

STANDARD TERMS FOR ADVERTISING ON ODIGEO WEBSITES

These terms and conditions (the "Terms") shall be applied to any insertion order, standard advertising insertion order or change/cancellation order (the "Insertion Order") concluded between the ODIGEO entity/ies and the Advertiser or Agency referred on the signature page, forming the "Agreement".

1. DURATION AND RENEWAL

- 1.1 Subject to Clause 5 (Cancellation and Termination) and Clause 1.2 below, this Agreement shall commence on the date of signature of the Insertion Order by the Advertiser ("Start Date") and terminate on the Campaign end date ("End Date").
- 1.2 Except as expressly specified in the Insertion Order, any renewal, extension or change to the Insertion Order or any arrangement contained in it, and the acceptance of any other advertising order, shall be at ODIGEO's sole discretion, and (for the avoidance of doubt) subject to such pricing as ODIGEO may specify from time to time.

2. ADVERTISER'S OBLIGATIONS

- 2.1 Advertiser undertakes to provide to ODIGEO, at Advertiser's expense and at least twenty one (21) Working Days prior to the planned Start Date of the relevant Campaign, all Content which is to be included in the Campaign. For the avoidance of doubt this Content may include, but is not limited to, copy, images, media files, logos or trademarks or other similar elements of the Advertising Campaign. The Content shall be provided in such format, and by such means of submission, as ODIGEO specifies from time to time.
- 2.2 If the Content is provided to ODIGEO later than required in Clause 2.1, then ODIGEO shall be entitled to charge, and Advertiser shall pay (prior to the Start Date of the relevant Campaign, unless otherwise agreed in writing by ODIGEO), a surcharge specified at the time by ODIGEO to compensate ODIGEO for the additional, unscheduled work required as a result of late provision of the Content. ODIGEO does not accept responsibility for late submission of Content and Advertiser recognises that this can affect Campaign delivery.
- 2.3 Advertiser, or Agency on behalf of Advertiser, undertakes, warrants and represents to ODIGEO that at all times: a) it is fully authorised to publish the entire Content and Distinctive Signs of all requested advertisements (including, without limitation, all text, graphics, URLs and Internet sites to which URLs are linked); b) all such Content and materials comply with all applicable laws and regulations and do not violate the rights (including but not limited to, intellectual property rights) of any third party; c) all Content provided by the Advertiser, or Agency on its behalf, will not contain any virus, worm, Trojan horse or other contaminant that may be used to access and modify, delete or damage any data file or other computer program; d) it has the full corporate rights, power and authority to enter into the Agreement and subsequent Insertion Order and to perform the acts required of it hereunder; and e) each such Internet site is controlled by the Advertiser and operated by the Advertiser or its independent contractors, is functional and accessible at all times, and is suitable in all respects to be linked to from the Site containing the advertisement. Without limiting any other rights or remedies of ODIGEO, ODIGEO may, in its sole discretion, remove or cancel any advertisement or under links hereunder to Advertiser's URLs that fail to comply with the requirements set out in this Clause 2.3.

- 2.4 From the date that a Campaign begins to run, through the termination of the applicable Insertion Order, Advertiser, or Agency on behalf of Advertiser, undertakes, warrants and represents that it shall have a privacy policy in place governing Advertiser's use of end users' personal information that complies with any applicable laws, rules and regulations governing such information and that such privacy policy is available on the websites associated with the Advertiser to the internet users. Moreover, Advertiser, or Agency on behalf of Advertiser, will permit its users to "opt-out" of the delivery of cookies by displaying on its website a link to youronlinechoices.com. Advertiser, or Agency on behalf of Advertiser, agrees to provide clear and unambiguous notice to its internet users that data is being collated and used by third parties for the purpose of serving online behavioural advertising.

