

BSP Ticketing Authority Application

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Part A – How this Agreement works, and who it applies to

1. Sales. This Agreement governs the way in which you are authorized to sell flights and associated services of the Airlines.

2. Remuneration. This Agreement also governs the way in which remuneration may be paid to you. If Maldivian enters into an Agency Agreement with you, that agreement may contain additional terms that governs how remunerations may be paid to you.

3. Application. This Agreement is entered into by you and Maldivian and applies to flights and associated services of the Airlines unless it is highlighted.

4. BSP Sales. This Agreement sets out standard approaches for BSP Sales (Part D).

5. When it starts. This Agreement supersedes the previous version of the Agreement (if applicable) and binds you immediately if you were a party to the previous version. If you were not a party to the previous version, this Agreement applies to you as soon as you do any one of the following:

- a. Apply for a Maldivian Code or use an existing Code;
- b. Book Maldivian Domestic and International Product or;
- c. Otherwise hold yourself out as being willing or able to sell Maldivian Domestic and International Product.

6a. When it ends – Termination .

We may terminate this Agreement without notice to you where:

- a. you experience or commit a Default Event;

- b. your Account is inactive or not utilized for an extended period of time;
- c. your application contains information which is incorrect or cannot be prudently relied on;
- d. you dispose of all or part of your assets, operations or business, other than in the normal course of business; or
- e. you cease to carry on business.

6b. Removal or suspension of ticketing authority. We may at our absolute discretion remove or suspend the authority granted to you to issue tickets on Maldivian’s ticketing stock using your IATA Number (‘ticketing authority’). For example, we may remove or suspend your ticketing authority where:

- a. you experience or commit a Default Event;
- b. your Account is inactive or not utilized for an extended period of time;
- c. your application contains information which is incorrect or cannot be prudently relied on;
- d. you dispose of all or part of your assets, operations or business, other than in the normal course of business;
- e. you do not comply with our request for a third party credit assessment of you; or
- f. you cease to carry on business.

6c. If applicable, we may take over the facilitation of any changes, cancellations, and refunds to a Customer’s PNR or booking and take over responsibility of a booking if you experience or commit a Default Event. We reserve the right to recover costs incurred by us if this occurs.

7. When it changes.

- a. We may amend this Agreement with immediate effect at any time by sharing an updated version by written communication (Email).

8. We reserve the right to refuse, in our absolute discretion, an application for an account.

9. We reserve the right to conduct a third-party credit assessment of you and you are obligated to comply with this request.

Part B – Defined terms

Agency Agreement	means the document, letter or arrangement we have agreed with you or your head office setting out additional commercial terms, including terms on which we may pay you a Performance Based Incentive.
Agent	means a registered travel agent making bookings for customers with an Airline.
Agreement	means this Travel Agency Main Agreement and any Agency Agreement (including any Schedules).
Airline	means Island Aviation Services Limited business as Maldivian and any other airline notified to you by Maldivian.

Ancillary Services	refers to services offered by the Airlines other than carriage by air which are sold as part of the travel experience.
API	means Application Programming Interface and is an interface to the Airlines' reservation system.
Bank Guarantee	means an irrevocable undertaking in favor of Maldivian issued by a trading bank licensed to carry out business in the Maldives to pay an amount of money to us on demand and in a form and containing provisions acceptable to us in our absolute discretion.
Base Commission	means the commission percentage (if applicable) attributed to an Agent on the Base Fare at time of ticketing. The rates are set by Maldivian at our absolute discretion and notified to you from time to time.
Base Fare	means an Airline's fare exclusive of Ticket Taxes, and GST.
BSP	means the IATA Billing and Settlement Plan.
BSP Sales	means the sale of airfares and ancillary services transacted through BSP.
Business Day	means a day which is not a Friday, Saturday or public holiday in the Maldives; and if anything required to be done pursuant to this Agreement is due on a day which is not a Business Day, then it shall be sufficient if the thing is done on the next Business Day.
Claim PNR	means the transfer of a PNR from our internal reservation system to an IATA agent's GDS.
Conditions of Carriage	means the conditions of carriage of the Airline applicable to a booking you make pursuant to this Agreement. The Conditions of Carriage are located on our website.
Contact Details	means the following customers contact details: <ul style="list-style-type: none"> • Full name. • Phone number; and • Fax or email address, if applicable.
Conversion Rate	means the exchange rates issued by IATA, or in-house exchange rates as we elect.
Data Breach	means any actual, apparent, anticipated or attempted unauthorized or unlawful access to or disclosure of, or destruction, modification or loss of, any Personal Information collected or held by you or on your behalf in connection with this Agreement.
Default Event	means you: <ul style="list-style-type: none"> (a) experience an event of bankruptcy or insolvency or an assignment for the benefit of creditors or the appointment of a receiver, receiver and manager, provisional liquidator, liquidator or official manager; (b) fail to pay any amount due to us including any Payment Default; (c) fail to hold any travel agency license or membership required by law, any regulatory authority or an industry body, of the country where you are trading in, or such license or membership is revoked, cancelled or not renewed; (d) engage in Dry Selling; or (e) breach this Agreement and the breach is not capable of remedy or the

