

Agent Code of Conduct for Rest of World

- A. Introduction .....2
- B. Agent's obligations.....2
  - 1. Compliance with applicable laws, rules, and regulations .....4
  - 2. Compliance with sales procedures .....4
  - 3. Access and use of Carrier Content .....5
  - 4. Content redistribution .....6
  - 5. Ticketing and use of the correct fare and related fare conditions .....8
  - 6. After sales servicing.....8
  - 7. Currency conversion..... 10
  - 8. Virgin Atlantic card acceptance rules ..... 10
  - 9. Payment card industry compliance ..... 11
- C. Additional Requirements for Online Sales ..... 11
  - 1. Operating carrier ..... 11
  - 2. Price transparency ..... 12
  - 3. Unfair commercial practices ..... 13
  - 4. Loyalty program participation..... 14
  - 5. Metasearch display ..... 15
  - 6. Intellectual property and brand bidding ..... 16
  - 7. Revenue management circumvention to obtain better availability ..... 16
- D. Booking Policy, Ticketing Policy, and ADM Policy ..... 16
- E. Consequences of non-compliance with Virgin Atlantic's Agent Code of Conduct..... 17

## Introduction

The rules and guidelines outlined in this document constitute the "Agent Code of Conduct" of Virgin Atlantic Airways (the "Carrier" or "Virgin Atlantic"), which contains instructions from Virgin Atlantic to travel agents booking and/or selling Virgin Atlantic's respective passenger air transportation services (hereafter referred to as the "Agent").

This Agent Code of Conduct forms part of the terms of each Agent's appointment as an authorised agent to sell Carriers' respective passenger air transportation services and they are expressly considered written instructions of each Carrier for purposes of the IATA Passenger Sales Agency Agreement, the IATA Passenger Agency Rules and the ARC Agent Reporting Agreement.

This Agent Code of Conduct is issued solely by Virgin Atlantic and applies to bookings and/or sales of travel originating outside of Europe and North America.

For bookings and/or sales of travel originating in the United Kingdom, please refer to the Agent Code of Conduct for the United Kingdom (Virgin Atlantic, Delta, Air France, and KLM joint policy), available at

**[https://flywith.virginatlantic.com/content/dam/partner-](https://flywith.virginatlantic.com/content/dam/partner-hub/pdf/VSDLAFKL%20Agent%20Code%20of%20Conduct%20UK.pdf)**

**[hub/pdf/VSDLAFKL%20Agent%20Code%20of%20Conduct%20UK.pdf](https://flywith.virginatlantic.com/content/dam/partner-hub/pdf/VSDLAFKL%20Agent%20Code%20of%20Conduct%20UK.pdf)** .For

bookings and/or sales of travel originating in North America, please refer to the Agent Code of Conduct for North America (Delta, Air France, KLM, and Virgin Atlantic joint policy), available at

**[https://pro.delta.com/content/agency/us/en/policy-library/distribution-and-](https://pro.delta.com/content/agency/us/en/policy-library/distribution-and-revenue-recovery/carrier-distribution-policy.html)**

**[revenue-recovery/carrier-distribution-policy.html](https://pro.delta.com/content/agency/us/en/policy-library/distribution-and-revenue-recovery/carrier-distribution-policy.html)**. For bookings and/or sales of

travel originating in Europe, please refer to the Agent Code of Conduct for Europe (Air France, KLM, and Delta Air Lines joint policy), available at

**<https://www.afkl.biz/trade/s/policies>**.

This Agent Code of Conduct forms part of the terms of each Agent's appointment as an authorised agent to sell Virgin Atlantic's passenger air transportation services and they are expressly considered written instructions of Virgin Atlantic for purposes of the IATA Passenger Sales Agency Agreement and the IATA Passenger Agency Rules.

Agent's booking and/or selling any of Virgin Atlantic's passenger air transportation services must comply with the terms set forth in this Agent Code of Conduct. Agent's booking and/or selling any of Virgin Atlantic's passenger air transportation services shall constitute agreement to and acceptance of the Agent Code of Conduct.

