



QATAR AIRWAYS PARTNER AGENCY POLICIES

AIRLINE POLICY (COM-100)

Publication Date: 31ST March 2021

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1 Introduction

1.1. These instructions, terms and conditions govern the agent-principal relationship between Qatar Airways (as defined in Appendix B) and the Agent (as defined in Appendix B) (each a “**Party**” and collectively the “**Parties**”), its sub-agents and its Qualifying Agent Offices (as defined in Appendix B), and form part of the terms of the appointment of the Agent to sell Products and Services pursuant to any applicable agreement, as updated from time to time, including the following terms and conditions:

- (a) the International Air Transport Association (“**IATA**”) Resolution 824 - Passenger Sales Agency Agreement (“**IATA PSAA**”) and Resolution 812 - Passenger Sales Agency Rules (“**IATA PSAR**”);
- (b) all IATA resolutions incorporated by IATA PSAA and IATA PSAR applicable to each Qualifying Agent Office; and
- (c) the ARC Agent Reporting Agreement with respect to the Qualifying Agent Offices in the United States,

(collectively, the “**Governing Travel Agency Agreements**”).

1.2. In respect of Agents which have entered into the IATA PSAA, these Qatar Airways Partner Agency Policies shall constitute the written instructions of Qatar Airways pursuant to paragraph 3.2 of the IATA PSAA and must be complied with by such Agents.

1.3. These Qatar Airways Partner Agency Policies and the applicable Governing Travel Agency Agreements shall be referred to collectively as the “**Agreement**”.

1.4. These Qatar Airways Partner Agency Policies comprise the following components:

- (a) Clauses 1 to 17 in this document;
- (b) Schedule 1 (Agent Distribution Guidelines), Schedule 2 (NDC Program Terms and Conditions), including Appendix 1 to Schedule 2, Schedule 3 (Payment Policy Terms), Schedule 4 (Data Sharing Agreement), including Appendices N°1 and N°2 to Schedule 4, and Schedule 5 (QR Branding Guidelines); and
- (c) Appendix A (Qatar Airways ADM Policy) and Appendix B (Definitions).

1.5. In case of any conflict between the different documents comprising the Agreement, the following order of precedence shall apply:

- (a) Clauses 1 to 17 of these Qatar Airways Partner Agency Policies;
- (b) a Schedule to these Qatar Airways Partner Agency Policies;
- (c) an Appendix to these Qatar Airways Partner Agency Policies; and
- (d) a provision in the Governing Travel Agency Agreements,

unless a term of lower order of precedence is expressly identified as prevailing over a term of a higher order of precedence, in which case such term shall take priority.

1.6. Unless otherwise defined herein, capitalised terms shall have the meaning given to them in Appendix B to these Qatar Airways Partner Agency Policies.

2 Commencement and Appointment

2.1. These Qatar Airways Partner Agency Policies will become effective on the 30th day, at midnight, Doha time, following the Publication Date as stated on page one of these Qatar Airways Partner Agency Policies (“**Effective Date**”).

2.2. The Agent is deemed to have agreed and accepted to be bound by these Qatar Airways Partner Agency Policies (and any amendments to it), at the earlier date of:

- (a) the Agent making any booking and/or sale of the Products and Services following the Effective Date; and
- (b) the Agent receiving Ticketing authority from Qatar Airways following the Effective Date.

2.3. If the Agent does not agree to be bound by these Qatar Airways Partner Agency Policies or any amendments to it, the Agent acknowledges and agrees that it may terminate the Appointment in accordance with the Agreement prior to the Effective Date.

2.4. Qatar Airways appoints the Agent, and the Agent hereby accepts such appointment by Qatar Airways, as the non-exclusive agent to sell and handle bookings of the Products and Services during the term of the Agreement in accordance with the Agreement (the “**Appointment**”).

2.5. Unless otherwise stated in these Qatar Airways Partner Agency Policies, the Agent shall comply with all Schedules and Appendices to these Qatar Airways Partner Agency Policies (to the extent applicable), specifically:

- (a) Schedule 1 – Agent Distribution Guidelines;
- (b) Schedule 2 – Qatar Airways NDC Program Terms and Conditions;
- (c) Schedule 3 – Payment Policy Terms;
- (d) Schedule 4 – Qatar Airways Data Sharing Agreement;
- (e) Schedule 5 – QR Branding Guidelines;
- (f) Appendix A – Qatar Airways ADM (Agency Debit Memo) Policy; and
- (g) Appendix B – Definitions.

2.6. The Agent is not granted any right or authority to, and shall not:

- (a) assume or create any obligation or responsibility; or
- (b) give any warranty,

on behalf of or in the name of Qatar Airways or bind Qatar Airways outside of the scope of the Appointment in any manner, except with the prior written consent from Qatar Airways in each case. Any warranty given by the Agent without the prior written authorisation of Qatar Airways shall not impose any liability whatsoever upon Qatar Airways. The Agent shall be fully responsible for all acts, failures to act, and any omissions of the Agent and any warranty given by the Agent.

2.7. During the Appointment, the Agent shall not give credit to or deal with any person whom are designated by Qatar Airways as prohibited parties from time to time.

3 Qualifying Agent Offices

3.1. Upon request by Qatar Airways, the Agent shall provide the IATA Number, ARC number or PCC and addresses for its Qualifying Agent Offices.

3.2. Bookings can be made through any authorised booking office or sub-agent of the Agent. However, the Agent shall ensure that all Ticketing in relation to the Products and Services must be performed by the Agent at the Qualifying Agent Offices.

4 Right to suspend and terminate the Appointment

4.1. Subject to the Governing Travel Agency Agreements, Qatar Airways may (at its sole discretion), upon written notice to the Agent, without cause and without any penalty:

- (a) suspend or terminate the Agent’s Ticketing access or authority;
- (b) terminate the Appointment; and
- (c) exercise any other rights and remedies available to Qatar Airways, whether in law or equity, including ceasing or suspending the Agent, its sub-agents and/or its Qualifying Agent Offices from accessing or distributing any Carrier Content.

4.2. Without limiting Clause 4.1, Qatar Airways may suspend or terminate the Agent’s Ticketing access or authority, if:

- (a) Qatar Airways (acting reasonably) believes that the Agent is in breach of Clause 5.3; or
- (b) if the Agent breaches Clause 6.

4.3. Upon the suspension or termination of the Agent’s Ticketing access or authority, Qatar Airways may cancel any bookings made on behalf of such Third Parties and take any other actions permitted under the Agreement in relation to breach of the Agreement.

4.4. Qatar Airways is only required to resume the Agent’s Ticketing access or authority once the relevant non-compliance has been remedied to Qatar Airways’ satisfaction.

4.5. The expiry or termination of the Agreement shall be without prejudice to any rights or obligations of either Party which have accrued or become due on or before the date of expiry or termination.

5 Agent responsibilities for Third Parties

5.1. To the extent that the Agent engages any employee, directors, sub-agents, services vendors or other Third Party contractors or advisors (“**Agent Personnel**”) to support the Agent’s activities within the scope of the Appointment, the Agent will ensure and be responsible and liable to Qatar Airways for the Agent Personnel’s full compliance with the Agreement.

5.2. Without limiting Clause 5.1, the Agent will be solely responsible to Qatar Airways for all bookings and Ticketing made from any

Qualifying Agent Office, including the obligations to pay any ADM.

- 5.3. If the Agent books and/or Tickets on behalf of any Third Party (other than passengers), the Agent shall in all circumstances ensure compliance by such Third Parties with the provisions of the Agreement and the Agent shall at all times be responsible and liable for all activities of such Third Party.

6 Compliance with rules, regulations and instructions

- 6.1. The Agreement shall be subject to, and the Agent agrees to comply with, all applicable laws and regulations including those applicable to the sale of the Products and Services or any other acts performed by the Agent under the Agreement. The Agent shall comply with all applicable provisions of the IATA resolutions and guidelines in the sale of the Products and Services.
- 6.2. The Agent shall, at all times, comply with the reasonable directions and instructions given to it by Qatar Airways (or its authorised representatives) concerning the Products and Services and shall ensure that all Agent Personnel shall, at all times, be familiar with all such directions and instructions as may be amended from time to time.
- 6.3. The Agent hereby acknowledges and agrees that all Products and Services sold by the Agent shall be subject to:
- (a) the Conditions of Carriage of Qatar Airways; and
 - (b) the tariffs, rules, regulations, and instructions applicable to such Products and Services,
- as amended and published by Qatar Airways from time to time.
- 6.4. The Agent must comply with the practices on IFP, including:
- (a) informing Qatar Airways as soon as it becomes aware of any fraudulent activity; and
 - (b) furnishing to Qatar Airways with evidence in support of any claims alleging fraudulent activity.
- 6.5. Without limiting any rights or remedies available to Qatar Airways, Qatar Airways may take relevant cost recovery actions including issuing

ADMs for any deficiency or any loss incurred by any non-compliance by the Agent with this Clause 6.

7 Audit

- 7.1. The Agent acknowledges that Qatar Airways operates in a regulated environment. The Agent must:
- (a) allow a Regulator access to any location from where the Agent uses and/or accesses the Carrier Content;
 - (b) provide Qatar Airways or a Regulator with information or documents relating to its use of and/or access to the Carrier Content; and
 - (c) co-operate with an audit by Qatar Airways or a Regulator of its sale of the Products and Services, including making available facilities, premises, systems, equipment, records and personnel in connection with the Agent's use and/or access of the Carrier Content.
- 7.2. Upon notice from Qatar Airways, the Agent will provide Qatar Airways, its auditors and any Regulators with access to, and any assistance that may be required with respect to, the Agent's premises and systems for the purpose of performing audits or inspections of:
- (a) its sale of the Products and Services; and
 - (b) its use and/or access of the Carrier Content,
- including operational, security, financial and other audits. If any audit results in the Agent being notified that it is not in compliance with any applicable law, audit requirement or other requirements set forth in these Qatar Airways Partner Agency Policies, the Agent will promptly take actions to comply with such law, audit requirement or other requirements.

8 Promotional programs

- 8.1. The Agent shall not conduct, and shall ensure that Agent Personnel shall not conduct, any promotional activities (including sale or barter of promotional awards, mileage, raffles/prizes, CTK Points or Tickets) in relation to any Products and Services ("**Promotional Activities**"), unless otherwise agreed by Qatar Airways.
- 8.2. The Agent further acknowledges and agrees that any fraud or abuse concerning Promotional Activities on the part of the Agent or its Customers may subject the relevant Customers

to administrative and legal action by Qatar Airways, including:

- (a) the forfeiture or invalidation of all: (i) award certificates; (ii) Tickets issued against award certificates; and (iii) accrued points/miles in the member's account;
- (b) suspension or cancellation of the relevant accounts; and
- (c) confiscation of Tickets by Qatar Airways, in which case Qatar Airways shall not be responsible for any delay or interruption to the passenger's strip.

