

## SALES CONDITIONS AND TERMS FOR MARKETING/ADVERTISING ON EDREAMS ODIGEO WEBSITES

These terms and conditions (the "**Standard Terms**") shall apply to any insertion order, standard advertising insertion order or change/cancellation order (the "**Insertion Order**") concluded between any eDreams ODIGEO entity/ies ("**eDreams ODIGEO**") and the Advertiser or Agency referred in the Insertion Order (the "**Advertiser**") together referred to as the "**Parties**".

The Standard Terms and the Insertion Order shall be collectively referred to as the "**Agreement**".

### 1. DEFINITIONS

"**Advertising Fee**" means net value to eDreams 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.

"**Content**" and/or "**Asset**" shall mean editorial, creative, artwork, audio-visual presentations, photography and other materials provided by either party to the other.

"**Distinctive Signs**" means any trademark or logo of the Advertiser appearing on the Sites.

"**eDreams ODIGEO entity/ies**" or "**eDreams ODIGEO**" shall include any Company belonging to eDreams ODIGEO Group.

"**Intellectual Property Rights**" means any patent, copyright, design right, registered design, database right, trademark, 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 rights or obligations whether registrable or not or other industrial or intellectual property rights subsisting in any territory or jurisdiction in the world.

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

"**Site/s**" means one or more websites of eDreams ODIGEO among the various markets and brands eDreams, Opodo, Go Voyages, Travellink or Liligo.

### 2. DURATION AND RENEWAL.

2.1 Subject to Clause 6 (Cancellation and Termination) and Clause 2.2 below, this Agreement shall commence on the date of signature of the Insertion Order by the Advertiser ("**Effective Date**") and terminate on the Campaign end date ("**End Date**").

2.2 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 eDreams ODIGEO's sole discretion, and (for the avoidance of doubt) shall be negotiated in writing and separately from the Agreement.

### 3. ADVERTISER'S OBLIGATIONS

3.1 Advertiser undertakes to provide to eDreams ODIGEO, at the Advertiser's expense and at least fifteen (15) Working Days prior to the planned initial date of the Campaign ("**Start Date**"), all Content and/or Asset which is to be included in the Campaign. For the avoidance of doubt this Content and/or Asset may include, but is not limited to, copies, images, media files, banners, logos, trademarks or other similar elements of the Advertising Campaign. The Content and/or Asset shall be provided in such format and by such means of submission as specified by eDreams ODIGEO in the Insertion order.

Advertiser shall provide its feedback on the Content and/or Assets validation at the time required by eDreams ODIGEO that will be reasonable in accordance with the specific case.

3.2 Advertiser acknowledges and accepts that eDreams ODIGEO shall be entitled to impose a surcharge up to a maximum 15% of the advertising fees as a result of an additional, unscheduled work required, in any of the following scenarios: a) the Content and/or Asset is provided to eDreams ODIGEO after the term set out in Clause 3.1; b) Advertiser do not validate the Content and/or Assets at the time required by eDreams ODIGEO according to clause 3.1; c) in the event that any changes requested by the Advertiser with respect to the initial brief require more than 3 interactions (excluding typo mistakes).

Interactions in this Clause shall mean any communication, made whether by email or any other form, addressed to eDreams ODIGEO requiring either formally or informally any changes to the original Campaign project approved by both Parties.

The rate of surcharge will increase progressively to 5%, 10% and 15% of the advertising fees at eDreams ODIGEO's sole discretion in relation to the additional volume of work required according to the specific case.

Such surcharge will be added to the Advertising Fee and be paid according to Clause 7 of this Agreement, unless otherwise agreed in writing by eDreams ODIGEO.

3.3 Advertiser acknowledges and accepts that failing to comply with the terms set out in Clause 3.1 can result in a deferral of the Start Date of the Campaign or its relocation to other media products or channels at eDreams ODIGEO's own discretion. In such cases, any variation with respect to the initial brief will be previously proposed and agreed with the Advertiser and, for avoidance of doubts, eDreams ODIGEO shall not be responsible under any circumstances.

3.4 Advertiser, or Agency on behalf of Advertiser, undertakes, warrants and represents to eDreams ODIGEO that at all times: (a) it is fully authorized 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 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 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 eDreams ODIGEO, eDreams ODIGEO may, in its sole discretion, remove or cancel any advertisement or links hereunder to Advertiser's URLs that fail to comply with the requirements set out in this Clause 3.4.

3.5 From the Start Date of the Campaign, 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 obtain the user's consent to collect cookies. Advertiser, or Agency on behalf of Advertiser, agrees to provide clear and unambiguous notice to its internet users that data is being collected and used by third parties for the purpose of serving online behavioral advertising.

## 4. 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 of the Advertiser to commit the Advertiser to this Agreement and each Insertion Order it executes on the Advertiser's behalf. Agency agrees to indemnify and hold harmless eDreams ODIGEO and any advertising representative of eDreams ODIGEO or any media controller and their affiliated companies and employees 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.