This Agent Code of Conduct applies to Agent and to all its approved locations and affiliated agencies which are under the control of Agent. Agent shall provide, at Virgin Atlantic's request, each of its IATA and/or ARC numbers and those of its locations and their respective ID/PCC numbers.

Non-compliance with the Agent Code of Conduct may lead to penalties such as: Agent Debit Memos (ADM) and/or invoices of the costs and charges incurred by Virgin Atlantic as a result of Agent non-compliance. Repeated non-compliance with the Agent Code of Conduct may result in Agent's loss of its appointment to book and ticket Virgin Atlantic's passenger air transportation services.

Virgin Atlantic reserves the right, from time to time and at their sole discretion, to change and/or update the Agent Code of Conduct by posting amended terms or new versions of the document on Virgin Atlantic's dedicated Agent portal (Virgin Atlantic Partner Hub). The most recent version of the Agent Code of Conduct will supersede all previous versions and shall apply as of the effective date of the most recent version. The latest version of the Agent Code of Conduct will be available, at all times, on Virgin Atlantic's dedicated Agent portal, currently available at <https://flywith.virginatlantic.com/gb/en/partner-hub/policies.html> (as may be amended from time to time). Virgin Atlantic may ascertain at any moment if the Agent is compliant with the Agent Code of Conduct.

### **Agent's obligations**

Agent must comply with the rules and principles set forth in this document when booking and/or selling Virgin Atlantic's air transportation services to customers.

## **Compliance with applicable laws, rules, and regulations**

- Agent shall comply with all applicable laws, rules, and regulations in connection with the advertising, sale, and/or distribution of air transportation services, and shall not engage in any action deemed to be an unfair or deceptive trade practice or unfair competition. Such laws, rules and regulations may include, without limitation:
  - Compliance with all UK laws, regulations, and guidelines, including applicable UK protection legislation such as the UK Consumer Rights Act 2015, the Consumer Protection from Unfair Trading Regulations 2008, and having regard to guidance issued by the UK Competition & Markets Authority and the UK Civil Aviation Authority.
  - Compliance with all of EU rules, regulations and guidelines.
  - Compliance with all US Department of Transportation rules and guidelines; and
  - Compliance with all Canada Air Passenger Protection Regulations.
- The laws, rules, and regulations cited above in the Agent Code of Conduct are not exhaustive, and it is Agent's responsibility to become familiar with and ensure compliance with the laws, rules and/or regulations which apply to its activities for all and each territory where the Agent is active.
- Virgin Atlantic may publish specific instructions concerning the Agent Code of Code for certain territories in accordance with local rules and regulations. For such territories, the Agent shall also comply with these specific instructions when made available on Virgin Atlantic's websites or dedicated Agent portals. These local rules and regulations supersede this document.
- Agents that have received authorisation from Virgin Atlantic through its IATA and/or ARC accreditation to issue and sell tickets for the benefit of Virgin Atlantic shall strictly comply with all terms and conditions of its appointment and shall exercise its mandate in accordance with Virgin Atlantic's written instructions.

## **Compliance with sales procedures**

- The Agent shall comply with Virgin Atlantic's applicable fare rules, tariffs, ticketing and distribution policies, and all terms and conditions governing the Agent's appointment to sell Virgin Atlantic's air transportation services. This obligation extends to all tickets issued by the Agent, its affiliated entities, and all approved locations under its IATA or ARC accreditation.