3. AGENCY AUTHORITY

If the Advertiser is represented by an Agency, then the Advertiser and Agency shall be jointly and severally liable under this Agreement. The Agency also warrants that it has the authority as an agent to Advertiser to bind the Advertiser to this Agreement and each Insertion Order it executes on the Advertiser's behalf. Agency agrees to indemnify and hold harmless ODIGEO and any advertising representative of ODIGEO or any media controller and their affiliated companies and employees (all such entities, collectively, the "ODIGEO Parties") from any and all claims, demands, actions, losses (including, without limitation, loss of profit and loss of reputation, injury to or death or any person), expenses, liabilities, judgements, settlements, damages and costs (including all interest, penalties and legal and other professional costs and expenses) arising out of any breach of the foregoing warranty. Advertiser shall be solely responsible for any commission or other payment due to any such agency.

4. ODIGEO'S OBLIGATIONS

- 4.1 ODIGEO agrees to provide the Campaign subject to this Agreement. In the event of any conflict between the Insertion Order and these Standard Terms, the Standard Terms shall prevail.
- 4.2 Once ODIGEO receives the Content from the Advertiser, ODIGEO shall edit it and from the Start Date place it and insert any agreed content onto the Site.
- 4.3 All Content submitted by Advertiser is subject to ODIGEO's approval. ODIGEO reserves the right to reject or cancel any Content, advertisement, insertion order or placement at any time on written notice (includes email). The value of any rejected or cancelled Content, advertisement, insertion order or placement shall be deducted on a pro-rata basis from the overall value of the Campaign and from the final sum billed in the invoice.
- 4.4 Except as otherwise expressly provided in the Insertion Order any proposed objectives, target audience or proposed tactics are indicative only, and ODIGEO does not commit to any thereof.
- 4.5 ODIGEO will provide the Advertiser with a report on the number of impressions within five (5) Working Days of the end of the Campaign. In the event of the Campaign being over two (2) or more weeks, ODIGEO will also use reasonable endeavours to provide an interim report at the Campaign midpoint. While ODIGEO will give an honest estimate of the number of impressions achieved during the reported period, it cannot guarantee that such an estimate is accurate. Advertiser acknowledges that ODIGEO does not make any warranty or representation as to the number of visits of the Content will or may achieve.

ODIGEO will use its reasonable endeavours to achieve the provision of minimum visits set out in the Insertion Order.

5. CANCELLATION AND TERMINATION

- 5.1 Either party may cancel any Insertion Order by giving at least thirty (21) days written notice before the start of the Campaign to the other party. In this case, ODIGEO will refund any deposit paid to the Advertiser.
- 5.2 If the Advertiser cancels the Campaign fifteen (15) days before the Start Date, then the Advertiser will lose its deposit.
- 5.3 If the Advertiser cancels the Campaign once it has commenced, the Advertiser shall pay the Advertising Fee in the Insertion Order of the Campaign, within thirty (30) days of the invoice.
- 5.4 Any termination of the Agreement shall be without prejudice to any rights accrued in favour of either party in respect of any breach committed prior to the date of (or giving rise to) such termination and to those provisions of the Agreement which are by their construction intended to survive such termination.
- 5.5 Notwithstanding anything in the Agreement to the contrary, termination of the Agreement shall not release Advertiser from its obligation to make payment for all advertisements that have been displayed on the Site or to ODIGEO's email marketing database under any Insertion Order, or for other charges provided for in the Agreement which are occurred, prior to the date in which such termination becomes effective.

6. PAYMENT TERMS

- 6.1 The Advertiser agrees to pay ODIGEO the amounts that it owes as set forth on the Insertion Order and in consideration of the Campaign rendered by ODIGEO within thirty (30) days of the invoice.
- 6.2 All sums or other consideration set out in this Agreement, or otherwise provided by any party to any other party pursuant to this Agreement, shall be deemed to be exclusive of any VAT which is chargeable on the supply or supplies for which such sums or other considerations (or any part thereof) are the whole or part of the consideration for VAT purposes. An amount equal to such VAT shall in each case be paid by the party making such payments on receipt on an appropriate VAT invoice.
- 6.3 All unpaid Advertising Fees shall accrue interest at the rate of 4% above the base rate of Barclays Bank plc from time to time on any late payments. ODIGEO may cancel and remove any advertisement which is not paid for on a timely basis.

