expense, provide us with all reasonable information and assistance that we request in connection with the defence and settlement of the Claim;
- (c) not make any admissions or compromise in relation to the Claim, unless we ask you to do so in writing or you are required to do so by applicable law or court order; and
- (d) keep us informed about material developments with respect to the Claim.

### 25. **Liability**

25.1 NOTWITHSTANDING CLAUSE 25.2 OR CLAUSE 25.3, NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, UNDER THE INDEMNITIES SET OUT IN THIS AGREEMENT, FOR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, FOR WILFUL DEFAULT, OR FOR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

25.2 SUBJECT TO CLAUSE 25.1, NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE) FOR: INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR LOSSES; LOSS OF REVENUE; LOSS OF ANTICIPATED SAVINGS; LOSS OF PROFIT; COST OF RE-PROCUREMENT; LOSS OF GOODWILL OR REPUTATION; AND IN EACH CASE EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

25.3 SUBJECT TO CLAUSE 25.1, OUR TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE) SHALL BE LIMITED TO THE TOTAL COMMISSIONS PAID OR PAYABLE BY US TO YOU UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE FIRST CLAIM.

### 26. **Force Majeure**

26.1 Subject to clause 26.2, neither party shall be liable to the other for any failure or delay in the performance of its obligations under this Agreement (save in respect of any obligation to pay any amounts due and payable) to the extent that such failure or delay arises due to reasons beyond such party's reasonable control, provided always that the affected party promptly notifies the other of the cause and likely duration of the failure or delay and takes all reasonable steps to overcome the failure or delay as soon as possible. For the avoidance of doubt, hotel overbookings shall not be considered a force majeure event.

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26.2 Notwithstanding clause 26.1, in the event that we deem, in our sole discretion, that military or terrorist action or extraordinary political, economic or other conditions or occurrences beyond our control significantly impact the travel business, our business or access or navigation to the TAAP Website, then we may upon providing you with 5 days of prior written notice and at our sole discretion:

- (a) suspend performance (in part or whole) of any or all of the terms and conditions of this Agreement; or
- (b) suspend payment of Commissions that are due to you (in part or whole).

### 27. **Taxation**

27.1 The parties shall use reasonable endeavours to secure that the Supplier shall be treated by any Tax authority in any pertinent jurisdiction as the supplier to the Customer of E-Collect Bookings for VAT purposes (where applicable), and you shall not do, or omit to do, anything which we may reasonably expect to result in any Tax authority taking a contrary position.

27.2 You shall not:

- (a) account to any Tax authority for Travel Taxes on the basis that you or any of your Group Members are the supplier to the Customer of E-Collect Bookings;
- (b) issue any invoices to the Customer that expressly or implicitly state that you are making a supply of Bookings, whether on a standalone basis or as part of a Package, to the Customer, unless otherwise required by applicable law; or
- (c) correspond with any Tax or governmental authority in relation to the Travel Tax treatment of Bookings without first consulting us, including allowing us to review and comment on such correspondence and to make any amendments that we reasonably require (each of the obligations set out in this clause are limited to the extent permitted by law).

27.3 With respect to any legal or administrative investigation, audit or other proceeding related to Travel Taxes with respect to the Tax treatment of Bookings, we shall have the exclusive right to control the defence or settlement of any such proceeding. You shall promptly provide us or our Group Members with a copy of any communications you receive from any Tax authorities in relation to the Travel Tax treatment of Bookings.

27.4 All payments payable or deemed to be payable by you to us or our Group Members under this Agreement shall be deemed to be exclusive of any VAT chargeable on the supply or supplies for which sums are the consideration for VAT purposes. An amount equal to such VAT shall in each case be paid by you to us or our relevant Group Member.

27.5 All payments made, or deemed to be made, to you under this Agreement are inclusive of any applicable Transactions Taxes.