- Agent must strictly follow Virgin Atlantic's written instructions regarding the booking, issuance, and sale of air tickets. This includes compliance with Virgin Atlantic's policies on reservations, ticketing, and Agency Debit Memos (ADMs).
- Agent shall inform the customer in a clear and accurate manner of the applicable Virgin Atlantic's tariffs, fare conditions (in particular, modification and cancellation terms), after-sales conditions and the fact that a proof of eligibility may be requested at any time from the customer for typological or tour operating fares. Additionally, Agent shall make available to the customer Virgin Atlantic's General Conditions of Carriage and inform the customer about the rule of complete and sequential use of coupons and the consequences of the customer's non-compliance with these rules. Should Agent fail to comply with these obligations, Virgin Atlantic reserves the right to apply fare readjustments and/or issue an ADM in accordance with its ADM policies (available at <https://flywith.virginatlantic.com/gb/en/partner-hub/policies.html>, as may be amended from time to time). Agents are advised to consult Virgin Atlantic's ADM policies for further details.
- Agent shall inform the customer before the validation of the ticket(s) payment of the key attributes of the ticket(s) and the applicable baggage allowance.
- Agent shall provide the customer with clear and accurate information regarding its airline journey (including operating airline, booking reference, ticket number, origin / destination, flight date(s) / flight number(s), etc.).
- Agent shall systematically notify Virgin Atlantic in the PNR/Order of a passenger's Frequent Flyer Program (FFP) account number (e.g., Virgin Atlantic Flying Club).
- Agent shall actively ask the passenger whether they wish to have their contact details (mobile telephone number and/or email address) provided to Virgin Atlantic in order to be contacted in the event of a flight irregularity/disruption. Agent shall include such contact details by entering in the PNR the passenger's mobile phone (as SSR CTCM) and email address (as SSR CTCE). In the event the passenger exercises its right not to provide contact details it is incumbent on the Agent to inform the passenger that its refusal will prevent Virgin Atlantic from sending information about flight irregularities and Agent shall enter the passenger refusal in the PNR. Agent is prohibited from including false information or from systematically including Agent's email/phone in place of

passenger contact details (unless specifically allowed by Virgin Atlantic on a case-by-case basis).

- Agent shall comply with all applicable data protection laws and regulations concerning the customers' personal data.
- Agent shall use commercially reasonable efforts to reduce Virgin Atlantic's distribution cost (GDS cost, credit card cost) and support fraud prevention methods.
- Agent shall permit its identification to be included in the MIDT, Direct Data Service and PaxIS product (or equivalent service) of the GDS that it uses regarding data generated by all its IATA / ARC locations. Agent shall permit the inclusion of all data relating to all its airline sales, together with its name and identification details, in any data product sold or licensed by any entity and acquired by Virgin Atlantic and/or its partners.
- Agent shall promptly inform Virgin Atlantic of any customer refund request in connection with a cancelled flight or a significantly delayed or changed flight where Virgin Atlantic is merchant of record.

### **Access and use of Carrier Content**

- Virgin Atlantic has invested significantly in creating and developing its Carrier Content based on its expertise. "Carrier Content" refers to the package of information and content prepared by Virgin Atlantic, including but not limited to fares, schedules, seat availability, seat assignments, service enhancements, flight information, frequent flyer program account information, functionality, ancillary products and services, merchandising opportunities, and inventory availability.
- This Carrier Content is made available to Agents (or other third parties) directly or indirectly for the purpose of facilitating the sale and promotion of the Virgin Atlantic's travel services to end customers.
- Agents may access and use a Virgin Atlantic's Carrier Content solely for the purpose of selling and promoting Virgin Atlantic's fares and services. Such access is limited to activities authorized by Virgin Atlantic and for the

Agent's approved locations, subject to the terms outlined in this Agent Code of Conduct.