## 5. eDreams ODIGEO'S OBLIGATIONS

5.1 eDreams ODIGEO agrees to design and deliver the Campaign in accordance with the Agreement.

5.2 After receiving the Content and /or Asset from the Advertiser, eDreams ODIGEO shall edit it, and from the Start Date place and insert any agreed Content and/or Asset onto the Site.

5.3 All Content and/or Asset submitted by the Advertiser is subject to eDreams ODIGEO's approval. eDreams ODIGEO reserves the right to reject or cancel any Content, Asset, advertisement, insertion order or placement at any time on written notice (including email). The value of any rejected or canceled Content, Asset, 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.

5.4 Since the actual availability of a product may change, in case a product has lower inventory or is sold out, eDreams ODIGEO will provide replacement product suggestions of equal or higher value.

5.5 Except as otherwise expressly provided in the Insertion Order, any proposed objectives, target audience or proposed tactics are indicative only, and eDreams ODIGEO does not commit to any thereof.

5.6 eDreams ODIGEO will provide the Advertiser with a Report on the number of impressions within fifteen (15) Working Days of the End Date of the Campaign.

## 6. CANCELLATION AND TERMINATION

6.1 Either party may postpone or cancel any Insertion Order by giving at least thirty (30) days written notice to the other party before the Start Date of the Campaign related to the Insertion Order.

6.2 Without affecting any other right or remedy available to it, eDreams ODIGEO may terminate the Agreement with immediate effect by giving written notice to the Advertiser if: (a) the Advertiser commits a material breach of any term of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so. Any non-compliance with any data protection, intellectual property and/or confidentiality obligations under this Agreement shall be construed to be material breaches to the same; (b) the Advertiser takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to the abovementioned; (c) the Advertiser suspends or ceases, or threatens to suspend or cease, carrying on business; (d) the Advertiser's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

6.3 If the Advertiser cancels the Campaign ten working (10) days or less before the Start Date, then eDreams ODIGEO shall be entitled to charge, and Advertiser shall pay 30% of the advertising fees to compensate eDreams ODIGEO for the additional, unscheduled work and unnecessary inventory booking impacting other advertising campaigns.

6.4 If the Advertiser cancels the Campaign once it has commenced, the Advertiser shall pay the full Advertising Fee indicated in the Insertion Order of the Campaign, within sixty 60 days of the invoice.

6.5 Any termination of the Agreement shall be without prejudice to any rights accrued in favor 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.

## **7. PAYMENT TERMS**

7.1 The Advertiser agrees to pay eDreams ODIGEO the amounts that it owes as set forth on the Insertion Order and in consideration of the Campaign rendered by eDreams ODIGEO within thirty (30) days of the invoice.

7.2 All sums or other considerations 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 of an appropriate VAT invoice.

7.3 All unpaid Advertising Fees shall accrue interest at the rate of 4% above the base rate of Barclays Bank plc on any late payments. eDreams ODIGEO may cancel and remove any advertisement which is not settled on a timely basis.

## **8. INTELLECTUAL PROPERTY RIGHT**

8.1 eDreams 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 eDreams ODIGEO to the Advertiser.

8.2 As between eDreams ODIGEO and Advertiser, all Content and other material (in whatever form, whether represented visually, aurally or otherwise) created by or on behalf of or provided by any eDreams ODIGEO Party is and shall remain the property of eDreams ODIGEO (without prejudice to any rights therein held by any media controller or licensee), including all copyright and other intellectual property rights therein. The Advertiser shall not, and shall not authorize or permit, the reproduction or distribution, in whole or in part. (whether by electronic, photographic or other means), of any such material without eDreams ODIGEO's prior written consent.

8.3 Subject to Clause 8.1 above the Advertiser shall own all Content, Asset and Distinctive Signs provided by it to eDreams ODIGEO for the Campaign. For this purpose, the Advertiser hereby grants eDreams ODIGEO a non-exclusive, non-transferable right to use, reproduce, and represent the Content, Asset and Distinctive Signs under this Agreement.

8.4 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 eDreams ODIGEO. Data relating to internet users while on the Advertiser's website shall be the property of the Advertiser.

## **9. LIABILITY AND INDEMNITY**

9.1 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 eDreams ODIGEO reserves editorial control.

9.2 eDreams 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.

9.3 Except as set out in Clause 9.5 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.

9.4 Both Parties' liability is confined to the sum of Advertising Fee in the Insertion Order.

9.5 Notwithstanding Clause 9.4, nothing in this Agreement shall limit any liability under Clause 8, Clause 10 and Clause 11 of this Standard Terms.