9 NDC Program

9.1. To the extent applicable, the Agent may be given the option to participate in Qatar Airways' NDC Program. If Qatar Airways approves the Agent's participation in Qatar Airways' NDC Program, it must comply with the following requirements:

- (a) the Agent must book and ticket Qatar Airways' Carrier Content through a QR Approved NDC Channel. For the purpose of this Agreement, a "**QR Approved NDC Channel**" means: (i) a Qatar Airways approved NDC channel established by or on behalf of Qatar Airways; or (ii) the NDC website portal maintained by Qatar Airways from time to time, each as further described in Schedule 2; and
- (b) the Agent must comply with Schedule 2 to these Qatar Airways Partner Agency Policies, together with any instructions, guidelines and/or technical specifications as notified by Qatar Airways from time to time in relation to the Agent's use of or access to any QR Approved NDC Channel.

10 Qatar Airways' Carrier Content, PNR and Qatar Airways IPR

- 10.1. Qatar Airways owns, controls and retains all right, title and interest in and to its Carrier Content and all copyright, database and other intellectual property rights relating thereto.
- 10.2. The Agent undertakes not to copy, use, distribute, market or sell directly or indirectly the Carrier Content through any online channels, including to affiliate websites, comparison websites, general market place websites, discounts and deals websites, social media platforms or any other online or mobile applications available to the internet users,

without the express prior written consent of Qatar Airways.

- 10.3. The Agent must provide Qatar Airways with complete and accurate PNR information (including all contact information such as telephone numbers and email addresses provided by the Customers) as well as any other information required by government and law enforcement authorities in respect of the Products and Services.
- 10.4. The Agent must not provide the Agent's contact information (or any other person's information) in lieu of the Customer's information without the written consent of Qatar Airways and the relevant Customer.
- 10.5. The Agent is recommended to include cardholder names in bookings where possible in order to reduce card fraud.
- 10.6. Qatar Airways will treat all PNR information received in accordance with its privacy policy and all applicable laws.
- 10.7. The Agent acknowledges and agrees that Qatar Airways and its licensors are the sole owners of Qatar Airways IPR and agrees that it shall not infringe (nor permit anything to be done by its local or international offices which may infringe) Qatar Airways IPR in any way, and the Agent shall not directly or indirectly challenge the validity of any of Qatar Airways IPR including the provision of any support to, or being a party to, an application to a registration of a trade mark which infringes Qatar Airways IPR.

11 Confidentiality

- 11.1. The Agent agrees that Confidential Information of Qatar Airways will be held in confidence by the Agent for an indefinite period from the Effective Date of the Agreement. The Agent agrees not to disclose to Third Parties, without the prior written consent of Qatar Airways any Confidential Information of Qatar Airways, except to the Agent Personnel who:
 - (a) need to know such information in direct connection with the Agreement;
 - (b) are informed by the Agent of the confidential nature of the Confidential Information of Qatar Airways; and
 - (c) agree with the Agent to be bound by the confidentiality terms of the Agreement or terms similar thereto, but not less restrictive.

- 11.2. The Agent shall, upon demand by Qatar Airways, return all of the Confidential Information of Qatar Airways to Qatar Airways without keeping any copies thereof. The return of the Confidential Information of Qatar Airways shall not release the Agent from its obligations set out above.
- 11.3. This Clause 11 shall not apply to information:
- (a) which is in or becomes part of the public domain except by the Agent's wrongful act;
 - (b) which the Agent can show was previously known to the Agent;
 - (c) which is received from a Third Party without obligation of non-disclosure; or
 - (d) which is developed by the Agent independently of and without reliance on confidential information received by the Agent under the Agreement.
- 11.4. The provisions of the confidentiality undertaking in this Clause 11 shall be included in all subcontracts entered into by the Agent for the purpose of providing the Services.
- 11.5. The Agent acknowledges that the Confidential Information of Qatar Airways is unique and valuable to Qatar Airways, and that disclosure in breach of this provision will result in irreparable damage to Qatar Airways for which monetary damages alone would not be an adequate remedy. The Agent agrees that in the event of a breach or threatened breach of confidentiality, Qatar Airways shall be entitled to specific performance, injunctive or other equitable relief as a remedy without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
- 12.2. The Agent shall ensure appropriate technical and organisational measures are taken against unauthorised or unlawful processing of Qatar Airways Data and against accidental loss or destruction of, or damage to, the Qatar Airways Data.
- 12.3. In the event of the Agent discovering or suspecting any unauthorised or unlawful or accidental processing, loss, destruction of, or damage to Qatar Airways Data, the Agent commits to making Qatar Airways aware as soon as possible, but no later than within twenty-four (24) hours after the Agent becomes aware of such incident. The Agent shall provide a report that shall contain at least the following information:
- (a) the nature of the (actual or suspected) unauthorised processing, loss, destruction of or damage to Qatar Airways Data, stating the categories and (by approximation) the number of data subjects concerned, and stating the categories and (by approximation) the number of the personal data registers affected (datasets);
 - (b) the likely consequences of such (actual or suspected) unauthorised processing, loss, destruction of or damage to Qatar Airways Data; and
 - (c) a proposal for measures to be taken to address the (actual or suspected) unauthorised processing, loss, destruction of or damage to Qatar Airways Data, including (where appropriate) measures to mitigate any possible adverse effects of such incident.
- 12.4. After consulting with Qatar Airways, the Agent shall take any measures needed to limit any adverse effects (unless such consultation cannot be awaited due to the (actual or suspected) unauthorised processing, loss, destruction of or damage to Qatar Airways Data).

12 Data Protection

- 12.1. The Agent warrants to Qatar Airways that:
- 12.1.1. it complies with all applicable Data Protection Legislation, including the Regulation (as those terms are defined in Schedule 4 to these Qatar Airways Partner Agency Policies); and
 - 12.1.2. it will only process Qatar Airways Data in accordance with the terms of applicable data protection laws and the Data Sharing Agreement in Schedule 4 to these Qatar Airways Partner Agency Policies.
- 12.5. The Agent shall provide Qatar Airways Data to such personnel of Qatar Airways which need to have access to such data in order to carry out their roles in the performance of Qatar Airways' obligations in connection with the Agent Distribution Guidelines.
- 12.6. The Agent shall provide Qatar Airways with such cooperation and information as may be reasonably necessary to verify its compliance with the requirements of this Clause 12 and/or

to comply with the directions or decisions of any competent data protection and privacy authority in relation to the Qatar Airways Data, in a timely manner. Information regarding how Qatar Airways treats personal data may be found in Qatar Airways' Privacy Notice, Data Protection Statement and Conditions of Carriage, available on the website at www.qatarairways.com.

13 Disclaimer and release

- 13.1. Qatar Airways disclaims all liability that the Agent may suffer or incur arising directly or indirectly from a lack of availability, error or deficiency to Carrier Content from any Channel.
- 13.2. To the maximum extent permitted by law, Qatar Airways makes no guarantee or warranty, other than as expressly described in the Agreement. The Carrier Content is provided on an "as is" and "as available" basis and Qatar Airways does not represent or warrant that the Carrier Content will be complete, available or error free or it otherwise reflects the airline content made available by other airlines.
- 13.3. To the maximum extent permitted by law, the Agent hereby absolutely, irrevocably and unconditionally releases and forever discharges Qatar Airways and each entity in the Qatar Airways Group (and their respective successors and assignees), together with their present and former directors, officers and employees (collectively, the "Released Parties"), from any and all claims, demands or causes of action of any kind, nature or description (whether arising in law or equity or otherwise, existing or contingent, known or unknown, suspected or unsuspected) against any such Released Parties arising from, or in connection with, the Agent's access to, the availability of, or the lack of availability of the Carrier Content which the Agent has had, now has or may have prior to, on or following the Effective Date.

14 Indemnity

- 14.1. The Agent shall defend, hold harmless, indemnify Qatar Airways and the Released Parties, and keep Qatar Airways and the Released Parties indemnified, against any damage, liability, loss and expenses (including attorney fees on a solicitor-client basis and court costs) which may be incurred or sustained by Qatar Airways and/or the Released Parties, arising from or in connection with:

- (a) the negligence, default or willful misconduct of the Agent and any act or omission of the Agent acting outside the scope of the Appointment;
- (b) any breach of the Agreement by the Agent or an Agent Personnel;
- (c) any breach of applicable data protection laws by the Agent or an Agent Personnel; or
- (d) any claim, demand or cause of action referred to in Clause 13.3 brought by the Agent or an Agent Personnel.

- 14.2. The Agent shall indemnify, defend and hold harmless Qatar Airways and the Released Parties, and keep Qatar Airways and the Released Parties indemnified, from and against any and all claims made by Customers whose Products and Services are cancelled as a result of the Agent's or an Agent Personnel's breach of the Agreement.

15 Dispute

- 15.1. This Clause 15 shall apply except in respect of a matter reviewed by arbitration pursuant to the IATA PSAR.
- 15.2. If there is a dispute relating to any claim, controversy, or any other matter arising out of, or in connection with the Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination (the "Dispute"), then the Parties shall attempt in good faith to promptly resolve the Dispute.
- 15.3. If the Parties cannot resolve such Dispute within forty-five (45) days after written notification of a Party notifying the other Party of the necessity of such resolution, then the Dispute may at the election of either Party be escalated to:

Agent's Escalation	Qatar Airways' Escalation
CEO or Principal	Senior Vice President Global Sales (or an appointed delegate)

- 15.4. If Qatar Airways seeks to resolve a Dispute by confidential 'without prejudice' mediation, the Agent shall not object. If the Parties agree to a single mediator, and wish to proceed with a

single mediator, the mediation will proceed accordingly. Should the Parties fail to agree on a single mediator, they shall each nominate a mediator, and the two (2) mediators shall appoint a third. In which case there shall be three (3) mediators. The place of the mediation shall be in Doha, Qatar. The language shall be in English. Each Party may be represented by lawyers at the mediation. The outcome of the mediation will be binding to the extent it is agreed in writing.

- 15.5. If the Parties fail to resolve a Dispute escalated to the persons described in this Clause 15, the Parties may commence legal proceedings.
- 15.6. Nothing contained herein shall prevent either Party from, or prejudice the right of either Party to obtain, urgent or injunctive relief from any court of competent jurisdiction.

16 Trade mark licence

- 16.1. Subject always to the Agent's compliance with its obligations under these Qatar Airways Partner Agency Policies, Qatar Airways hereby grants to the Agent a non-exclusive, royalty-free, non-transferable, revocable licence (without a right to sub-license) for the duration of the Agent's Appointment to use the QR Trade Marks, in the jurisdictions in which the Agent (and any Qualifying Agent Offices) are located, solely for the purpose of indicating that the Agent is a seller of the Products and Services. The Agent must:
 - (a) comply with the QR Branding Guidelines;
 - (b) comply with all other guidelines, requirements and directions of Qatar Airways given from time to time in respect of the Agent's use of the QR Trade Marks; and
 - (c) where any QR Trade Marks are used by the Agent, ensure that the QR Trade Marks are used by it in a manner that is no less prominent than that of the Agent's own trade marks and the trade marks of other airlines (as applicable).
- 16.2. The Agent hereby grants to Qatar Airways a non-exclusive, worldwide, royalty-free, sub-licensable, irrevocable licence to use the Agent's name in sales, marketing, corporate and financial materials solely for the purpose of indicating that the Agent is a seller of the Products and Services.