### Content redistribution

- Agent is not allowed to share, transmit or redistribute any of Virgin Atlantic's Carrier Content, products and/or services with, to or through other distributors, agents, intermediaries, or any other entities except if the Agent has a valid written authorisation from Virgin Atlantic. Each violation of this obligation by Agent may result in the issuance of an ADM in accordance with Virgin Atlantic's ADM policies (<https://flywith.virginatlantic.com/gb/en/partner-hub/policies.html>, as may be amended from time to time), and/or other penalties by Virgin Atlantic for repeated violations, including without limitation the withdrawal of Agent's appointment to sell and ticket Virgin Atlantic's Carrier Content, products, and services.
- If Virgin Atlantic provides written authorisation for Agent to share, transmit, or redistribute its Carrier Content, products and/or services with, to or through other distributors, agents, intermediaries, or other entities, the following terms apply:
  - As an IATA/ARC accredited agent, Agent is fully responsible for all tickets issued under its IATA/ARC number(s). Therefore, if Agent issues tickets on behalf of any person or entity with which it has a partnership, then Agent will take all necessary steps to ensure that its partner complies with the Agent Code of Conduct and notably with the Additional Requirements for Online Sales (as defined below) and accepts full responsibility for any breach by the partner of the Agent Code of Conduct.
  - Agent shall communicate to Virgin Atlantic the identity of each of its partners for which the Agent is issuing tickets in order to allow Virgin Atlantic to assess the compliance of said partners with the Agent Code of Conduct.
  - In case Agent's partner is in breach of the Agent Code of Conduct, Agent shall immediately take all appropriate measures to stop the issuance of tickets on Virgin Atlantic's respective plates for said partner and shall be responsible for recovery of any financial loss suffered by Virgin Atlantic.

- Agent will not issue tickets for an agency (or any of its locations or affiliated agencies) for which Virgin Atlantic has refused or terminated its appointment. Conversely, if Agent's appointment is suspended or terminated, Agent will not seek facilitation from, or otherwise indirectly issue Virgin Atlantic's tickets for the benefit of its customers through any then authorised Carrier's agent.

### **Ticketing and use of the correct fare and related fare conditions**

- Agent shall use the correct fare and ticketing levels for each sold or issued ticket on Virgin Atlantic's plates and shall comply with the fare conditions (including baggage allowance) according to Virgin Atlantic's published instructions and/or ADM policy, including the cases in which GDS auto-quote and auto-issuing options are used.
- Agent shall not engage in fraudulent, fictitious, speculative, abusive or impossible/illogical itineraries, booking and /or ticketing practices. Agent may check each Virgin Atlantic's booking policy and/or ticketing policy for detailed examples of such prohibited practices.

### **After sales servicing**

- In case of flight number/date/class changes made by Agent after ticket issuance, when an additional collection amount is involved, the ticket should be re-issued and/or – if applicable- an EMD issued. Agent shall ensure that any necessary additional payment is immediately collected.
- Agent must ensure that passengers are booked using the names as they appear on passports or other valid travel documents. In situations when a name-change or correction is required, Agent must strictly adhere to Virgin Atlantic's policy for name modification and e-ticket re-issue.
- Agent must handle properly customer support issues prior to day of departure.
- Except if otherwise required by applicable law, Agent must refund tickets, including taxes on unused coupons, on customer's or Virgin Atlantic's express demand only. Agent must promptly inform Virgin Atlantic about any legitimate refund request from a customer and all refunds must always be processed without delay (in case of involuntary refund, within 7 business days of initial receipt of refund request when the original form of payment is credit card, and within 20 days of initial receipt of refund request when the original form of payment is any other accepted form of payment). The refunds must be done in accordance with Virgin Atlantic's tariffs, General Conditions of Carriage, applicable law, and any specific written instructions

communicated by Virgin Atlantic to Agent. Agent must provide a proof of the demand and payment of the refundable amount to the passengers own account each time the request is made by Virgin Atlantic. In case such proof is not provided, Agent will be liable for all extra costs incurred by Virgin Atlantic.