7. OWNERSHIP

- 7.1 ODIGEO is, and shall remain, owner of all intellectual property rights attached to the Site and the constitutive elements thereof. This Agreement shall not result in any transfer of ownership from ODIGEO to the Advertiser.
- 7.2 As between ODIGEO and Advertiser, all Content and other material (in whatever form, whether represented visually, aurally or otherwise) created by or on behalf of or furnished by any ODIGEO Party is and shall remain the property of ODIGEO (without prejudice to any rights therein held by any media controller or licensee), including all copyright and other intellectual property rights therein. Advertiser shall not, and shall not authorise or permit, the reproduction or distribution, in whole or in part (whether by electronic,

photographic or other means), of any such material without ODIGEO's prior written consent.

- 7.3 Subject to Clause 7.1 above the Advertiser shall own all Content and Distinctive Signs provided by it to ODIGEO for the Campaign. For this purpose, the Advertiser hereby grants ODIGEO a non-exclusive, non-transferable right to use, reproduce, and represent the Distinctive Signs and Content under this Agreement.
- 7.4 Data relating to internet users while on the Site and/or who access the Advertiser's web site through the Site shall be the property of ODIGEO. Data relating to internet users while on the Advertiser's web site shall be the property of the Advertiser.

8. LIABILITY AND INDEMNITY

- 8.1 Each party shall be solely liable for the editorial content of its own site, except in the case of a white-label solution or co-branded page hosted by the Site, whereby ODIGEO reserves editorial control.
- 8.2 ODIGEO, however, shall not be liable, directly or indirectly, for any reason or cause whatsoever, for damages linked to presentation of the Content on the Site.
- 8.3 Except as set out in Clause 8.5 below, neither party shall in any event be liable to the other party for any reason whatsoever, for any indirect or consequential losses or damages of any kind, including, but not limited to, any loss of data, commercial loss, loss of sales or profits, loss of customers, injury to brand image, or loss of opportunity, relating to or arising out of the performance of the Agreement.
- 8.4 Both parties' liability is confined to the sum of Advertising Fee in the Insertion Order.
- 8.5 Notwithstanding Clause 8.4, Advertiser, or Agency on behalf of Advertiser, shall indemnify on demand ODIGEO or any of their respective its employees, officers, agents and contractors from and against any claims, demands, actions, losses (including, without limitation, loss of profit and loss of reputation, injury to or death or any person), expenses, liabilities, judgements, settlements, damages and costs (including all interest, penalties and legal and other professional costs and expenses) incurred by ODIGEO arising out of the Content or subject matter of such advertisements, including without limitation, third party claims for defamation, Intellectual Property Rights and/or a breach by Advertiser of any warranty or obligation to be performed by Advertiser or Agency on behalf of Advertiser, under this Agreement and/or any misrepresentation, negligence, fraud, wilful misconduct or breach of statutory duty of or by Advertiser or Agency on behalf of Advertiser or in each case any member of its Group or any of their respective and its employees, officers, agents and contractors.

9. CONFIDENTIALITY

- 9.1 Each of the Parties agrees not to disclose Confidential Information of which it may be aware, except to its officers and employees whose responsibilities are closely linked to the performance of the Agreement and to whom such information is absolutely necessary in connection with the performance of their employment agreement.
- 9.2 Each of the Parties agrees that none of its officers, employees and/or any representatives shall disclose, for any reason whatsoever, the Confidential Information to the public, by conference and/or communiqué and/or press article, prospectus, advertising or any other means whatsoever.
- 9.3 Notwithstanding the foregoing, the Parties can indicate the existence of the Agreement for the purpose of promoting their respective operations.