17 Miscellaneous provisions

- 17.1. To the extent permitted by applicable law, these Qatar Airways Partner Agency Policies may be amended by Qatar Airways (in its sole and absolute discretion) upon thirty (30) days' prior written notice to the Agent, or such earlier date as Qatar Airways may require.
- 17.2. If the Agent does not agree to be bound by any amendments to the Qatar Airways Partner Agency Policies under Clause 17.1 prior to such amendments taking effect, the Agent acknowledges and agrees that it may terminate the Appointment in accordance with the Agreement. Any booking and/or sale of the Products and Services made by the Agent following the effective date of such amendments constitute its acceptance to the amended Qatar Airways Partner Agency Policies.
- 17.3. The Agent shall not take any legal proceedings in the name of Qatar Airways without Qatar Airways' prior written consent, nor shall it without such consent defend, settle, release, or discontinue any action or other legal proceedings, or otherwise prejudicially affecting the interests of Qatar Airways, but will do all things necessary to defend Qatar Airways' interests pending receipt of instructions from Qatar Airways. The Agent shall inform Qatar Airways without delay of the institution of any legal proceedings against the Agent or against Qatar Airways.
- 17.4. The Parties may jointly prepare press releases concerning the existence of the Agreement and the terms of the Agreement. Neither Party may make press releases without prior written approval from the other Party's public relations' department. For the avoidance of doubt, no public statements concerning the existence or terms of the Agreement, no joint marketing, case studies nor joint fact scenarios, will be made or released to any medium except with the prior written approval of both Parties or as required by law.
- 17.5. A provision of the Agreement may not be waived in any manner by a Party, except by an instrument in writing by that Party or by their duly authorised representatives, making specific reference to the Agreement and to the provisions being waived. The non-exercise of, or a delay in exercising, any power or right of a Party does not operate as a waiver of that power

or right, nor does any single or partial exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right by a Party.

- 17.6. To the maximum extent permitted under applicable law, the Agreement shall be exclusively governed, construed, and interpreted in accordance with the English laws. Any dispute between the Parties, unless amicably settled, shall be referred to the competent courts in England whose decision shall be final and binding on the Parties.
- 17.7. Any provision of these Qatar Airways Partner Agency Policies which is prohibited or unenforceable in a jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 17.8. The Agent shall, and shall procure that its Agent Personnel shall, not offer or pay any commission, fee, bribe, or consideration of any kind, or grant any rebates, gifts or entertainment of significant cost or value to, nor enter into any business arrangement with any Employees or officers or agents of Qatar Airways as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to obtaining or execution of the Agreement, or any other agreement with the Agent or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other agreement with Qatar Airways. Qatar Airways shall have the right to audit any and all such records necessary to confirm compliance with this condition at any time during the term of the Agreement and for three (3) years following expiration or termination of the Agreement. Upon occurrence of any default of the Agent under the provisions of this Clause 17.8, Qatar Airways, at its sole and absolute discretion, shall determine and take appropriate action necessary in accordance with the rights and remedies available under the Agreement or at law. Breach of this condition shall entitle Qatar Airways to terminate the Agreement, all and all other agreements and contracts between the Agent (including any Agent's affiliates) and Qatar Airways (including any affiliate and member of Qatar Airways Group) immediately without any compensation to the Agent and to recover from the Agent the amount of any loss resulting from such cancellations. The Agent acknowledges and agrees that it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services and that it shall not act for any person where there is or is reasonably likely to be such a conflict of interest. The Agent shall undertake on-going and regular conflict of interest checks throughout the term of the Agreement and shall notify Qatar Airways in writing immediately on becoming aware of any actual or potential conflict of interest with the performance of the Services.
- 17.9. All provisions expressly or by implication intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect. Without limitation to the foregoing, Clauses 4.5, 10.1, 10.7, 11, 13.3, 14, 17.8 and this Clause 17.9 shall survive the termination or expiry of the Agreement.
- 17.10. The Agreement has been agreed and prepared in the English language. In the event of any conflict between the English language version or other language versions of the Agreement, the English language version shall prevail. If, notwithstanding the foregoing, any competent court holds that any Arabic or other translation shall prevail over the English Language version, the English Language version shall be referred to in order to assist in interpretation of the Arabic or other translation.
- 17.11. The Agent shall not assign, transfer, or delegate any of its rights or responsibilities under the Agreement without the prior written consent of Qatar Airways. The assignment of all or any portion of the Agreement or any right or obligation hereunder, by the Agent, without the prior written consent of Qatar Airways, shall be void. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 17.12. The remedies provided in the Agreement are not intended to be exclusive and shall be in addition to any other rights or remedies that may be available to Qatar Airways whether arising in contract, in law or in equity for any breach or default by the Agent.

SCHEDULE 1 AGENT DISTRIBUTION GUIDELINES

1 Display Standards

- 1.1. The Agent shall present information in accordance with the Minimum Display Standards to its Customers when selling Carrier Content on behalf of Qatar Airways. For the avoidance of doubt, this does not prevent the Agent from displaying additional information above and beyond those listed in this Clause 1.1.

2 Obligations of the Agent

- 2.1. The Agent will ensure that its systems, processes, displays, advertising materials clearly reflect the correct identity of the operating carrier as well as the Total Price, class of travel, rules, conditions (including Ticket cancellation and exchange policies and rebooking conditions) and all related information (including flight timings, stops made en-route and full names of airports) as provided by Qatar Airways and updated from time to time and that the information will be made accessible to the Customer in a non-misleading manner.
- 2.2. In case the Agent is granted access to Non Published Fares accessible in the private section of its CRS, the Agent undertakes to comply with the specific distribution rules of the Non Published Fares communicated by Qatar Airways when the fare is made available to the Agent (e.g. tour operator fares can only be sold in connection with a hotel service as part of a travel package with proof of hotel voucher).
- 2.3. Upon request from Qatar Airways, the Agent must be able to demonstrate that a private fare with associated terms and conditions was sold to a bona-fide Customer. For example, the Agent should be able to demonstrate that the Customer's student identification was verified for the sale of a student fare to that Customer.
- 2.4. The Agent is prohibited from re-distributing private fare content to other agents and/or sub-agents not permitted or ineligible to sell that private fare content. This prohibition covers the Agent's providing such private fare content to associates, sub-agents and affiliates to book but then Ticketing through the its PCCs. All redistribution of private fare content must be approved by Qatar Airways.
- 2.5. In addition, the Agent shall display a breakdown of the final price to be paid by the Customer including all applicable Taxes, charges, surcharges and fees without any modification and demarcating clearly any charges or administrative and/or convenience fees related to services provided by the Agent.
- 2.6. The Agent shall ensure that passenger reservations are sold as per the terms and conditions of the Ticket, for example a return sold only as a return, and a one-way fare sold as a one-way fare. Unless otherwise agreed with Qatar Airways, with any applicable surcharge paid, point of sale must match the point of commencement for every Ticket. Additionally, fares that are meant to be combined with a cruise, hotel, tour or car-hire voucher must be sold as so, and Qatar Airways reserves the right to inspect the applicable vouchers at the point of passenger check in.
- 2.7. To the extent applicable and in the reasonable control of the Agent, the Agent shall ensure that the first price displayed is the Total Price (including in respect of any website or comparison website operated for or on behalf the Agent), and is inclusive at all times of all Taxes, surcharges and applicable fees, and is effectively accessible to the Customer and does not comprise of any delusive and/or misleading discounts.
- 2.8. The Agent is expected to make every effort to highlight the benefits and unique attributes, such as the product features and customer experience of Qatar Airways as much as realistically possible.
- 2.9. All flight related services provided by Qatar Airways, and any Ancillary Services, will be presented and/or displayed by the Agent in accordance with the information and commercial policy provided by Qatar Airways. The Agent shall not charge a separate price or fee for any service or part of a service that is offered by Qatar Airways as part of, or in connection with, a Qatar Airways flight and for which Qatar Airways does not charge its direct customers. For the avoidance of doubt, the Agent will maintain the gratuity and will not apply any fee, Taxes or charges for those flight related services that Qatar Airways offers as

complimentary, such as but not limited to baggage allowance, special assistance, seat selection, meal selection, online and/or airport check-in, in-flight entertainment etc.

- 2.10. The Agent shall not directly or indirectly use automated, deceptive or fraudulent means to generate impressions, click-throughs, or any other actions in relation to advertisement or Internet promotions on a Qatar Airways website or mobile app or in relation to advertisements or Internet promotions of Qatar Airways on Third Party websites, including without limitation the following key words: Air Qatar, Qatar Air, Qatar air ways, Qatar Airlines, Qatar Airway, Qatar Airways, Qatar-Airways, www.qatarairways.com, Qatar air lines, qatarairways.com, qatarairways, katar airways, qr, katar airline, katar airlines, katar airline, qr.com, طيران قطري, خطوط جوية قطرية, شركة طيران القطرية, خطوط القطرية, الخطوط القطرية, طيران القطرية, خطوط طيران قطرية, شركة الخطوط الجوية القطرية, خطوط جوية القطرية.

3 Prohibited and recommended practices

- 3.1. The Agent, and its Qualifying Agent Offices, unless prior written consent has been given by Qatar Airways, shall not engage in any manner or capacity in the distribution, marketing, advertising or display of Carrier Content and/or air transportation products, fares or services, including, without limitation, booking active or passive segments, claiming any Qatar Airways segments in any CRS and issuing 157 Traffic Documents, schedules, seat availability and related information pertaining to the flights operated and marketed by Qatar Airways through any direct or indirect method utilising the Internet or world wide web.
- 3.2. The Agent is permitted to use the Internet or world wide web to provide private portal access for its Qualifying Agent Offices provided such access is conducted through a secure, password-protected website which is not identifiable by metasearch data engines and which is directed to, and accessible only by, such Qualifying Agent Offices, and outside of the public domain.

- 3.3. The Agent will not engage in any banned, unfair, misleading, aggressive and/or anti-competitive commercial practices, (such as predatory pricing, bait advertising etc.) or any practices meant to intimidate or coerce consumers or distort the consumers' choice or that are considered contrary to the requirements of professional diligence or to the general principle of good faith in the trader's field of activity.
- 3.4. The Agent shall offer full support to Qatar Airways' Customers prior and post-departure, including but not limited to ensuring full and easy accessibility to the Agent contact information (at least one emergency phone number and e-mail address), announcing any schedule changes, flight delays, cancellations, diversions and/or service disruptions that may happen due to some unforeseen circumstances within maximum twenty-four (24) hours from the moment the information is made available to the Agent. The Agent shall service any Customer request in a timely manner and with the utmost professionalism, providing timely response to any Customer query, without exceeding a time limit of forty-eight (48) hours from the time the request is presented to the Agent directly in case of regular requests (e.g. special assistance, additional services, Ticket exchange or cancellation, transactions and refund status etc.) and not more than five (5) working days in case of written complaints sent directly to the Agent. The Agent will take extra-measures to ensure a prompt response of up to twenty-four (24) hours to any Customer claim in relation to a Qatar Airways service sold through the Agent's website(s) or mobile application(s) should such claim be made public on social media platforms, reviews websites, mass media etc. and settle the dispute in a positive manner without affecting in any way or form the Qatar Airways' good name, brand, values, management, employees, processes etc.
- 3.5. The Agent is required to include the appropriate (corporate) deal-code on all bookings, whether or not the fare is published or net/negotiated. This enables Qatar Airways to properly track all corporate revenue. Similarly, the Agent is prohibited from adding 'Beyond Business' or similar track codes to ineligible bookings.