- In the event a complaint, claim or litigation is initiated by a customer against Virgin Atlantic in connection with a refund request, Agent must promptly provide to Virgin Atlantic all the relevant information of the refund request in order to prove, when applicable, that the customer has been effectively reimbursed by Agent in the required time frame.
- Virgin Atlantic may refund the customer directly, in the event (a) Virgin Atlantic has become aware that the Agent did not handle the refund correctly or in a timely manner; or (b) the customer contacts Virgin Atlantic directly to request a refund. In case the status of the ticket is refunded, Agent will receive an ADM from Virgin Atlantic corresponding to the refunded amount paid by Virgin Atlantic. Agent shall promptly provide all necessary information (as requested by Virgin Atlantic) to enable Virgin Atlantic to refund the customer directly, including inter alia information on the customer's original payment method.
- For all refund requests, Agents must provide the correct information allowing Virgin Atlantic to identify the person who paid for the ticket in case such person is not the passenger itself.
- If the ticket for which a refund is requested by the customer is part of a package, Agent will promptly provide this information to Virgin Atlantic by adding an OSI element in the PNR.
- Agent acknowledges that, in all events, Virgin Atlantic is only responsible for the refund of its own tickets and services, for the amounts established by Virgin Atlantic and/or corresponding to Virgin Atlantic's fare tariffs. Agent will be solely responsible for the refund of any other amount Agent invoices the customer.
- Agent shall not refer customers to "claims agencies" in flight irregularity situations (e.g., flight delays and/or cancellations) unless:
  - (1) Agent has first obtained formal consent from the customer, and

- (2) Agent has notified the customer that he/she can apply directly to the operating carrier to obtain, if applicable, full compensation to which the customer may be entitled to under applicable law.

“Claim agencies” means any business offering to claim compensation for a disrupted travel on behalf of the passenger.

### **Currency conversion**

If for any reason Agent needs to convert a fare into a different currency, it shall strictly apply the rate of exchange available in the GDS at the time of the customer’s request.

### **Virgin Atlantic card acceptance rules**

- Use of Agent’s Card or any other credit card that is not a Customer Card is prohibited unless specifically permitted and authorised by Virgin Atlantic on an exceptional basis. As used in the Agent Code of Conduct, "Customer Card" means a physical payment card or a one-time use or fixed account number that is issued in the name of the customer purchasing passenger air transportation or ancillary services and/or who is responsible for settling the transactions with the entity that has issued the card, excluding the Agent, any person acting on behalf of the Agent, or any travel agent for which Agent is issuing tickets, and “Agent’s Card” means a physical payment card or a one-time use or fixed account number that is issued in the name of the Agent, any person acting on behalf of the Agent, or any travel agent for which Agent is issuing tickets.
- Agents are permitted to use Virgin Atlantic’s Merchant of Record (MOR) in connection with sales of the Virgin Atlantic’s tickets, products, and services, subject to Agents’ compliance with the Agents Code of Conduct and any written instructions provided by Virgin Atlantic with respect to the use of their respective MORs. In case of Agent’s unauthorized, improper, or abusive use of a Virgin Atlantic’s Merchant of Record (MOR) or Agent’s use of an Agent’s Card without express authorization from Virgin Atlantic, Virgin Atlantic may require the Agent to cease use of the Virgin Atlantic’s MOR and will be entitled to charge Agent all credit card costs resulting from the non-authorized, improper, or abusive use of the Virgin Atlantic’s MOR by Agent or unauthorized use of an Agent’s Card (as applicable) and obtain an appropriate compensation for such misuse. Additionally, in the event of repeated occurrences, Virgin Atlantic may take any measures to prevent the continued unauthorized use of its MOR or the Agent’s Card by withdrawing from Agent the authority to issue tickets on the Virgin Atlantic’s behalf in accordance with IATA Resolution 824.

- Agent shall not apply credit card surcharges when issuing Virgin Atlantic fares in countries where such surcharges are prohibited. However, in countries where such credit card surcharges are allowable, Agent shall fully comply with the Payment Service Directive 2007/64 and all related applicable national laws.