	breach is capable of remedy and you fail to remedy the breach within 14 days of receipt of notice from us requesting you to remedy the breach.
Dry Selling	refers to selling Wholesale Fares without packaging them with land arrangements.
Eligible Data Breach	means a Data Breach which is notifiable to a regulator or government authority or affected individual in accordance with applicable laws.
Eligible Fares	means the airfares designated by us as being eligible for the calculation and/or payment of any remuneration.
EMD	means an electronic miscellaneous document.
Face-to-Face Transaction	means an Agent making a sale by a card against a member's or Airline's merchant agreement when the card and the cardholder are simultaneously present at the time of the transaction.
Fare Rules	means the conditions surrounding particular fare types, including details of the relevant cancellation policy or the minimum amount of time before departure in which changes can be made of which you are notified at the time of booking or in a fare sheet.
GDS	means a form of booking engine known as Global Distribution System.
Government Agency	means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.
Group	is defined as ten or more customers who are travelling together on the same flight with the same itinerary.
GST	means 'goods and services tax' and refers to any form of goods and services, consumption or value added tax.
GST Regulation	means the GST legislation (including subordinate legislation) and rulings in force in the jurisdiction in which GST is payable in relation to supplies connected with this Agreement.
Guarantee	means an irrevocable undertaking in favor of us to pay an amount of money to us on demand and in a form and containing provisions acceptable to us in our absolute discretion.
Customer	means a person for whom you the Agent makes a booking with an Airline.
Customer Contact Centre	means our call center. Contact details for the Customer Contact Center are published on our website.
IATA	means the International Air Transport Association.
IATA Number	means the unique reference provided by IATA to the Agent to represent their IATA accreditation.
IATA Rules	means the Customers Agency Conference Resolutions Manual and all associated resolutions, rules and practice directions made by IATA in relation to the sale of airline fares by Agents.
Income Tax	means any Tax of general application imposed on net income or taxable income.
International Agent	means an Agent that carries out its business in a country other than the Maldives.

Look-to-Book Ratio	means the ratio comparing the number of actual bookings made by the Agent with the number of inquiries made by the Agent.
Month	means calendar month.
Non-BSP Sales	means the sale of airfares and ancillary services not transacted through BSP.
Non-Face-to-Face Transaction	means a signature-on-file transaction, and/or any other form of card sale in which a card and cardholder are not simultaneously present at the time of the transaction.
Payment Default	means failure to make payment of a debt by the specified due date.
Performance Based Incentive	means any additional remuneration we may pay you if you have entered into an Commission Based Agreement with us. Payment of Performance Based Incentives will be in accordance with the provisions of your Agency under Commission Based Agreement.
PNR	means a Passenger Name Record generated by our reservation system.
Privacy Policy	means the privacy policy of Maldivian as found on our website.
Provider	means the technology provider who provides you with access to the API booking channel (if applicable).
PCC or Pseudo City Code	means the unique identifier allocated to an Agent by a GDS to enable bookings to be made.
Point of Sale ID	means the country in which the PCC of the Agent is provisioned by a Technology Partner and where the Agent is authorized to operate.
Revenue	means the dollar value attributable to the Base Fare component of Eligible Fares sold by an Agent for travel on an Airline.
Sales Rules	means the policies and rules published by Maldivian from time to time, through general trade releases or as communicated to you by the Maldivian, which relate to your sale of Maldivian Domestic and International Product.
Sponsored Link	means a link offered, created, or displayed for a fee (whether on a “cost-per-click” basis, commission, or any other commercial arrangement) using search terms or keywords to identify, draw attention to, or direct Internet traffic to an Internet site if applicable.
SSR	means the code used to indicate customers with Special Service Requests.
Tax	means any tax, withholding, levy, royalty, rate, duty, fee, impost or other charge however described imposed, levied or charged by any Government Agency or other body authorized by law whether in the Maldives or elsewhere, including any fee and any penalty or interest however described.
Tax Invoice	A document that is issued to record a transaction between buyer and seller. It has the same meaning as given to the term “Tax Invoice” of the GST Act of the Maldives.
Technology Partner	means the reservations systems provider or interface from which the Agent accesses its fares and books, tickets or services such as a GDS.
Ticket Taxes	means any Government and airport related taxes, fees, levies, service fees, charges and surcharges (including without limitation insurance surcharges, fuel surcharges, fare surcharges, YQ/YR charges) and any other taxes, fees, levies, charges and surcharges imposed on air travel or the method of payment.