SCHEDULE 2

QATAR AIRWAYS NDC PROGRAM TERMS AND CONDITIONS

1 Overview

- 1.1. The Agent may request to participate in Qatar Airways' NDC Program by providing written notice to Qatar Airways specifying the relevant QR Approved NDC Channel to which the Agent intends to subscribe.
- 1.2. If Qatar Airways approves the Agent's request to participate in the NDC Program, the Agent must (at its cost) provide all necessary information and assistance to Qatar Airways for the purpose of onboarding the Agent to a QR Approved NDC Channel.
- 1.3. In addition to the Agent's compliance with this Schedule 2, the Agent must comply with any additional terms and conditions applicable to a specific QR Approved NDC Channel as set out in Appendix 1 to this Schedule 2 to the extent the Agent accesses and/or uses such QR Approved NDC Channel.
- 1.4. If Qatar Airways and the Agent agree to enter into a separate contractual arrangement in regard to the Agent's participation in Qatar Airways' NDC Program, the Agent acknowledges that its participation in Qatar Airways' NDC Program will be subject to these Qatar Airways Partner Agency Policies and such separate arrangement.

2 NDC credentials

- 2.1. If the Agent requires any unique user credentials or passwords to access the relevant QR Approved NDC Channel, the Agent must ensure these are kept confidential and not disclosed to any Third Party.
- 2.2. The Agent must only use the user credentials or passwords assigned to it solely to access and use the QR Approved NDC Channel to access the Carrier Content (and not for any other purpose).
- 2.3. The Agent must immediately notify Qatar Airways if it reasonably suspects that its user credentials or passwords may have been compromised or if there has been any unauthorised access, use or disclosure.

3 QR Approved NDC Channel

- 3.1. The Agent acknowledges and agrees that:

- (a) its access to and use of the QR Approved NDC Channel is subject at all times to any terms and conditions or directions imposed by Qatar Airways or its licensors (including the QR Technology Provider);
- (b) its access to and use of the QR Approved NDC Channel is subject at all times to the Agent remaining IATA NDC certified; and
- (c) Qatar Airways and its licensors (including the QR Technology Provider), at their sole discretion, may make modifications and enhancements to the Carrier Content and/or the QR Approved NDC Channel (as applicable).

3.2. Subject to Qatar Airways confirming the Agent's accreditation under Clause 1.2 of this Schedule, Qatar Airways shall make available, or procure the QR Technology Provider to make available, the QR Approved NDC Channel for the Agent's use and/or access solely in order to perform bookings and/or for the sale of the Products and Services.

3.3. Unless as expressly agreed between the Parties, no additional access rights to the QR NDC Approved Channel are granted by Qatar Airways to the Agent, other than those specified in Clause 3 of this Schedule.

3.4. The access rights for the Agent to access the Carrier Content via the QR Approved NDC Channel are always at Qatar Airways' discretion. The Agent must at all times comply with the directions of Qatar Airways and the QR Technology Provider in respect of its use of the QR Approved NDC Channel.

3.5. Qatar Airways retains full and absolute discretion regarding the Carrier Content it makes available to the Agent via the QR Approved NDC Channel. The Agent acknowledges and agrees that the Carrier Content accessible through the QR Approved NDC Channel may not include certain content made available by, or on behalf of, Qatar Airways through other channels.

4 NDC Program payment terms

- 4.1. The Agent acknowledges and agrees that it is solely responsible for any costs and expenses it incurs in relation to or arising from accessing the QR Approved NDC Channel, including any costs, fees or charges which are payable by the Agent
- 4.2. Without limiting Clause 4.1 of this Schedule, the Agent is solely responsible (at its cost) for maintaining all hardware, software and any other equipment necessary to access and use the QR Approved NDC Channel.

to the QR Technology Provider to facilitate such access.

APPENDIX 1 TO SCHEDULE 2

QR Approved NDC Channel Specific Terms

1 Use of NDC Website Portal

- 1.1. This Clause 1 of this Appendix 1 applies to the Agent if it is granted access to the NDC Website Portal.
- 1.2. Without limiting Clause 3.1 of Schedule 2, the Agent shall, at all times, comply with the terms and conditions of the EULA in respect of its access to and/or use of the NDC Website Portal.
- 1.3. The Agent agrees that the QR Technology Provider may make modifications and enhancements to the NDC Website Portal at any time. The Agent acknowledges that neither Qatar Airways nor the QR Technology Provider are under an obligation to provide notice of any modifications and enhancements to the NDC Website Portal, but may do so at their sole discretion.
- 1.4. The Agent shall contact the QR Technology Provider if it requires support in respect of its access to and/or use of the NDC Website Portal. The Agent agrees that Qatar Airways is not responsible for the provision of support in respect of the NDC Website Portal other than support for the Carrier Content accessible through the NDC Website Portal which Qatar Airways provides to Agents in the ordinary course.

2 Use of NDC API

- 2.1. This Clause 2 of this Appendix 1 applies to the Agent if it is granted access to the NDC API.
- 2.2. Without limiting Clause 3.1 of Schedule 2, the Agent shall, at all times during its Appointment, comply with the terms and conditions of the EULA in respect of its access to and/or use of the NDC API. The Agent will provide to Qatar Airways with evidence of its EULA with the QR Technology Provider upon request.
- 2.3. The Agent agrees that the QR Technology Provider may make modifications and enhancements to the NDC API at any time. The Agent acknowledges that neither Qatar Airways nor the QR Technology Provider are under an obligation to provide notice of any modifications and enhancements to the NDC API, but may do so at their sole discretion.

- 2.4. The Agent shall contact the QR Technology Provider if it requires support in respect of its access to and/or use of the NDC API. The Agent agrees that Qatar Airways is not responsible for the provision of support in respect of the NDC API other than support for the Carrier Content accessible through the NDC API which Qatar Airways provides to Agents in the ordinary course.
- 2.5. The Agent shall, at all times during its Appointment, safeguard its computer systems and keep the NDC API secure:
 - (a) by proactively adhering to the ISO/IEC27001 security standards (and such other security standards as may be communicated by Qatar Airways or the QR Technology Provider from time to time);
 - (b) by undertaking monitoring to determine if its computer systems are infected by a virus or malicious code, immediately informing Qatar Airways and QR Technology Provider if it becomes aware of any virus or malicious code on its computer systems and take all steps to quarantine affected code and remove the virus; and
 - (c) by taking positive steps to defend its computer systems against any and all hacks, denial of service attacks and cyber-crime.
- 2.6. The Agent shall ensure its use of the NDC API does not exceed the Look To Book Ratio. If the Agent exceeds the Look To Book Ratio at any time, Qatar Airways reserves the right to suspend or limit the Agent's access to the NDC API or recover any costs and/or expenses Qatar Airways incurs in relation to the Agent's excess usage.
- 2.7. The Agent must keep up to date with improvements in technologies affecting its access and use of NDC APIs and must maintain a level of expertise in respect of such technology.
- 2.8. If Qatar Airways or a QR Technology Provider requests a requirement for a new capability, functionality or enhancement to be complied with by the Agent, the Agent shall, at its own cost, ensure that it achieves such requirement within such period of time as agreed with Qatar

Airways or a QR Technology Provider, and if no specific time is agreed within forty-five (45) days of the request.

- 2.9. At Qatar Airways' or a QR Technology Provider's request, the Agent shall, at its own cost, cooperate with Qatar Airways or a QR Technology Provider to run simulated data threats (mock cyber-attacks) to test the Agent's integration with the NDCAPIs user interface. If a mock cyber threat conducted in accordance with this Clause 2.9 reveals a weakness in the Agent's system security (or otherwise reveals a non-compliance with these Qatar Airways Partner Agency Policies), the Agent shall take all positive steps to improve the security of its computer systems or remedy any non-compliance, such that the possibility of a repeat

failure or non-compliance is managed and reduced. The Agent shall share such protocols and the results of security enhancements with Qatar Airways and, upon Qatar Airways' request, with the QR Technology Provider.

- 2.10. The Agent shall, at all times during its Appointment, establish and maintain protocols to reduce the possibility of loss or corruption to Qatar Airways Data. The Agent shall regularly test and seek to improve the standards and protocols to minimise loss or corruption to Qatar Airways Data, and share such protocols and the results of such testing and improvement methodology with Qatar Airways and, upon Qatar Airways' request, with the QR Technology Provider.

SCHEDULE 3 PAYMENT POLICY TERMS

1 Reporting & remittance of sales

- 1.1. The Agent shall ensure that payments are always made to Qatar Airways on the due date in respect of all amounts due and payable. The Agent shall be liable for payment in respect of any sales discrepancy invoices raised by Qatar Airways on the Agent. Qatar Airways reserves the right to raise sales discrepancy invoices on the Agent, should a shortfall exist between remittance due and remittance through a given remittance cycle.
- 1.2. Qatar Airways operates in markets where the travel agent settlement for all appointed agents is per default via BSP system/ARC systems. BSP members (both IATA agents and non-IATA agents) shall report and remit payments in accordance with the BSP calendar in the respective country.
- 1.3. IATA agents and non-IATA agents may transact with Qatar Airways directly, through NDC platform where authorised in a Governing Travel Agency Agreement. Payment terms shall be in accordance with the rules of Qatar Airways in the respective jurisdiction or country, which may change depending on the mutual agreement between Qatar Airways and the Agent, depending on the amount of financial security the Agent is able to provide.
- 1.4. The Agent shall remit the total value of all sales reports emanating from the Qualifying Agent Offices each period, without any deduction save for Commissions and refunds.
- 1.5. All monies collected by the Agent for transportation sold hereunder excluding any Commission withheld by the Agent pursuant to this Clause are, and shall be retained by the Agent as, the property of Qatar Airways, until satisfactorily accounted to Qatar Airways. The Agent shall not use such monies to engage directly or indirectly, in any foreign exchange transactions which are intended to obtain for the Agent any monetary advantage additional to its Commission.
- 1.6. The Agent undertakes to comply with this Clause at all times and the Agent shall be responsible and liable to Qatar Airways for all amounts to be received or receivable by it as an agent for the

sale of air passenger transportation on Qatar Airways' Accountable Documents. The Agent shall be responsible for all sales made in all Designated Offices.