### **Payment card industry compliance**

- Virgin Atlantic is required to adhere to the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council ("PCI SSC").
- In accordance with the terms and conditions of IATA Resolution 890, Agent may be allowed to use Virgin Atlantic's Merchant of Record for the issuance of tickets. In performing this role, Agent possesses or otherwise stores, controls, processes or transmits cardholder data on behalf of the Virgin Atlantic ("Data") and is therefore subject to the requirements of the PCI DSS. Agent acknowledges and accepts full responsibility for the security of the Data under its control, including but not limited to functions related to storing, processing, and transmitting such Data. The Agent further agrees to comply with all applicable PCI DSS requirements and ensure the implementation of appropriate safeguards to protect the Data, as well as to cooperate with Virgin Atlantic in validating PCI DSS compliance when requested.

### **Additional Requirements for Online Sales**

Agents shall respect and strictly adhere to the following instructions when booking and/or issuing Virgin Atlantic's passenger air transportation services through any online distribution channel, using either its own Internet website or the Internet website of an affiliate or a third-party Internet website or any other online or mobile applications available to the customers (the "Additional Requirements for Online Sales"). The Additional Requirements for Online Sales are an integral part of the Agent Code of Conduct.

#### **Operating carrier**

- Agents shall inform the passenger of the identity of the operating air carrier or carriers in accordance with applicable laws and regulations.

- If the identity of the operating carrier is unknown at the time of reservation, Agent shall inform the passenger of the identity of the operating carrier or carriers likely to operate the flight. This information should be given to the passenger as soon as it is known by the Agent and at the latest at the check-in time.

### **Price transparency**

- Agent must ensure that all Virgin Atlantic fares, products, and services are accurately displayed, including key features and associated benefits. The Agent shall also comply with Virgin Atlantic's Display Guidelines (available at <https://flywith.virginatlantic.com/gb/en/partner-hub/policies.html>, in each case as amended from time to time) and any other requirements or corrective actions issued by Virgin Atlantic to ensure correct display, as a result of audits of the Agent's activities, which Virgin Atlantic may conduct at their sole discretion.
- Fares that are advertised and/or displayed by Agent shall include, at all times, the price of the fare and all taxes, fees and charges that are unavoidable and foreseeable at the time of booking. In addition, Agent must provide a breakdown of all the unavoidable and foreseeable price elements that make up the final price as well as of all the Agent's charges and fees (Carrier and Agent price and fees components must be separately displayed). The same rules apply for all sales of ancillary services and products (baggage, meal, seat selection etc.). Where taxes, airport charges, and other levies, charges and fees are charged as taxes, airport charges and other levies, charges and fees imposed by a Carrier, these are to be applied unchanged.
- If Agent charges service fees, offers discounts or provides customer compensation of any kind: (i) these must be clearly identified and displayed separately from Virgin Atlantic's fare, (ii) such fees or discounts must be disclosed at the beginning of the booking process, and (iii) they must be presented in a clear, unambiguous way, and any optional services must be accepted by the customer on an opt-in basis.
- Hand and checked baggage allowances, fare conditions or any exclusion from the fare product (for example, but not limited to refunds, change conditions and fees, extra baggage fees, seat choice and selection fees, meal, fast track and/or lounge eligibility and any other ancillary fees), must be clearly communicated, and in the case of Agents selling online, clearly displayed to customers before payment is taken.
- The Agent must provide accurate and accessible customer support

information. For online sales, this includes prominently displaying a valid phone number or other contact method for after sales services.

- Agents must not unjustifiably restrict or differentiate access to Carrier Content based on a customer's nationality or place of residence, in a manner that would constitute an unfair or misleading commercial practice under applicable consumer and competition laws.