TIDS	means the Travel Industry Designator Service programme offered by IATA for non-IATA accredited travel agents not domiciled in the USA.
Maldivian Data	means: (a) details of any booking made with an Airline; (b) personal details of any customers; (c) details of your Agency Agreement (if applicable) and any related discussions or information provided to you by us; or (d) any other information of a confidential nature or designated as confidential by us to any person,
Maldivian Information	means any information or data which: (a) includes Maldivian pricing, fares (including those not generally available for purchase by the general public), inventory, schedule and seat (including availability) information; (b) contains information about the relationship between Maldivian and its customers (for example, lounge membership); (d) is information relating to Ancillary Services including pricing and availability; (e) is any rich content (such as photos, videos and associated descriptions) describing or showcasing Maldivian’s products; (f) sets out or is contained in policies, promotions, procedures or any written directions of Maldivian with respect to the marketing, sale, booking, ticketing and facilitating of Maldivian’s products; or (g) is any other data identified by Maldivian in writing as being Maldivian owned data.
Maldivian Code	means the unique code which we give you to identify your Non-BSP Sales of Maldivian.
Maldivian Domestic and International Product	means the airfares offered by Island Aviation Services Limited (Maldivian).
we, us, Maldivian	means Island Aviation Services Limited (Maldivian).
Website	means www.maldivian.aero
Wholesale Fares	refers to fares that must be sold as part of a package including land arrangements.
You	means the company or person entering into this Agreement with us.

Part C – General provisions, financial arrangements and payment terms

1. During the term of this Agreement, we authorize you to sell Maldivian Domestic and International Product, and provided you comply with this Agreement, we agree to accept bookings made by you.
2. We will specify on your Agency Agreement or other commission agreement (if you have one), which flights are commissionable, which fares are eligible to sell, the levels of Base Commission and the currency for payment.
3. Base Commission is only payable on the Base Fare of Maldivian marketed and operated flights which have been ticketed.

4. You will not earn Base Commission on your sale of:
 - a. flights which are not marketed by Maldivian;
 - b. flights which are ticketed to another carrier (for example, as part of an interline journey); or
 - c. items we have identified as “non-commissionable” in your Agency Agreement or otherwise in writing to you; or
 - d. flights booked online through a website owned, branded and under direct control of you or any brand of your organization and available to consumers for the purchase of flights.
5. We reserve the right to pay different levels of Base Commission (if applicable) on different market segments, routes, fare types or agent market segments.
6. We may vary the Base Commission level by updating the commission table in writing in accordance with your Agency Agreement or other commission agreement, if you have one.
7. We may at our absolute discretion vary the method of accepting bookings and the terms of any credit facility offered to you. Despite any IATA resolution, no credit cards issued in the name of the Agent, or the name of your personnel (Agent or Agency Card) may be used to pay for Maldivian Domestic and International Product. Maldivian accepts the following payment methods only:
 - a. IATA Billing and Settlement Plan (BSP) Cash
 - b. Bank transfers
8. If you are required by law, any regulatory authority or an industry body, of the country where you are trading in to hold a travel agency license or membership, then you must maintain a current license or membership for the term of this Agreement. You agree to notify us immediately if such license or membership is revoked, cancelled or not renewed.
9. For all new Maldivian travel agency account applications, you must maintain a current IATA accreditation.
10. You:
 - a. indemnify us from all obligations, liability, loss, claims, demands, and proceedings and all damage, costs, expenses of any kind (“Claims”) arising from or in connection with any negligence, act or omission or breach of this Agreement, on your part or any of your customers relating to:
 - i. this Agreement; or
 - ii. any booking made by you;
 - b. agrees that, where any customer or other person:
 - i. makes a Claim on an Airline; or
 - ii. notifies an Airline of a Claim or potential Claim, arising from or in connection with any negligence, act or omission or breach of this Agreement, on your part or any of your customers, unless notified by the Airline that it will manage the Claim or potential Claim, you shall be responsible for:
 - iii. managing the Claim or potential Claim; and
 - iv. as appropriate or as directed by the Airline, settling the Claim at your cost without recourse to compensation or reimbursement from the Airline.
 - c. effect and maintain, at your own cost and at least for the life of this Agreement, insurance sufficient to meet requirements set out in this clause. This cover shall, at minimum, include