2 Payment cards

- 2.1. Qatar Airways accepts Customer Cards as forms of payment from its travel agencies, including Visa card, Mastercard, Diners card, Discover card, American Express and UATP.
- 2.2. The Agent must comply with the IATA requirement of PCI DSS compliance (Effective 1st March 2018) in processing Customer Cards.
- 2.3. The Agent must determine if Qatar Airways accepts the Customer Card presented prior to proceeding with the purchase. It can be validated with the card acceptance query via the BSP link.
- 2.4. The Agent shall be responsible for checking the validity of the Customer Card and that purchase is authorised by the relevant card holder.
- 2.5. As per IATA Resolution 890 paragraph 3.4, airlines may either decide to accept or prohibit use of certain payment cards. Referring to Qatar Airways ADM Policy, Qatar Airways accepts only a Customer Card in accordance with its Merchant Agreement in collecting payment for the sale of passenger air transportation and Ancillary Services.
- 2.6. Qatar Airways may apply a surcharge to Customer Cards, in some markets, in accordance with local regulations. The Agent must provide the Customer a receipt of the Ticket Total Price breakdown.

3 Cash

Qatar Airways accepts cash as a payment method. The Agent shall report their cash sales via BSP or ARC. Monetary settlements from the Agent to airlines are processed via BSP or ARC according to each country's Reporting Periods.

4 Merchant of Record

The Agent will be liable to Qatar Airways in case of acceptance of any card transaction with Qatar Airways as the Merchant of Record. The Agent must, at its sole cost and expense, comply with

the PCI DSS requirements including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS. When submitting a card for processing by Qatar Airways, the Agent undertakes to use reasonable efforts, industry card verification and validation methods to ensure that the payment is authorised by the cardholder and avoid fraudulent transactions. In case of Chargeback or a transaction dispute by the card company, Qatar Airways will issue a debit memo and the Agent will be responsible for the payment of such debit memos issued for the full amount of the transaction and all charges and fees incurred. IATA licensed travel agents are required to be PCI DSS compliant since 01 March 2018. Non-compliance to PCI DSS requirements will lead to the revocation of IATA license by IATA specific to credit card transactions

5 IATA EasyPay

Qatar Airways accepts EasyPay as a payment method in those markets where EasyPay is available. The Agent can find instructions how to use EasyPay as form of payment per the latest guidelines available on the IATA website.

6 Alternative payment methods

- 6.1. IATA Transparency in Payments (TIP) enables transparency and control on card payments. Alternative transfer method providers can enroll their products with IATA. Enrolled products are published in the BSP link.
- 6.2. Qatar Airways reserves the right to authorise an alternative transfer method that is enrolled on the BSP link. The Agent must check if Qatar Airways has given such consent in the BSP link. A surcharge can be applied and settled outside the BSP.
- 6.3. For ARCmarket please contact Qatar Airways US Sales support and for Non-BSP markets please refer to the local Qatar Airways office.

7 Unauthorised card usage

- 7.1. With reference to IATA Resolution 890, no card issued in the name of the Agent, or in the name of a person permitted to act on behalf of the Agent, or in the name of the Agent's officer, partner or employee, shall be used in connection with the sale of Qatar Airways' Traffic Documents to any customer of the Agent.

On issuance of the Traffic Documents, the Agent must use the dedicated form of payment code of applicable payment method, according to instructions of IATA. For markets where Qatar Airways apply surcharge on Customer Cards, the same surcharge percentage will equally apply to Agent's owned cards. Qatar Airways reserves the right to issue an ADM when usage of prohibited card in name of the Agent and in conjunction with an air transportation sale for any customer of the Agent is detected. ADM penalties are defined in the Qatar Airways ADM Policy. Unauthorised use of the Agent's card is subject to a fee of 3% of total value of the relevant Traffic Document (in markets where a surcharge on Customer Cards is not specified/applied) and an administration fee as per Qatar Airways ADM Policy, equivalent to USD 50 per ADM. Should there be a Chargeback, Qatar Airways also reserves the right to recover the entire Chargeback amount from the Agent.

8 Card transaction without approval from card issuer

- 8.1. Card approval/authorisation from card issuers is mandatory for every card transaction. Qatar Airways compiles records of card transactions processed without approval code from the card issuing bank (card issuer), and if any Agent issues a Ticket with an FOP card and fails to obtain approval code from the issuing bank (card issuer), the Agent shall be liable to a USD 50 ADM. Any resultant failure of transaction settlement or Chargeback, will be debited in full on the Agent, in addition to the ADM of USD 50. Finally, any Third Party FOP card transaction found to not have the approval of the cardholder will result in the immediate suspension of ticketing authority of the Agent concerned.

9 Refunds on card transactions

A card transaction is to be refunded only into same card account and where there was a corresponding originating sale. Cash or cheque refund is not allowed for a card transaction. As governed by the Qatar Airways ADM Policy, refunding to a different FOP will render the Agent liable to a USD 50 ADM. Refunds should also not exceed the relevant/applicable aggregated transactional amounts related to the PNR (e.g. original issue plus change fees, penalties etc.). The Agent defaulting on these will be charged for any resulting financial

exposure on Qatar Airways and may have their card processing facility withdrawn. Qatar Airways reserves the right to levy an ADM for all refunded amounts in excess of what was owed, in addition to an administration fee of USD 50.

10 Credit card chargebacks

- 10.1. The Agent is responsible for their sales through accepting Customer Cards as per IATA Resolution 890. In case a disputed transaction is rejected by the card company, Qatar Airways will pass the loss to the Agent by issuing an ADM. Any administrative fees collected by card acquirers and an administrative fee of USD 50 equivalent is collected on each Chargeback ADM.
- 10.2. If Qatar Airways receives an inquiry or notification of Chargeback related to a payment card transaction issued by the Agent, Qatar Airways will notify the Agent and request supporting documentation. The Agent is responsible to provide a complete response to Qatar Airways within the prescribed timelines mentioned in each of the notifications. In a scenario where Travel Agent fails to provide required details within the prescribed timelines, Qatar Airways shall not be responsible for the decision taken by Card Schemes on the chargeback.

- 10.3. In case notification of a Chargeback is informed by a payment card company to be final, Qatar Airways will notify the Agent about the coming ADM. If the Agent has strong evidence and wants to dispute the Chargeback notification, the Agent will be responsible for arbitration costs if the case is lost. Qatar Airways will withhold from the Agent a deposit amount beforehand to cover possible arbitration costs until the case is concluded. Qatar Airways reserves the right to decline the proceeding to arbitration process if evidence provided by the Agent is found inadequate.

11 Default in payment

- 11.1. In the event of failure by the Agent to pay Qatar Airways the sale proceeds, Qatar Airways shall have the right to suspend the Ticketing authority and/or reservation access immediately. The Ticketing authority of reservation access will be restored at Qatar Airways' sole and absolute discretion.
- 11.2. Qatar Airways reserves the right to liquidate the Bank Guarantee without further notice to the Agent in order to recover any outstanding dues.

SCHEDULE 4

QATAR AIRWAYS DATA SHARING AGREEMENT

1 Definitions

1.1. For the purposes of this Schedule 4, the following definitions apply:

Agreed Purposes	for the purposes of bookings made pursuant to these Qatar Airways Partner Agency Policies
Controller, Data Subject, Personal Data, Processing, Personal Data Breach, and Supervisory Authority	shall have the same meaning accorded to such terms in the Regulation.
Data Protection Legislation	means the Regulation, the Data Protection and Privacy Law of Qatar (Law No 13 of 2016), Data Protection Act 2018 (UK) and any successor legislation and any other law or regulation relating to data protection and privacy directly applicable to the relevant Party.
Disclosing Party	means the Party that discloses Shared Personal Data to the Receiving Party under this Schedule 4 and includes any employees, contractors and consultants of the Disclosing Party.
Permitted Recipients	means: (i) the employees of each Party engaged in Processing of the Shared Personal Data; (ii) any Third Parties engaged by a Party to perform obligations in connection with the performance of the obligations under the Agreement, which in the case of the Agent shall include all subscribers and parties allocated with an ID to access the network or system of the Agent; and (iii) any dedicated consultants or advisors of the Receiving Party who need to process such Shared Personal Data in connection with the performance of the Agreement, on a strict need to know and need to process basis, and who have committed themselves to an appropriate obligation of confidentiality.
Receiving Party	means the Party that receives Shared Personal Data from the Disclosing Party under the Agreement and includes any Permitted Recipients of the Receiving Party.
Records	means records and information of any kind, including originals and copies of all accounts, financial statements, expenditures incurred, books, files, reports, records, correspondence, documents and other materials created for, or relating to, or used in connection with the supply of the services by the Agent to Qatar Airways containing Confidential Information of Qatar Airways or Shared Personal Data, and however such records and information are held, stored or recorded.
Shared Personal Data	means the Personal Data to be shared between the Parties pursuant to these Qatar Airways Partner Agency Policies or in the performance of the Parties' respective obligations under the Agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of Data Subject as specified in Appendix N°1 [Description of Shared Personal Data Processing] to this Schedule 4.

- 1.2. All other capitalised terms not defined under this Schedule 4 shall have the meaning given to it under the Agreement.

2 Shared Personal Data

2.1. *Agent Data Controller acknowledgement*

The Agent acknowledges and confirms to Qatar Airways that in respect of the Processing of Shared Personal Data as contemplated by this Schedule 4, it is a Controller.

2.2. *Qatar Airways Data*

Qatar Airways Data shall be and shall remain, as between the Parties, the property of Qatar Airways. Nothing in this Schedule 4 shall be construed as creating any assignment or transfer of proprietorship to Qatar Airways Data. The Agent shall not use Qatar Airways Data for any commercial benefit other than as described in this Schedule 4.

2.3. *Purpose for use of Shared Personal Data*

This Schedule 4 sets out the framework for the sharing of Shared Personal Data between the Parties as Controllers. Each Party acknowledges that in the course of the performance of a Party's obligations under the Agreement, each Party (the Disclosing Party) will regularly disclose to the Receiving Party's Permitted Recipients Shared Personal Data for the Agreed Purposes, in each case as more fully described in Appendix N°1 [Description of Shared Personal Data Processing].

2.4. *Extent of Processing of Personal Data*

Except if the Agent is otherwise permitted under Data Protection Legislation as the Controller, the Agent shall process Shared Personal Data received from Qatar Airways as necessary for the purposes as specified in Appendix N°1 [Description of Shared Personal Data Processing] to this Schedule which sets out the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects.

3 Compliance with Data Protection Legislation

3.1. *Data Protection Legislation Compliance*

The Agent shall comply with such Data Protection Legislation as it applies to it as a

Controller. The Agent shall comply with its obligations regarding appropriate technical and organisational measures for ensuring the security of Shared Personal Data, appropriate means for capturing consent, if required, and the transfer and use of Shared Personal Data.