### **Unfair commercial practices**

- Fares and/or related services must not be marketed as "free" or equivalent if customer must pay for more than the unavoidable cost of responding to the commercial practice (e.g. making a phone call), or collecting or paying for delivery of an item.
- Agent shall not propose to its customer to pay for services such as information regarding flight disruptions and/or cancellation and/or modification of flight without first informing the passenger that the same services may be provided by Virgin Atlantic free of charge.
- The material details of the flight and/or related service (which include flight timings, stops made en-route and full names of airports) shall be clearly displayed in a non-misleading manner, with any limitations and applicable conditions clearly identified.
- Fares and/or related services shall not be biased with respect to display, distribution or access, including added service fees. Agents shall ensure that the display of Virgin Atlantic's schedules, fares, rules, seat availability or other flight information is done correctly and in a complete manner and that the information is presented based on relevant objective criteria (such as total price, transfer times, shortest connection) that are consistently applied to all carriers and in all markets.
- Agent shall use its systems, processes, and sales practices to accurately display and communicate all information about Virgin Atlantic's products and services.
- Agent shall provide the customer with information regarding the main characteristics of the fare and /or related service (i.e. the Agent shall inform the customer whether baggage is included in the fare price or whether it is subject to extra fees, whether fares can be rebooked or refunded free of charge or against payment and indicate to the customers, when applicable, Virgin Atlantic's charges);

- Final prices displayed by Agent should be effectively available to the customer, and it should not include any false and/or misleading discounts linked to availability conditions unattainable to the customer (i.e. discount imposing to the customer the use of no customary and reasonable payment method);
- When comparing Virgin Atlantic's products and services with Virgin Atlantic's competitors' products and services, Agent will ensure that: (i) such comparisons consider all Virgin Atlantic's available products and services and fully display all fare rules and the terms and conditions applicable to the compared products and services as provided by Virgin Atlantic; and (ii) any such comparison analysis is conducted in a comprehensive, transparent, accurate and fair manner.
- Agent shall ensure that the information provided via the Internet, or other electronic or digital means is indicated in a clear language and that all applicable conditions to a transportation product or service shall be available in a form which can be saved by the consumer.
- Agent shall not use any automated algorithm, device, method, system, software such as commonly known in the Internet industry as screen scraping, spiders, web bots, or manual process to access, use, search, copy, monitor, or extract data and/or information from Virgin Atlantic's websites. Agent acknowledges that Virgin Atlantic's websites and mobile and digital applications are for the direct and personal use of passengers not acting through a travel agency.

#### **Loyalty program participation**

- Notwithstanding any other provision in individual Agent agreements, Virgin Atlantic retains the right, in accordance with applicable laws and regulations, to determine at its sole discretion: (i) whether its products and services are eligible for redemption under any third-party or Agent-managed loyalty or incentive program; and (ii) whether any travel, purchase or other customer activity qualifies for the accrual of miles, points, or other benefits under the Virgin Atlantic's own loyalty program.
- Agents shall clearly inform customers, prior to booking and at the time of sale, whether a given fare or service qualifies for accrual or redemption of loyalty benefits. Such information must be communicated in a transparent, accurate, and non-misleading manner, and in compliance with applicable consumer protection and data transparency laws.

### **Metasearch display**

- No Agent shall (a) provide access to, display or otherwise distribute, directly or indirectly, Virgin Atlantic's fares and prices to any other party, including without limitation any Metasearch Operator, (b) receive any referral, web page click-through or link from any webpage of any Metasearch Operator in connection or associated with any search result on such webpage that is attributed to any Virgin Atlantic product or service to any webpage used by Agent, including, without limitation, any advertising link or other hyperlink, or (c) place or otherwise have any advertising link on any Metasearch Operator webpage in connection or associated with any search result on such webpage that is attributed to any Virgin Atlantic product or service in such search result, in each case, without the prior written consent of Virgin Atlantic or pursuant to a definitive written agreement in effect with Virgin Atlantic.
  
- The decision whether to grant consent to Agent to display Virgin Atlantic products and services through a Metasearch Operator shall be in Virgin Atlantic's sole discretion. To obtain Virgin Atlantic's consent, Agent must, at a minimum, strictly comply with the following rules:
  - The fares prices displayed through the Metasearch Operator must not be misleading for the consumer in any manner and such displays must not constitute an unfair commercial practice;
  - The fares prices displayed through the Metasearch Operator must include all unavoidable and foreseeable taxes, fees and charges and the Agent websites must be in compliance with Virgin Atlantic's instructions for online sales as specified in the Agent Code of Conduct ; and
  - Agent is not taking unfair advantage of Virgin Atlantic's trademarks, service marks, trade names, logos or other intellectual property or is affecting in any manner Virgin Atlantic's goodwill and reputation when displaying Virgin Atlantic's products and services through the Metasearch Operator.
  