- 9.4 Each party acknowledges that its breach of this Clause 9 (Confidentiality) may cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the non-breaching party may be legally entitled, such party shall have the right to obtain immediate injunctive relief in the event of a breach of this Clause by the breaching party or any of its officers, directors, employees, consultants or other agents.
- 9.5 This clause shall survive expiry or termination of this Agreement.

10. GENERAL TERMS

- 10.1 The Parties shall not be liable if the performance of the Agreement is delayed or prevented because of a force majeure event such as: intervention of civil or military authorities, natural disasters, fire, water damage, improper operation, interruption of the telecommunications or electricity network, temporary interruption of the Site or due to causes which are beyond the control of the Parties, or in the event of changes, destructions, distortions, or obstacles resulting from fraudulent access to the system of automated data processing.
- 10.2 This Agreement constitutes the entire agreement of the Parties and supersedes any prior or contemporaneous communication, proposal, declaration or understanding, whether oral or written, existing between the Parties with respect to the same subject matter.
- 10.3 No change to the Agreement will bind the Parties unless it is in writing duly signed by them.
- 10.4 The Advertiser, or Agency on its behalf, shall not assign this Agreement to any third party unless ODIGEO expressly consents to such assignment in writing.
- 10.5 Neither party shall issue any press release or make any public announcement relating in any way to the Agreement without the prior written consent of the other party. ODIGEO may make informational references to advertising on the Site, and Advertiser's participation in such advertising in publicity and press releases without obtaining the Advertiser's consent.
- 10.6 The illegality, invalidity or unenforceability of any provision of this Agreement under any law of any jurisdiction shall not affect or impair the legality, validity or enforceability of the rest of this Agreement, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction. The illegal, invalid or unenforceable provision shall if possible apply in that jurisdiction with whatever modification or deletion is necessary so as best to give effect to the intention of the parties as recorded in this Agreement.
- 10.7 ODIGEO may send an electronic mail to the Advertiser for any notices or notifications. All notices to ODIGEO relating to any legal claims or matters must be made in writing to Vacaciones eDreams Passeig de la Zona Franca, 191-205, 08038, Barcelona, Spain with copie to nathalie.delaporte@edreamsodigeo.com
- 10.8 Nothing in this Agreement creates or shall be deemed to have created a partnership, joint venture or an employment contract between the Advertiser, or Agency on its behalf, and ODIGEO.
- 10.9 The Clause headings in these Standard Terms are provided for convenience, and shall not affect the construction of the Agreement.
- 10.10 No failure by either of the Parties to take advantage of any of the provisions of this Agreement in any given circumstance shall be deemed to be a waiver of the right to rely on such provision of the Agreement in other circumstances, or to rely on any other provision of this Agreement, regardless of the circumstances. No waiver of any of the

provisions of this Agreement shall have any effect, unless set forth in a writing signed by a duly authorised representative of the relevant Party.

10.11 This Agreement shall be governed by and construed in accordance with English laws and you hereby submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this Agreement.

11. DEFINITIONS

“Advertising Fee” means net value to ODIGEO as set out in the Insertion Order attached to these Standard Terms.

“Campaign” means sponsorship and advertising services set out in the Insertion Order.

“Confidential Information” means the existence and conditions of the Agreement, as well as any other information relating, directly or indirectly, to the Agreement or to either of the Parties, including, without limitation, their operations and finances.

“Content” means editorial, creative, artwork, audio-visual presentations, photography and other materials provided by the either party to the other.

“Distinctive Signs” means any trade mark or logo of the Advertiser appearing on the Sites.

“Intellectual Property Rights” means any patent, copyright, design right, registered design, database right, trade mark, service mark, know-how, utility model, hardware, software, programs, codes, trade names, technology, licenses, trade secrets and processes., unregistered design or, where relevant, any application for any such right, trade or business name, domain name or other similar right or obligation whether registrable or not or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world.

“Working Day” means a day other than Saturdays, Sundays and public holidays in Spain.

“Site” means eDreams, Opodo et Go Voyages