Public and Products Liability Insurance and Professional Indemnity Insurance (also known as “Errors and Omissions” insurance). You shall provide, upon request copies of certificates of currency evidencing same;

d. are solely responsible for any publicity or promotional costs related to this Agreement unless otherwise agreed in writing by us;

e. must:

i. obtain our prior written consent to the use of any of the Airlines’ name, logo, trademarks (registered or unregistered or any other Airline intellectual property (“Airline Marks”) in any promotional or advertising material whatsoever, including any promotions, links or information which may appear or be displayed on your website);

ii. not use or include any Airline Marks in a Sponsored Link (whether arranged for or procured by you or through a third party) on any internet search engine, website or mobile application, or procure or otherwise arrange for a Sponsored Link on any Internet search engine, website or mobile application; and

iii. include the terms ‘Maldivian’ as negative terms within any search engine or search engine services used by you to procure or arrange for Sponsored Links and ensure that negative terms are set to broad-match in those search engines that have match-type functionality.

f. must provide each customers booking flights with the relevant terms and conditions (“Booking Terms”), including:

i. the Airline’s current Conditions of Carriage;

ii. any particular conditions relating to the class of fare (including details of SSR fees);

iii. any restrictions, penalties or cancellation provisions; and

iv. any policies related to the Booking (including our medical clearance form, baggage policy or check in policy), before making any booking or as soon as practicable after making the booking, and at any time a customer changes or cancels their flight. We reserve the right to amend the Booking Terms at any time without notice. You acknowledge and agree that it is your responsibility to ensure that the latest version of these terms and conditions is presented to customers during the booking process.

ff. must ensure that any unavoidable fees (including any fees that you impose) are included in the headline price of the airfare marketed to customers and you must ensure that any such fees charged to customers are accurately identified and distinguished (particularly any fees that you impose).

g. must provide to Maldivian all Contact Details obtained from customers booking flights in the format prescribed by Maldivian from time to time and must ensure that the Contact Details obtained are accurate. In the event that the Customers Contact Details have not been passed to us in the prescribed format:

i. the Airline will notify you of any changes or cancellations to the customer’s scheduled flights, and you must pass details of those changes or cancellations on to the customers; and

ii. if the booking is cancelled and a credit is issued, you must pass on the benefit of the credit to the customers when the customer’s form of payment has been directly passed to the Airline;

h. must ensure that your PCC and IATA Number or TIDS Code is recorded in the PNR, and must only access, market, sell, ticket or distribute Maldivian Domestic and International Product within your PCC’s country of domicile unless authorized by Maldivian. No changes are to be made via the Technology Partner to the Point of Sale ID of a PNR. In addition to any other rights

that Maldivian may have under this Agreement or at law, if you make a booking which contravenes this clause then Maldivian will be entitled to recover from you an amount equivalent to the fare difference between the ticketed airfare and the fare applicable to the class into which the customer was booked in your PCC country of domicile as at the time the booking was made as a debt immediately payable to us and we may deduct this amount from any payments due to you;

hh. must ensure that any fares made available to you (that are not commercially available to agents with no restrictions) are ticketed by the PCC owner to which the fare was loaded unless otherwise approved by us.

i. must, if requested to do so by us, accurately collect any additional information for Maldivian bookings as the Airline may reasonably require (for example, Advanced Customers Information for Customers travelling to India);

j. must, for any booking made by you as an Agent and paid for by use of the customer's credit card through our merchant facility, comply with the Payment Card Industry Data Security Standards (as amended, updated or replaced) and adhere to Part D. If the Airline is required to refund any amount, or is charged any fees, as a result of you not adhering to Part D, or incorrect entry of credit card details, the amount becomes a debt immediately payable to us and we may (without limiting any other remedies available to us) deduct this amount from any payments due to you. This clause will be complied subject to card payment option provided by the airline.