- For purposes of the Agent Code of Conduct, "Metasearch Operator" means any person or entity that: (i) aggregates Carrier Content related to flights operated by air carriers; (ii) provides access to, displays or otherwise distributes Carrier Content or parts thereof to users of its services; and (iii) refers or otherwise connects users of its services to air carriers, travel agents and/or other parties that book tickets for airline travel.

- In addition, Agent acknowledges and agrees that Virgin Atlantic owns, controls and retains all right, title and interest in and to its products and services and all copyright, database and other intellectual property rights relating thereto.

### **Intellectual property and brand bidding**

Agents shall strictly respect Virgin Atlantic's intellectual property, including without limitation service marks, trademarks, trade names, Flight Data, logos and any other intellectual property, including, but not limited to the following:

- No Agent shall bid on any of Virgin Atlantic's intellectual property, including Flight Data, with any online search engines.
- With respect to any "pay for placement" or other key word purchase program offered by any online search engine such as, without limitation, Google, Bing, and Yahoo, no Agent shall bid, or instruct or direct any third party to bid, on any Virgin Atlantic name, trademark, service mark, trade name, or other intellectual property. "Virgin Atlantic" shall each be included as a broad negative keyword match for all air related queries on any search engine.
- Each Agent shall strictly respect Virgin Atlantic's intellectual property, including without limitation service marks, trademarks, trade names, and logos on any Agent website and any permitted third-party websites.

### **Revenue management circumvention to obtain better availability**

- As instructed by Virgin Atlantic's booking, ticketing, and ADM policies, Agent must book from the availability display, per Origin & Destination (O&D) in the chronological order of each O&D.
- Changing the Point of Origin or Point of Sale for the purpose of circumventing inventory control is not permitted.
- Any booking will only include segments of the journey of the passenger.

### **Booking Policy, Ticketing Policy, and ADM Policy**

- Agent shall strictly comply with all Virgin Atlantic's written instructions with regard to the booking and selling of Virgin Atlantic's tickets as detailed in Virgin Atlantic's booking, ticketing, and ADM policies, as published by Virgin Atlantic in its publicly available online library (<https://flywith.virginatlantic.com/gb/en/partner-hub/policies.html>).

- Virgin Atlantic's booking, ticketing, and ADM policies are an integral part of the Agent Code of Conduct.

### **Consequences of non-compliance with the Agent Code of Conduct**

- Agent shall comply at all times with the rules, principles and instructions set forth in the Agent Code of Conduct and, if necessary, promptly make all the required changes in order to fully comply with each of them.
- In case of Agent's non-compliance with any provision of the Agent Code of Conduct, Virgin Atlantic shall be entitled to take all the necessary measures in order to prevent or restrict Agent's non-compliance including, but not limited to:
  - Closing Agent's access to the Carrier's inventory.
  - Cancelling Agent's Electronic Ticketing Authority and inhibiting Electronic Ticketing issuance in accordance with IATA Resolution 818g – Passenger Sales Agency Rules.
  - Withdrawing from Agent the authority to issue tickets on the Virgin Atlantic's behalf and requiring the Agent to return the Virgin Atlantic's ticket stock and identification plates in accordance with IATA Resolution 824 – Passenger Sales Agency Agreement; and
  - Terminating IATA Resolution 824 – Passenger Sales Agency Agreement by withdrawing Virgin Atlantic's appointment of the Agent.
- The respect of these rules, principles and instructions is a prerequisite to further develop the cooperation between Virgin Atlantic and its Agents in the future.