3.2. *Agent's Warranties to Qatar Airways*

The Agent warrants to Qatar Airways that at all times:

3.2.1 the use of Shared Personal Data of Qatar Airways in accordance with this Schedule shall comply with Data Protection Legislation;

3.2.2 it has, and shall maintain, appropriate technical and organisational measures in such a manner to ensure that Processing will meet the requirements of Data Protection Legislation;

3.2.3 it has, and shall maintain, appropriate technical and organisational measures in such a manner to ensure the protection of the rights of Data Subjects and that it meets the requirements described in Appendix N°2 [Security Measures and Access] of this Schedule 4;

3.2.4 it has, and shall maintain, appropriate technical and organisational measures in such a manner to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss, destruction of, corruption to, or damage to, Personal Data, Qatar Airways Data and Shared Personal Data;

3.2.5 it shall not transfer any Shared Personal Data received from Qatar Airways outside the European Economic Area, unless the obligations described in this Data Sharing Agreement have first been met; and

3.2.6 without limiting Clause 3.2.3, it shall adhere to, and comply with the security standards in the transfer and use of Shared Personal Data as specified in Appendix N°2 [Security Measures and Access] of this Schedule 4.

Qatar Airways reserves the right to review the technical and organisational measures maintained by the Agent.

3.3. *Indemnity*

The Agent indemnifies Qatar Airways, and shall keep Qatar Airways indemnified and hold Qatar Airways harmless from any liability, claims damages, costs and expenses arising out of or related to any breach by the Agent of any of its warranties set forth in this Schedule 4, and no limitation of liability, whether contractual or statutory shall apply to the Agent's breach of this clause.

4 Particular obligations relating to data sharing

4.1. The Agent shall:

- (a) ensure that it has all necessary notices, legal bases or safeguards and consents in place to enable lawful Processing and transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes and to comply with applicable direct marketing legislation;
- (b) give full information to any Data Subject whose Personal Data may be processed under the Agreement of the nature of such Processing in accordance with the requirements of Data Protection Legislation. This includes giving notice that, on the termination of the Agreement, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) except if the Agent is otherwise permitted under Data Protection Legislation as the Controller, process the Shared Personal Data only for the Agreed Purposes;
- (d) except if the Agent is otherwise permitted under Data Protection Legislation as the Controller, not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients and shall take no less precaution than they employ with regard to Personal Data;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the Agreement;

- (f) ensure that it has in place appropriate technical and organisational measures, which in the case of the Agent may be reviewed by Qatar Airways;
- (g) not transfer any Shared Personal Data received from the Disclosing Party outside the European Economic Area unless the transferor:
 - (i) complies with the provisions of Articles 26 of the Regulation (in the event the Third Party is a joint controller); and
 - (ii) ensure that: (A) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the Regulation; (B) there are appropriate safeguards in place pursuant to Article 46 of the Regulation; or (C) one of the derogations for specific situations in Article 49 of the Regulation applies to such transfer, or in the event where (A) and (B) above are not applicable, complies with the Regulation; and
- (h) ensure that the Shared Personal Data is accurate and will notify Qatar Airways of any inaccuracies in the Shared Personal Data immediately upon becoming aware of same.

5 Mutual assistance for Controllers

- ### 5.1. Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:
- (a) consult with the other Party about any notices (e.g. breach notifications) given to Data Subjects in relation to the Shared Personal Data;
 - (b) provide the other Party with reasonable assistance in complying with any Data Subject access request;
 - (c) not disclose or release any Shared Personal Data in response to a Data Subject access request without first consulting the other Party wherever possible;
 - (d) assist the other Party upon its request with any inquiries or notices received from or

with any investigations or any consultations with Supervisory Authorities or regulators;

- (e) cooperate with the other Party as reasonably required in relation to any data protection impact assessments (DPIAs) that it conducts in relation to the Shared Personal Data;
- (f) notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to Shared Personal Data, cooperate with the other Party in order to investigate and remediate any such breach if required;
- (g) in the event that either Party suffers a potential or actual loss of Shared Personal Data or a Personal Data Breach in relation to the Shared Personal Data, such Party shall notify the other Party without undue delay after identifying any potential or actual loss and/or Personal Data Breach and the Parties shall reasonably cooperate with each other in taking such measures as may be necessary to notify affected Data Subjects, comply with each Party's obligations under the Regulation including, where required, notifications to the appropriate Supervisory Authority, and to mitigate or remedy the effects of such Personal Data Breach. In this regard, the Agent shall not report or communicate to any Third Party including without limitation any Supervisory Authority in connection with a Personal Data Breach in relation to the Shared Personal Data processed under the Agreement without the prior written consent of Qatar Airways

unless required by applicable law. The Parties will provide each other with reasonable assistance as required to facilitate the handling of any Personal Data Breach;

- (h) If a Data Subject or a Supervisory Authority brings a dispute or claim concerning the Processing of Shared Personal Data against a Party or both Parties, the Parties will inform each other about such dispute or claim and will cooperate with each other as far as permitted by the applicable laws and regulations;
- (i) at the written direction of the Disclosing Party and unless specified in the Agreement to the contrary, delete or return any Records containing Shared Personal Data and copies thereof to the Disclosing Party on expiration or termination of the Agreement unless required by law to store the Personal Data for a longer period;
- (i) maintain complete and accurate Records and information to demonstrate its compliance with this Clause 5; and
- (j) provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a Personal Data Breach, and the regular review of the Parties' compliance with the Data Protection Legislation.

APPENDIX No. 1 TO SCHEDULE 4
DESCRIPTION OF SHARED PERSONAL DATA PROCESSING

1 Type of Personal Data and categories of Data Subject

1.1. Qatar Airways shall process the following types of Shared Personal Data, made available to it by the Agent or by a Third Party to the following categories of Data Subjects:

Type of Personal Data	Category of Data Subject
Name, Title of Agreement Signatory	Authorised Signatory of each Party to the Agreement
First and last names	In respect of each Agent Personnel and Customer.
Other person related data such as date of birth, nationality etc.	In respect of each Customer.
Contact data such as postal addresses, telephone and fax numbers, e-mail addresses etc.	In respect of each Agent Personnel and Customer.
Travel information (e.g. destination, fare information, seat information, travel status, meal requirements)	In respect of each Customer.
Frequent flyer program details (e.g. miles accumulated, passenger score/tier level, frequent flyer number)	In respect of each Customer.
PNR locator	In respect of each Customer.
Special categories of Personal Data referred to in Article 9(1) of the Regulation (e.g. specific ancillary services, data concerning health)	In respect of each Customer.

1.2. The Agent shall process the following types of Shared Personal Data, made available to it by Qatar Airways or by a Third Party to the following categories of Data Subjects:

Type of Personal Data	Category of Data Subject
Name, Title of Agreement Signatory	Authorised Signatory of each Party to the Agreement
First and last names	In respect of each Customer.
Other person related data such as date of birth, nationality etc.	In respect of each Customer.
Contact data such as postal addresses, telephone and fax numbers, e-mail addresses etc.	In respect of each Customer.
Travel information (e.g. destination, fare information, seat information, travel status, meal requirements)	In respect of each Customer.
Frequent flyer program details (e.g. miles accumulated, passenger score/tier level, frequent flyer number)	In respect of each Customer.
PNR locator	In respect of each Customer.
Special categories of Personal Data referred to in Article 9(1) of the Regulation (e.g. specific ancillary services, data concerning health)	In respect of each Customer.

2 Location(s) of the Processing

The Agent shall process the Shared Personal Data at the following location(s):	The location of the Agent (and any Qualifying Agent Offices)
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3 Data Protection Officer contact details

Qatar Airways has appointed the following Data Protection Officers or persons responsible for data protection and privacy:

Qatar Airways' Data Protection Officer

Attn: Data Protection Officer
Qatar Airways Group Q.C.S.C.
Qatar Airways Tower 1,
PO Box 22550
Airport Road,
State of Qatar

Email: dpo@qatarairways.com.qa

The Agent shall, upon Qatar Airways' request, notify Qatar Airways in writing of its Data Protection Officer or persons responsible for data protection and privacy.

APPENDIX No. 2 TO SCHEDULE 4 SECURITY MEASURES AND ACCESS

The information security measures taken by the Agent:

1 Information Security Organisation

The Agent shall appoint a responsible person to own and manage the information security programme on behalf of the Agent ("**Information Security Manager**"). The Information Security Manager shall be independent of, and shall not be a part of and does not report into the team providing the data Processing services. The Controller shall have direct access to the Information Security Manager for all matters concerning information security.

2 Information Security Governance

2.1. The Agent shall implement necessary and appropriate administrative, physical, technical and organisational safeguards to protect Personal Data that are no less rigorous than accepted industry practices (including the International Organization for Standardization's standards: ISO/IEC 27001:2013 – Information Security Management Systems –Requirements and ISO-IEC 27002:2013 – Code of Practice for International Security Management, the

Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security together with any addition security standards of Qatar Airways communicated to the Agent. The Agent shall ensure that all such safeguards, including the manner in which Personal Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of the Agreement.

2.2. The Agent shall be responsible for the unauthorised collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Data under its control or in its possession by all Permitted Recipients and other personnel. This includes, but is not limited to electronic transmission, use and/or Processing of information in data centers, servers, back-up systems, computing equipment including but not limited to the IT network and/or IT system of the Agent.

SCHEDULE 5 QR BRANDING GUIDELINES

As enclosed.

APPENDIX A: QATAR AIRWAYS ADM (AGENCY DEBIT MEMO) POLICY

1 Principles of issuance & procedures

- 1.1. ADMs will be issued in accordance with IATA Resolutions, in particular IATA Resolution 850m.
- 1.2. Qatar Airways in its efforts will try to provide as much information as possible on an ADM about the reason why a charge is being made.
- 1.3. Qatar Airways will decide on a minimum tolerance threshold (to be reviewed and revised from time to time without prior notice) which if exceeded will result in the issuance of ADM to the erring Agent.
- 1.4. Qatar Airways will levy an administration fee of USD 7 for each ADM raised. The administration fee for handling of ADMs issued due to GDS misuse is fixed at USD 25 per ADM raised. Qatar Airways reserves the right to revise administration fee without prior notification.
- 1.5. ADMs will always include the name of Qatar Airways' contact person and/or department, phone number and/or e-mail address, for the Agent to seek clarifications.
- 1.6. Administration fee will be withdrawn or refunded to the Agent only in those cases where Qatar Airways withdraws or refunds the full value of an incorrectly issued ADM.
- 1.7. Qatar Airways reserves the right to deduct outstanding ADM values from commercial, marketing or performance linked bonus funds.
- 1.8. In cases where an IATA / ARC Agents chooses to have commercial relationship with non IATA / non ARC agents, this commercial relationship is fully the responsibility of the IATA / ARC Ticketing agent. The Ticketing agent is liable for malpractices involved and ADMs will be raised to the Ticketing agent accordingly, regardless of their location.
- 1.9. In case any agent is defaulted in BSPLink, any ADM pertaining to the Agent will be raised on their Head Office or any other branch of the Agency in question.

2 Expectations

- 2.1. In line with the industry practice, Qatar Airways uses ADMs as accounting instruments for collection and adjustments pertaining to fares, Taxes, fees, charges, surcharges and Commission, refund, exchanges, re-issues etc. in

relation to the Traffic Documents issued by the Agent.