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- 27.6 You shall:
- (a) collect any applicable Taxes from the Customer (excluding any Booking Charges) in the exact amount and manner provided through the TAAP Website; and
  - (b) with respect to any Booking located in the United States, remit such taxes to us or the relevant Group Member to remit to the applicable Tax authority and/or Supplier.
- 27.7 You agree that any payments which you or any of your Group Members or Sub-Users collect in relation to E-Collect Bookings are collected on behalf of Expedia Travel, and you shall account for this in your records and shall not treat these payments as your own.
- 27.8 You acknowledge and agree that you shall be solely liable for the following Travel Taxes imposed on, or payable by, us:
- (a) Travel Taxes arising from your statement or representation of Taxes to the Customer in violation of clause 7.2(c); and
  - (b) Travel Taxes imposed or assessed on any Booking Charges you collect from Customers.
- 27.9 Notwithstanding any other provision to the contrary herein, you shall be responsible for any and all Taxes imposed on you resulting from this Agreement. You and we agree to comply with all applicable tax laws (including the UK's Criminal Finance Act 2017) and any regulations, as amended or replaced from time to time. You shall not do anything which would cause us to be in breach of any applicable tax law.
28. **Notices**
- 28.1 Notices must be given in English by email to:
- (a) in our case, the Address for Notices, and in your case, the email address you provided to us as part of your Application; or
  - (b) to the email address notified by us or you to the other in writing from time to time.
- 28.2 An email notice shall take effect on the earlier of:
- (a) if sent before 5:00pm on a Working Day, on the day of transmission;
  - (b) if sent on or after 5:00pm on a Working Day, at 10am on the next Working Day; or
  - (c) when receipt is acknowledged by any of the receiving party's authorized recipients.
29. **Miscellaneous**
- 29.1 This Agreement:
- (a) incorporates these clauses and the appended schedules; and

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- (b) constitutes the entire agreement between the parties in respect of its subject matter and supersedes all previous oral or written agreements between the parties in respect of the subject matter hereof, each of which is deemed terminated as at the Effective Date. Each party acknowledges that in entering into this Agreement it does not rely on any representation or warranty that is not set out in this Agreement.
- 29.2 Save as provided below, our and your rights, liabilities and obligations under this Agreement shall cease upon its termination:
  - (a) the terms of this Agreement shall survive any termination of this Agreement insofar as they relate to Bookings completed prior to such termination but which shall not be Consumed Bookings until after such termination; and
  - (b) our and your accrued rights and liabilities and the rights and obligations that are expressly or by implication intended to come into force upon, or remain in force following, the termination of this Agreement shall survive, including clause 7 (Code of Conduct), clause 15 (Data Protection and PCI), clause 19 (Confidentiality), clause 21 (Insurance), clause 22 (Compliance), clause 24 (Indemnities), clause 25 (Liability), clause 27 (Taxation), clause 28 (Notices), clause 29 (Miscellaneous), and clause 31 (Governing Law and Jurisdiction).
- 29.3 Notwithstanding any provision in this Agreement to the contrary, we shall have the right to set off and reduce any amounts payable (present or future) by us to you under this Agreement against any amounts due from you (or your Group Members) to us (or our Group Members) under this Agreement.
- 29.4 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any and all of a party's other rights or remedies, herein or provided by law.
- 29.5 This Agreement may not be assigned, novated or transferred by either party without the prior written consent of the other party (such consent not to be unreasonably withheld), except that we may assign this Agreement without your consent to any of our Group Members, or any purchaser of all or substantially all of our assets or to any successor by way of merger, consolidation or similar transaction. Any purported assignment in violation of this clause shall be null and void.
- 29.6 You may sub-contract your obligations under this Agreement with our prior written consent. We may, without your consent and at no cost to you, contract with a third party to perform any of our obligations under this Agreement. Each party shall be liable for the acts and omissions of their sub-contractors, Group Members and Representatives.
- 29.7 We and you are independent contractors and nothing in this Agreement shall be deemed to create a partnership, joint venture, franchise or any agency or employment relationship between us (or our Group Members) and you.