9.6 Advertiser, or Agency on behalf of Advertiser, shall indemnify on demand eDreams ODIGEO or any of its respective employees, officers, agents and contractors from and against any claims, demands, actions, losses (including, without limitation, loss of profit and loss of reputation, breach of GDPR, injury to or death or any person), expenses, liabilities, judgments, settlements, damages and costs (including all interest, penalties and legal and other professional costs and expenses) incurred by eDreams 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, willful misconduct or breach of statutory duty 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.

## 10. CONFIDENTIALITY

10.1 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.

Confidential Information means information that is disclosed to the other Party (the "Recipient") that is (a) conspicuously marked "confidential" or is similarly designated, or (b) is disclosed in a manner or is of a type that the other Party should reasonably understand under the circumstances to be considered confidential or proprietary.

Confidential Information shall include any information relating to products and services, pricing, commercial offers and details, business plans, customers and end users, marketing, strategies, forecasts, technical or other information, (including but not limited to information retained on all types of medium including written, diagrammatical, plans or other storage medium) whether disclosed in writing, orally or by any other means to one the Recipient by the other Party ("Disclosing Party"), whether before or after the date of this Agreement.

Confidential information shall not include the existence of the Agreement for the purpose of promoting their respective operations.

Confidential Information shall also exclude any information which: (i) Is or becomes publicly known or generally available in the public domain other than as a result of Recipient's breach of this Agreement; or (ii) Is already in the possession of the Recipient on a non-confidential basis, as evidenced by records, or becomes available on a non-confidential basis from a source other than the Disclosing Party that is not prohibited from disclosing such information by any contractual, legal or fiduciary obligation; (iii) The Recipient can show was independently developed by or for the Recipient at any time without the use of Disclosing Party's Confidential Information as documented by Recipient.

10.2 Each Party agrees (a) not to use any Confidential Information of the other Party unless it is in respect of the Agreement and (b) to not disclose any Confidential Information of the other Party, subject to the exceptions set out at this Clause 10.2. A Recipient may disclose the other Party's Confidential Information to those who are required to have the information in order to properly execute the Agreement. Nothing in this Clause 10 shall prevent a Recipient from disclosing the Disclosing Party's Confidential Information where it is obliged to do so under any applicable rule of law or is requested by any governmental, taxation or regulatory authority entitled by law to disclosure of the same or in connection with proceedings before a court of competent jurisdiction. In such circumstances, Recipient shall, if permitted to do so, notify the Disclosing Party of the same and take such steps as available disclose only the minimum amount of information consistent with satisfying its obligation to disclose. 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.

10.3 Each party acknowledges that its breach of this Clause 10 (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.

10.4 This clause shall survive expiry or termination of this Agreement.

## 11. PRIVACY

11.1 Both Parties commit to ensure compliance with GDPR and any other applicable data protection regulation. GDPR means the EU GDPR being the General Data Protection Regulation (EU) 2016/679) (the "EU GDPR").

11.2 In the event that, during the execution of the Agreement, one of the Parties needs to process personal data on behalf of the other Party, the Parties shall enter into a Data Processing Agreement (the "DPA") establishing the obligations to be met by them in accordance with article 28 GDPR (Regulation (EU) 2016/679 (General Data Protection Regulation) and any other relevant legislation that might apply, as well as the security measures to be implemented. Such DPA shall be executed and become effective prior to the beginning of the processing of personal data.

11.3 Additionally, eDreams ODIGEO provides on its websites privacy policies and both Parties agree to adhere to these privacy policies, which will abide by applicable laws. Failure by the Advertiser to adhere to the privacy policy, is grounds for immediate cancellation of the Agreement.

## 12. GENERAL TERMS

12.1 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, destruction, distortions, or obstacles resulting from fraudulent access to the system of automated data processing.

12.2 No change to the Agreement will bind the Parties unless it is in writing and duly signed by them.

12.3 The Advertiser, or Agency on its behalf, shall not assign this Agreement to any third party unless eDreams ODIGEO expressly consents to such assignment in writing. eDreams ODIGEO shall be able to freely assign this Agreement or rights granted to any eDreams ODIGEO's entity without the consent of the other Party.

12.4 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. eDreams 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.

12.5 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.

12.6 eDreams ODIGEO may send an electronic mail to the Advertiser for any notices or notifications. All notices to eDreams ODIGEO relating to any legal claims or matters must be made in writing to Vacaciones eDreams SL, Calle Bailén, 67-69, 08009 Barcelona, Spain.

12.7 In the event of any conflict between the Insertion Order and these Standard Terms, the Insertion Order shall prevail.

12.8 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 eDreams ODIGEO.

12.9 The Clause headings in these Standard Terms are provided for convenience, and shall not affect the construction of the Agreement.

12.10 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 writing signed by a duly authorized representative of the relevant Party.

12.11 This Agreement shall be governed by and construed in accordance with Spanish laws and the Advertiser and eDreams ODIGEO hereby submit to the exclusive jurisdiction of the Barcelona courts in respect of any dispute or matter arising out of or connected with this Agreement.