- 2.2. ADMs will also be issued to the erring Agent in respect of reservations, GDS misuse and no-show related transactions.
- 2.3. Agents are expected to adhere to all Qatar Airways' and IATA rules, resolutions, regulations, policies and guidelines. These may be issued and updated from time to time, sometimes without prior notice.

3 Debit memos

- 3.1. The Agent will be responsible for the payment of ADMs, as governed by the Qatar Airways ADM Policy, issued for Ticketing of bookings that are deemed abusive or otherwise in violation of applicable fare and Ticketing rules. Qatar Airways will debit the Agent a value commensurate with the value of lost revenue caused by misuse or fare/Ticketing rule violations, plus an administrative fee through an ADM. Qatar Airways will use commercially reasonable efforts to identify and cancel abusive bookings prior to their Ticketing, and reserves the right to issue ADMs even if the bookings have not been ticketed or have been ticketed and subsequently re-issued or refunded. Additionally, Qatar Airways reserves the right to request payment, via invoice or suitable means, for violations identified, even if it is beyond nine months from the final travel date or beyond nine months from the document refunded date.
- 3.2. The reasons below are non-exhaustive, and Qatar Airways reserves the right to issue ADMs for violations not listed below.

4 Booking & Ticketing

Violation	Penalty
Excessive Churning, Creating duplicate (dupe) segments	USD 11 for dupe segment per passenger and excess churn block
Creating bookings on non-operational flights or with fictitious schedule details	USD 11 per segment per passenger
Inactive bookings (with segment status HX/UN/NO/UC)	USD 11 per segment per passenger
Using 'IN' entry to gain access to group PNRs instead of using passive segments or group claim.	USD 11 per segment per passenger
Creating bookings with fictitious/fake names	USD 30 per fictitious name
Non-compliance with exchange and re-issue conditions.	Difference of fare and/or Taxes and/or fees and/or charges and/or surcharges and/or penalties and/or Commission
Non-compliance with applicable RBD, fare rules, and sales conditions	Difference (up to the highest) of fare and/or charge and/or surcharge and/or Taxes and/or fees and/or Commission
Mismatch between flown and ticketed details.	Difference of fare and/or Taxes and/or fees and/or charges and/or surcharges and/or penalties and/or Commission
Misuse of carrier identification plate (documents issued on 157 stock/plate) for completely closed on other airlines(s) itinerary/journey if not authorized by Qatar Airways	Difference between ticketed and applicable fare and difference of applicable taxes, fees, charges and surcharges, but not less than 1000 USD for Economy Class, 1500 USD for Premium Economy or Business Class, 2500 USD for First Class. In case of any combination of cabins, the rate for the highest booked cabin applies.
Incorrectly imposed missing fee(s), charge(s), surcharge(s) or penalty (ies)	Difference between imposed amount(s) and applicable amount(s) will be collected from the Agent
Incorrectly calculated refund	Reclaim of any under-collected penalty amount as well as the difference between the incorrectly claimed refund value and refundable value of fare and/or Taxes and/or fees and/or (sur) charges and/or Commission
Incorrectly imposed and/or missing Tax (es)	Difference between imposed amount(s) and applicable amount (s)
Speculative or manipulative bookings attempted and/or managed to circumvent the inventory controls in order to secure lower fare which is not available under normal circumstances such as but not limited to the use of manual, semi-automated or automated transactions, robotic macros, scripts, tools or any other modes etc*	A minimum amount of USD 500 for Economy and USD 950 for Business Class will be charged. However, Qatar Airways reserves the right to recover the fare difference where deemed necessary. In case of combination of cabins, minimum USD 950 will apply. The charges are applicable per passenger.
Creation of segment(s) not in the right booking sequence as per the journey passenger intends to travel, with the intention to circumvent Qatar Airways inventory to obtain seats in RBD (s) which may have not been available when the same was requested*	
Misuse of deal-code	

**Please note that such speculative or manipulative bookings, are only identified in the Qatar Airways Host System. In the travel agent's GDS history of the PNR (Booking File), there are no records that prove these transactions in most of the cases. Qatar Airways will send the information generated from the inventory tool as a proof of such speculative or manipulative booking, e.g. the origin and destination originally booked and the sold origin and destination*

5 Payment

Violation	Penalty
Use of a payment card belonging to the Agent, or in the name of a person permitted to act on behalf of the Agent, or in the name of the Agent's officer, partner or employee, in connection with the sale of Qatar Airways' Traffic Documents to any customer of the Agent. In accordance with IATA Resolution 890.	Surcharge levied in line with Qatar Airways' published Customer Card surcharges. For payment card types where card surcharges are not levied, a fee of 3% of the total value of the document issued will be levied in addition to the standard Qatar Airways' ADM admin fees
Issuance of a Ticket using a payment card with failure to obtain approval code from the issuing bank (card issuer)	Qatar Airways reserves the right to suspend the Ticketing Authority of any Agency found to be issuing tickets via payment card without the required approvals, particularly a valid approval code.
Third-party card transaction without approval from the cardholder	Immediate suspension of Ticketing Authority
Refund to a method of payment other than the method of payment of the original transaction. Payment card transaction refunded to cash	USD 50 ADM for each transaction refunded to cash
Disputed transaction (including chargeback) rejected by card company	Full value of the transaction (or charge-back) disputed reclaimed from the Ticket-issuing/refunding Agent via ADM

6 Commission

Violation	Penalty
Claim of Commission on prohibited reservation class and/or private fares unauthorised by Qatar Airways	Reclaim of all Commission claimed with respect to the ineligible document/s
Claim of Commission higher than that approved by Qatar Airways	
Claim of Commission on Qatar Airways documents (i.e. EMD/MCO) other than a passenger ticket	
Claim of Commission on Ticket issued where commencement of journey is other than the location country of the Agent is not allowed	
Claim of Commission on documents issued on Qatar Airways 157 plate and fully closed on other airlines, including codeshare/interline	

7 Ancillaries

Violation	Penalty
Baggage allowance printed on the Ticket does not match the actual applicable allowance	Difference between free baggage allowance shown on the Ticket and applicable free baggage allowance, as per the general excess baggage rates, irrespective of whether the customer utilized the printed free baggage allowance or not.
Excess baggage (EBT)/MCOs/EMDs issued for excess baggage with incorrect rates	Under-collection of applicable charges reclaimed from Agent
MCOs/EMDs issued value for cabin upgrade does not match approved value	Difference of fare and/or Taxes and/or fees and/or charges and/or surcharges and/or penalties

8 Compliance

Violation	Penalty
Multiple utilisation; situations where the document is reported with repeated usage	Entire value of the document (violated sectors only)
Utilisation against void sales and un-reported sales where refund, re-issue or flow is reported against void/unreported sales	Entire value of Ticket to be reclaimed
Materialisation rate for group sales not achieved	Deposit forfeit will be calculated as per the agreed group contract
Over-utilisation of MCO/EMD, including situations where the reported value for the exchanged document is more than the value mentioned in the original MCO/EMD	Difference between the value of the original MCO/EMD and the new document resulting from the exchange

Misuse of schedule change, Irregular Operations or ad-hoc commercial policy	The highest published carrier fare, including applicable Taxes, fees, charges and surcharges for the re-protected sector(s) in the cabin(s) travelled
Incorrect document issuing practices (e.g. tour code, fare basis, RFIC)	Qatar Airways reserves the right the levy an ADM of at least \$50 for each violation, with higher penalties levied in line with the financial cost and/or revenue loss incurred by QR

9 Disputes

- 9.1. Qatar Airways undertakes dispute processing in accordance with IATA Resolution 850m and post-billing dispute for ADMs as per IATA Resolution 818g and IATA Resolution 812. The Agent should only dispute ADMs with valid reason and supporting documentation.

10 ACMs

- 10.1. ACMs will be processed by Qatar Airways as per the dispute resolution in the favor of the Agent.
- 10.2. Qatar Airways will accept ACM requests made within 12 months of the date of issue of the ADM.

11 Contact Details

- 11.1. All ADM disputes/request for supporting/additional information should be addressed to the respective email ID mentioned on the ADM.

APPENDIX B: DEFINITIONS

1 Definition and interpretation

1.1. In these Qatar Airways Partner Agency Policies, unless the context otherwise requires:

- (a) all headings used in these Qatar Airways Partner Agency Policies are for convenience and reference only and shall not affect the interpretation of it and shall not in any manner be deemed to limit or restrict the context of the provision to which they relate;
- (b) words importing the singular shall also include the plural and vice versa where the context requires or admits;
- (c) unless explicitly stated otherwise, references to Clauses, Schedules, Appendices, are references to clauses, schedules and appendices to these Qatar Airways Partner Agency Policies as the content may require,

- (d) references to a “person” shall be construed as references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof and shall also include their respective successors and assignees;
- (e) a reference to 'including', 'includes', 'include' or 'such as' shall be read as if it is followed by 'without limitation';
- (f) reference to “day” or “days” shall mean calendar days inclusive of public holidays unless otherwise specifically indicated; and
- (g) where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

1.2. Unless otherwise defined in these Qatar Airways Partner Agency Policies, capitalised words or phrases shall have the meanings assigned to them as set out below:

Accountable Documents	means ticket document issued on Qatar Airways 157-stock, miscellaneous charges orders (“ MCO ”), or excess baggage tickets (“ EBT ”) in paper or electronic form or an electronic multipurpose document (“ EMD ”).
ACM	means Agency Credit Memo , an adjustment issued by an airline for an incorrectly issued document, crediting back the Agent.
ADM	means Agency Debit Memo , a penalty notice sent to the Agent, requiring the Agent to pay a sum on demand to the airline, including as described in IATA Resolution 850m.
Agent	means the person which is in travel agency business and which has been granted Ticketing authority by Qatar Airways.
Agent Personnel	has the meaning given to it in Clause 5.1 of the terms and condition of these Qatar Airways Partner Agency Policies.
Agent Distribution Guidelines	means the agent distribution guidelines as set out in Schedule 1 to these Qatar Airways Partner Agency Policies.
Agreement	has the meaning in Clause 1.3 of the terms and conditions of these Qatar Airways Partner Agency Policies.
Ancillary Services	means revenue that is derived from goods or services other than a company’s primary product offering.