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- 29.8 You agree and acknowledge that each of our Group Members shall have the benefit of this Agreement. Notwithstanding this, the parties agree that any claims in respect of losses suffered by us, and/or any of our Group Members shall where possible be brought by us for and on behalf of the affected Group Member and the parties agree that, for this purpose, we shall be agent for and conduct any claims on behalf of such Group Member. Nothing in this clause shall enable us, or any of our Group Members to be entitled to recover damages or obtain any other form of payment or compensation more than once in respect of the same loss or breach.
- 29.9 Subject to clause 29.8, no person other than a party to this Agreement shall have any rights to rely upon or enforce any term of this Agreement
- 29.10 No waiver of any term of this Agreement shall be valid unless made in writing and signed by the waiving party. No failure or delay by any party at any time to enforce one or more of the terms of this Agreement shall constitute waiver of such term or preclude such party from requiring performance by the other party at any time.
- 29.11 If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision or such provision shall be severed and the remaining provisions and the Agreement itself shall remain valid and enforceable.
- 29.12 We may make changes to this Agreement, the Commissions and the Tier thresholds and benefits from time to time. We shall provide you notice of any changes and shall provide you with a copy of the revised terms by email or via the TAAP Website. Such changes shall come into effect on the date set out in the notice (which, for changes to the Agreement and/or the Commissions, shall be no sooner than 30 days after the notice takes effect under clause 28.2). If you notify us that you object to the changes, either party may terminate this Agreement in accordance with clause 17.2(b). For the avoidance of doubt, Bookings shall be governed by the Agreement in effect at the time the Booking was made.
- 29.13 The original English version of this Agreement may have been translated into other languages. In the event of an inconsistency or discrepancy between the English version and any other language version of this Agreement, the English language version shall prevail.

### 30. Interpretation

- 30.1 In the event of a conflict between any parts of this Agreement not resolved expressly by its terms, the following order of precedence shall apply: (i) Schedule 1 (Territory Requirements); (ii) the clauses; (iii) all other schedules; and (iv) the Acceptable Use Policy.
- 28.2 In this Agreement, except where the content requires otherwise:
- (a) references to clauses or schedules shall be to clauses and schedules to this Agreement and references to a paragraph shall be to a paragraph of a schedule. Headings are inserted for ease of reference and shall not affect interpretation;

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- (b) persons includes natural persons, firms, partnerships, companies, and corporations; words suggesting a gender shall include all other genders; words denoting the singular shall include the plural and vice versa;
- (c) any term defined in a particular tense shall include tenses of that term;
- (d) unless otherwise specified, all references to days, months, quarters or years shall be deemed to be preceded by the word “calendar”;
- (e) references to statutes, statutory instruments and government regulations shall be deemed to include any modification, amendment, extension or re-enactment thereof from time to time and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule;
- (f) the expressions including, include, in particular, for example and any similar expression are meant to be inclusive and shall not limit the preceding words, and the word “or” is disjunctive, but not necessarily exclusive;
- (g) references to writing and written include communication by email, including all related attachments; and
- (h) a reference to any agreement or document means that agreement or document as amended or varied by written agreement between the parties from time to time.

### 31. **Governing Law and Jurisdiction**

- 31.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law set out in Schedule 1 (Territory Requirements), without regard to any conflict of laws, rules or principles that may require the application of any other law or where this Agreement or any amendment to it is actually executed.
- 31.2 We and you each irrevocably agree that the courts set out in Schedule 1 (Territory Requirements) shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). We and you each waive, to the fullest extent permitted by law, trial by jury of all claims arising out of or relating to this Agreement.



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### SCHEDULE 1

#### TERRITORY REQUIREMENTS

#### DEFINITIONS AND INTERPRETATION

**Address for Notices:** ExpediaLegalNotices@expediagroup.com

**Local Currency:** PHP

**Territory:** Philippines

**Governing law / Jurisdiction:** English / England and Wales.

**TAAP Website:** <https://www.expediataap.com.ph/>

You agree you will adhere to and comply with the requirements below:

#### 1) EXPEDIA REWARDS

You and your Representatives are not permitted to take part in Expedia Rewards.