k. must comply with all laws and regulations relating to or connected in any way to the provision of travel services including discrimination and workplace health & safety legislation;

l. must not disclose Maldivian Data unless:

v. required by law to do so;

vi. with our prior written consent, or

vii. the information is already in the public domain other than as a result of a breach of this Agreement by you. Details of a specific booking may only be disclosed to persons in possession of the Passenger Name Record (PNR) and password (if applicable) for that booking. Disclosure of Maldivian Data via 'PCC sharing' or bridging is prohibited;

m. must not assign, novate, or otherwise dispose of your rights, interests or obligations under this Agreement without our prior written consent;

n. warrant that all corporate information, including account details, given to us is correct, and undertake to notify us in writing within 2 Business Days of any changes to the information;

o. agrees that any:

i. amounts payable by you to us and by us to you will be in American Dollars unless we specify otherwise (for example, by notifying you in writing or by setting the relevant currency on our website; and

ii. foreign exchange conversions for amounts paid or payable will be determined using the Conversion Rate or any other methodology or tool of which we notify you in writing;

p. must ensure that you provide full and accurate results of all Airline inventory including Ancillary Services disclosed by us in response to a search or request made by a customer, and must not bias your display or recommendation away from our products and services (by, for example, putting our inventory at the bottom of a display list, omitting it altogether, or failing to recommend it to a customer) for any reason other than customers request or price; and

q. authorizes us to provide your agency contact details to our duly appointed third parties in order to establish payment gateways and system linkages for the sale and ticketing of the Airlines.

r. must ensure that usage of our site and all relevant documentation including logins and passwords are kept secure and accessed only by authorized employees.

s. must ensure that you only reissue or refund a ticket back to the original ticketing IATA Number or an IATA Number that belongs to you.

11. In recognition of the services provided by you to us, we may, at our discretion, pay you Base Commission in the manner set out in Parts C of this Agreement.

12. In addition to any other rights available under this Agreement, BSP or otherwise, we reserve the right to recover Base Commission paid on:

i. cancelled bookings or bookings where Maldivian has not received payment;

ii. duplicate bookings or passive segments; or

iii. bookings which we, acting reasonably, determine are an abuse of the booking or remuneration process by way of the applicable settlement process.

13. Unless a Commission Based Agreement has been agreed with you or your head office, we will not be required to pay any Performance Based Incentive to you.

14. It is agreed that any Base Commission, Performance Based Incentive and any other consideration provided for supplies under this Agreement (including any Agency Agreement we have agreed with you) ("Consideration") excludes GST. If GST is imposed on a supply made pursuant to this Agreement, the recipient of that supply must, in addition to the Consideration and at the same time, pay to the supplier an amount equal to the GST in respect of that Consideration.

15. You shall indemnify and reimburse us for the amount of the liability for any Tax (excluding Income Tax) in respect of us entering into and undertaking transactions contemplated or attributable to this Agreement.

16. We will be entitled to deduct any amount that is required to be withheld under any law from any Consideration payable to you by us. We may deduct or withhold from payments to your withholdings of Tax that are required by law without increasing or grossing up payments.

17. We may withhold an amount of tax (at the date of from any payment we make to you for a supply, unless you provide us with an invoice or other document relating to the supply that quotes your Maldivian Taxpayer Identification Number (TIN) or you provide us with a written statement in a form approved by the Maldivian Inland Revenue Authority (MIRA) as to the reason for not quoting a GST.

18. The parties hereby agree that, in accordance with and where permitted under the provisions of the GST Regulation, in relation to all supplies made by you pursuant to this Agreement in relation to which Base Commission or Performance Based Incentives are payable by us, we shall issue Tax Invoices and (where relevant) adjustment notes. Accordingly, where the Tax Invoices is to be issued:

a. you:

i. warrant to us that you are registered for GST under the GST Act and will notify us if you cease to be registered or if you fail to meet any of any applicable requirements of the GST Act in relation to Tax Invoice; and

ii. will not issue a tax invoice in relation to that supply;

b. we:

- i. confirm that we are registered for GST under the GST Act at the time of entering into this Agreement and undertake to notify you if we cease to be registered or if we fail to meet any of the applicable requirements of the GST Act in relation to Tax Invoice; and
- ii. will not issue a document that would otherwise be a Tax Invoice, on or after the date when we first become aware that (A) we do not comply with the requirements of the GST Act in relation to Tax Invoices; or (B) you do not comply with the requirement of the GST Act in relation to Tax Invoices; or (C) either party is not registered for GST; and
- iii. must issue the original or a copy of the Tax Invoice to you within 28 days of the making, or determining the value, of the taxable supply and must retain the original or a copy; and
- iv. must issue the original or a copy of the adjustment note to you within 28 days of the adjustment and must retain the original or a copy; and
- v. must ensure that the Tax Invoice shows your Taxpayer Identification Number (TIN) as provided by you to us.

19. Subject to clause 16 above, in respect of any other supply made pursuant to this Agreement upon which GST is imposed, you must do all things necessary (including, without limitation, issuing a valid tax invoice) to enable us to obtain any input tax credit (or similar credit) allowed for under the GST Act.

20. You must comply with our reasonable directions in relation to issuing tax invoices to customers and/or your clients in your capacity as our agent for GST purposes. In respect of any and all airfares booked, you will be responsible for issuing tax invoices and adjustment notes to the customer and/or client. For the avoidance of doubt this includes Wholesale Fares. You indemnify us against any costs (including fines or penalties), loss or expenses incurred by us as a result of your failure, whether unintentional or not, to issue tax invoices and adjustment notes as required by this clause.

21. To address the payment of GST and Ticket Taxes on sale of airfares, then: a. if you are a BSP user, we will debit the BSP system for the gross ticket price (inclusive of GST and inclusive of Ticket Taxes), less any Base Commission owing to you that can be deducted at source; and b. if you are not a BSP user, we will directly debit your Maldivian bank account, or you will remit that amount to us if a non-Maldivian account is held, less any Base Commission owing to you that can be deducted at source. You indemnify us against any costs (including fines and penalties), loss and expenses incurred by us as a result of your failure, whether unintentional or not, to calculate and to remit to us the correct amount of GST and Ticket Taxes pursuant to this clause.

22. For the purpose of calculating Base Commission and Performance Based Incentives, the relevant sales Revenue and any other specified targets are the amounts exclusive of any applicable GST and Ticket Taxes. For the avoidance of doubt, Base Commission and Performance Based Incentives are not payable on any GST or Ticket Taxes referable to the relevant sales.

23. You acknowledge and agree that the party contracting with you under this Agreement is Maldivian but the party to each individual contract of carriage will be determined each time a booking is made and will be the Airline identified on the invoice and itinerary issued after a booking is made. The liability of each Airline is several and limited to the relevant booking.

24. In addition to clause 10.g., you must provide to us or our nominees, any other data you hold about customers you book on the Airlines if we ask you to do so. You must ensure that you

obtain the necessary consent and approval from customers to enable you to provide such data to us and to our nominees.

25. You confirm you are aware of and have read the Privacy Policy on our Website.

26. You must, within one month of receiving written notification from us, implement any required changes to your sales channels (including requiring any third parties who provide services to you in relation to those sales channels – like online booking tools – to make equivalent amendments) to: a. ensure that each of those sales channels is able to charge customers SSR fees (including fees in relation to checked baggage); and b. allow those customers to elect whether or not to pay SSR fees as an integral part of the usual booking process for those sales channels.

27. You must ensure that you amend all associated business processes (such as the itineraries you provide to customers) to disclose this new functionality, and you must ensure that you pass through to customers any new disclosure material provided by Maldivian (such as new Booking Terms).

28. If you sell airfares through your website, you agree to add new Maldivian Domestic and International Product and related Ancillary Services to your website in accordance with the following timeframes.

a. new / sale fare – within two hours from when it is communicated by writing;

b. new fare type – within two days from when it is communicated by writing;

c. new airports (within existing region) – within two weeks from when it is communicated by writing; and

d. all other changes – within thirty (30) days from when it is available on our Website. If we provide you access to Wholesale Fares, you must

a. ensure all Wholesale Fares that we offer are packaged with land arrangements booked through you for a minimum of two nights or for the entire duration of the trip if travel is shorter than two nights;

b. not use Wholesale Fares for Group and/or Conference bookings;

c. not engage in Dry Selling.

d. acknowledges and agree that Wholesale Fares are subject to terms and conditions and are confidential.