Appointment	has the meaning given to it in Clause 2.4 of the terms and conditions of these Qatar Airways Partner Agency Policies.
ARC	means Airline Reporting Corporation, whose US-based system enabling agencies to issue air tickets, including cash sales and service fees, on more than 200 airlines—directly through global distribution systems (GDSs), aggregators and airlines.
Bank Guarantee	means the bank guarantee that shall be provided by the Agent.
BSP	means the IATA billing and settlement plan.
Carrier Content	means any published and/or not-published information, text, document provided by Qatar Airways on websites, mobile applications, advertising platforms, social media platforms, CRS search and booking engines or otherwise, and may include flight data, flight schedules, fares, tariffs, seat availability, inventory availability, inventory availability, seat assignment, service enhancements, flight information, frequent flyer program account information, and Ancillary Services offered by Qatar Airways.
Channel	means an authorised distribution system where Carrier Content is made available to the Agent, including a GDS/CRS.
Chargeback	means a bank initiated refund for a payment card purchase.
Commission	means the applicable commission payable by Qatar Airways to the Agent as determined by Qatar Airways, from time to time.
Conditions of Carriage of Qatar Airways	means Conditions of Carriage referred to in the passenger ticket and except provided in Sub-Articles 2, 3, 4 and 5 of Article Two of the Qatar Airways Conditions of Carriage, these Conditions apply only on those flights or flight segments where Qatar Airways or Flight Designator code (QR) is indicated in the Carrier box of the Ticket for that flight or flight segment.
Confidential Information of Qatar Airways	means any such technical information or financial information or business activities information relating to Qatar Airways which is provided by Qatar Airways or its affiliates or which is transmitted orally and thereafter or which is obtained by the Agent in connection with the performance of the Agreement, whether or not such information is provided in writing or designated as confidential.
CTK Points	means the commercial points used by Qatar Airways in support of its global agency relationships.
Customers	means customers of Qatar Airways to whom the Agent sold Tickets through the Agent's access of the Carrier Content.

Customer Card	means a credit or debit card, or other types of payment cards used by a customer of Qatar Airways.
CRS	means a computerised reservation system.
Data Sharing Agreement	means a data sharing agreement in the form as set out in Schedule 4.
Designated Office	means the office location(s) of the Agent as designated by their IATA Number and/or PCC.
Dispute	has the meaning given to it in Clause 15.2 of the terms and conditions of these Qatar Airways Partner Agency Policies.
Easypay	means a voluntary pay-as-you go e-wallet solution provided by IATA to remit funds to airlines, from agencies, via BSP, a description of which can be found at: https://newgeniss.iata.org/wp-content/uploads/2018/03/NewGen-ISS-Travel-Agent-Readiness-Guide_v1.pdf
Effective Date	has the meaning given to it in Clause 2.12.1 of the terms and conditions of these Qatar Airways Partner Agency Policies.
EMD	means electronic miscellaneous document, a non-flight document that may be issued and used for the collection and settlement of optional services offered by an airline.
Employee	means all Qatar Airways staff, Qatar Airways subsidiaries staff, Doha Hamad Airport staff permanent or temporary, consultants, Third Party vendors, or any other person to whom Qatar Airways Internet access has been provided.
EULA	means any end-user licence agreements or other terms and conditions imposed by the QR Technology Provider in respect of the Agent's access to and use of the NDC Website Portal and/or NDC API, as amended by the QR Technology Provider from time to time.
Excessive Churning	means a passenger segment that is booked, cancelled and re-booked four or more times in a PNR or across different PNRs such that there is an exact match on country, GDS, Agency name, Agency, IATA/RC number, Agency PCC, flight number, booking class, segment date, origin, destination and passenger name.
FOP	means Form of Payment, such as a credit card.
GDS	means a global distribution system.
Governing Travel Agency Agreements	has the meaning given to it in Clause 1 of the terms and conditions of these Qatar Airways Partner Agency Policies.
IATA	has the meaning given to it in Clause 1 of the terms and conditions of these Qatar Airways Partner Agency Policies.

IATA Number	means the numeric identifier code give to a travel agent operating on IATA BSP.
IATA PSAA	has the meaning given to it in Clause 1.1 of the terms and conditions of these Qatar Airways Partner Agency Policies.
IATA PSAR	has the meaning given to it in Clause 1.1 of the terms and conditions of these Qatar Airways Partner Agency Policies.
IATA Resolution 812	means the resolution of IATA Number 812, relating to IATA PSAR.
IATA Resolution 818g	means the resolution of IATA Number 818g, relating to IATA PSAR.
IATA Resolution 850m	means the resolution of IATA Number 850m relating to the issuance and processing of ADMs, promoting a consistent and standard set of rules for BSP practices.
IATA Resolution 890	means the resolution of IATA Number 890 entitled 'Industry Settlement Systems', with mandatory provisions for the sale of passenger air transportation and Ancillary Services for which payment is made via a Customer Card that is accepted by the Agent on behalf of Qatar Airways in the particular country or jurisdiction concerned.
IFP	means the IATA-led Fraud Management initiative (as further detailed at https://www.iata.org/en/programs/airline-distribution/industry-fraud-prevention-initiative/).
Irregular Operations	means a situation in which a flight does not operate as planned, on schedule, is cancelled, or has a change of equipment so that not all passengers can be accommodated.
Look To Book Ratio	means 500:1 per month, or such other ratio separately agreed in writing by Qatar Airways.
MCO	means an accountable IATA document, used to process the payment of travel arrangements, which is issued by airlines and predominantly for services other than airfares.
Merchant Agreement	means an agreement between Qatar Airways and the acquiring bank that sets out the terms and conditions for the acquiring bank to process Qatar Airways card transactions. This agreement may also include agreed pricing, how cards will be accepted (a bank or acquirer-owned terminal) and which card types can be accepted.
Merchant of Record	means is the person that is authorised to process, and is liable for processing, consumer's credit card and debit transactions.

Minimum Display Standards	means the minimum display standards which include flight date(s), flight number(s), origin and destination, total itinerary duration, location of stopover(s) if applicable, operating carrier, product attributes including seat pitch, meal service, aircraft type and permitted luggage allowance and ticket rules including, but not limited to change fees, cancellation penalty and excess baggage fees.
NDC	means the New Distribution Capability program, which is a travel industry supported program launched by IATA for the development and market adoption of a new, XML-based data transmission standard.
NDC API	means the application programming interface made available to the Agent to enable the Agent's access to the Carrier Content.
NDC Program	means Qatar Airways' NDC capability which may be made available to the Agent to access Carrier Content in accordance with these Qatar Airways Partner Agency Policies, and as further set out in Schedule 2.
NDC Website Portal	means an online portal made available to the Agent to enable the Agent's access to the Carrier Content.
Non Published Fares	means all fares provided by Qatar Airways not generally made available to the public through its Channel, but accessible in the private section of the Agent's CRS.
OB Fees	means industry standard for ticketing and for the application of form of payment fees, including credit card fees. "O" indicates fees "Off Ticket" fees, which are not shown on the ticket. The OB Fee is reported as tax code <i>OB</i> by IATA assignment.
Party	means either Qatar Airways or the Agent; and when used in plural, "Parties" means both of them.
PCC	means 'Pseudo City Code', an identifier that distinguishes one travel agency from another and can also be referred to as a subscriber ID. Usually a three to five character code depending on the GDS.
PCI DSS	means the Payment Card Industry Data Security Standard mandated by card brands and administered by the Payment Card Industry Security Standards Council, for the processing of credit card or debit card information. [www.pcisecuritystandards.org].
PNR	means Passenger Name Record.
Products and Services	means the air passenger transportation services of Qatar Airways and of other air carriers as authorised by Qatar Airways and the Ancillary Services of Qatar Airways.
Promotional Activities	has the meaning given to it in Clause 8.1 of the terms and conditions of these Qatar Airways Partner Agency Policies.

Publication Date	means the date of publication as stated on page one of these Qatar Airways Partner Agency Policies.
Qatar Airways	means Qatar Airways Group Q.C.S.C. , a Qatari closed shareholding company organised and existing under the applicable laws of the State of Qatar (commercial register N° 16070) with its principal office of business at <i>Qatar Airways</i> PO Box 22550, Doha, State of Qatar.
Qatar Airways ADM Policy	means the Qatar Airways ADM Policy in Appendix A to these Qatar Airways Partner Agency Policies.
Qatar Airways Data	<p>means any personal information of or regarding Qatar Airways or any Customers that is provided to or obtained by an Agent and/or an Agent Personnel in connection with the Agreement or the performance of the Agent's and/or an Agent Personnel's obligations under a contract, including data:</p> <p>(a) created, generated, collected, inputted or processed by the Agent and/or an Agent Personnel in the performance of services or of its obligations under a contract, or by any Customer or any user of Products and Services; and</p> <p>(b) that resides in or is accessed through software, or systems provided, operated, supported, or used by the Agent and/or an Agent Personnel in connection with the Agreement, as well as personal information, statistics or reports derived from such data; and</p> <p>"personal information" in this definition shall have the meaning defined under applicable data protection laws to which Qatar Airways is subject, and includes: (i) non-public personal data (such as national identification number, passport number, social security number, driver's license number) that identifies a natural person; (ii) health or medical information; (iii) financial information; (iv) sensitive personal data, and (v) geolocation information.</p>
Qatar Airways Group	means Qatar Airways group of companies, including Qatar Airways, its holding companies and any subsidiaries of its holding companies, and all other legal entities being current members of the Qatar Airways group including the entities from time to time which own and operate Hamad International Airport (HIA).
Qatar Airways IPR	means any intellectual property rights, including service marks, trade marks, patents and copyrights used or owned by Qatar Airways Group.
Qatar Airways Partner Agency Policies	means these instructions, terms and conditions and the schedules and appendices to them.
QR Approved NDC Channel	has the meaning given to it in Clause 9.1(a).
QR Branding Guidelines	means the guidelines of Qatar Airways as set out in Schedule 5, as revised or replaced by Qatar Airways from time to time.

QR Technology Provider	means the technology service provider engaged by Qatar Airways for the provision of the QR Approved NDC Channel.
QR Trade Marks	means the trade marks of Qatar Airways set out under the QR Branding Guidelines.
Qualifying Agent Office	means any office of the Agent or of its affiliates, partners, franchisees and/or sub-agents which has been authorised to carry out Ticketing on behalf of Qatar Airways.
RBD	means the reservation booking designator, used to identify the booking class of a booking/Ticket.
Regulation	means REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as it is updated from time to time.
Regulator	means any of IATA, a regulator in the aviation industry, a data protection regulator, a financial services regulator or any other regulatory authority.
Released Parties	has the meaning given to it in Clause 13.3 of the terms and conditions of these Qatar Airways Partner Agency Policies.
Reporting Period	means a period applicable to a report which the Agent shall submit to Qatar Airways, as set out by the governing body of the relevant remittance platform.
Services	means the services to be provided by the Agent as described in this Agreement.
Taxes	means all taxes, including without limitation, sales, use, ad valorem, excise, turnover or income taxes, services or value added taxes as well as duties, imposts, and tariffs that may be assessed or levied by any competent tax authority or any other government agency or department.
Third Party	means a party other than Qatar Airways and the Agent. “ Third Parties ” shall have the corresponding meaning.
Ticket	means such documents either in paper or electronic form, supplied by Qatar Airways which may be accepted for travel/carriage on the services of Qatar Airways or other carriers with whom Qatar Airways has an interline agreement, and “ Ticketing ” shall mean the activity to create the Ticket. For clarity, MCOs, EBTs, or EMDs are not deemed to be Tickets.
Total Price	means the price of the Ticket including base fare, Taxes, mandatory fees and surcharges.

Traffic Document	means documents that indicate the types of services provided, and the relevant carrier which provides the services, including the Ticket.
TST	means total of the pricing record in a PNR.