29. You may re-market or display Maldivian Information to or via metasearch providers however if you are in breach of this Agreement, including any failure to comply with the Fare Rules, we may, by giving written notice to you, remove your right to re-market or display Maldivian Information to or via metasearch providers and you must immediately cease re-marketing or displaying Maldivian Information to or via metasearch providers.

30. Unless you have told us that you do not want to receive marketing and promotional material from us, you consent to receiving emails from the Airlines containing marketing and promotional material and, subject to applicable laws, you agree the Airlines do not need to include an unsubscribe facility in any message sent to you.

31. If we make a benefit or reward available to a customer, then you must not retain, access or otherwise use that benefit or reward, or take any steps to prevent the customer from obtaining that reward or benefit.

32. This Agreement is governed by the laws in force in the Maldives, and the parties submit to the non-exclusive jurisdiction of the courts of the Maldives.

33. A party notifying or giving notice under this Agreement must give notice in writing by leaving at or sending by prepaid post to the following address: b. in the case of Maldivian: Island Aviation Services Limited: 2nd floor, Dar Al-Eiman Building, Majeedhee Magu, Male', 20345, Maldives c. in the case of the Agent, addressed to such address as notified in writing by the Agent to Maldivian from time to time.

Part D – Specific provisions for BSP Sales

1. Where this Part E applies

a. This Part E applies to BSP Sales using the “Q2” airline designator.

2. Booking rules

a. You must have GDS access for BSP Sales.

b. We reserve the right to amend the BSP Settlement System and substitute or add settlement systems from time to time.

c. Our rights under this Agreement are in addition to any rights we or the Airlines may have under IATA rules or BSP rules.

3. Group bookings – Guarantee

a. We require all Group bookings to be secured by a Guarantee to the value of the Group booking.

b. Terms and conditions governing a Group booking (“Group Booking Terms and Conditions”) will be provided to you at the time we provide you with an initial quote for a Group booking.

c. By confirming a Group booking you are deemed to have accepted the Group Booking Terms and Conditions and agree to meet the obligations for payment, as set out in the Group Booking Terms and Conditions.

d. If you do not comply with the Group Booking Terms and Conditions, we may recover from you (including through any Guarantee):

i. any Group booking deposit amount; and

ii. any balance amount of the Group booking that is due to cancellations of any Group booking.

e. Claim PNR, if available, is for agents who use BSP subject to our approval. The terms and conditions governing use of Claim PNR are set out in the Group Booking Terms and Conditions and any applicable IATA Rules.

4. Sales Rules

a. You must at all times comply with the Sales Rules in relation to your sale of airfares under the “Q2” airline designator.

b. If you do not comply with the Sales Rules, we reserve the right to do any one or more of the following:

i. recover from you, as an amount automatically payable through the BSP Settlement System, our loss arising from your failure to comply with the Sales Rules (for example, the difference between the face value of a ticket you sold, and the actual sale price in the correct booking class);

ii. suspend your ability to sell airfares under the “Q2” airline designator for such time as we deem appropriate; or iii. if you repeatedly fail to comply with the Sales Rules, terminate this Agreement with immediate effect.

Part E - Specific provisions for GDS

1. Look-to-Book Ratios.

We reserve the right to monitor your Look-to-Book Ratios. In the event we consider your Look-to-Book Ratio excessive then:

- a. We will give a written notice advising you that we consider your Look-to-Book Ratio excessive;
- b. Within 5 Business Days of receiving written notification, you must provide us with detailed reasons for your excessive Look-to-Book Ratio;
- c. If in our reasonable opinion you have a genuine commercial reason for having a high Look-to-Book ratio then both parties will, within 5 Business Days of us receiving your reasons pursuant to clause 1.

meet to discuss in good faith a revised Look-to-Book Ratio or the steps that you can take to reduce your Look-to Book-Ratio; and

- d. If your explanation for having a high Look-to-Book Ratio is, in our opinion, unsatisfactory or the parties cannot agree on a revised Look-to-Book Ratio pursuant to clause 1.

or you are unable to remedy excessive Look-to-Book Ratios within a time frame determined by Maldivian in its absolute discretion, then we may advise you that we consider you to be in breach of this Agreement and may terminate this Agreement by providing you with thirty (30) days' written notice.

Part F - Privacy

1. You must comply with, and not cause the Airlines to be in breach of, applicable privacy and data protection laws, including (without limitation) the General Data Protection Regulation (Regulation (EU) 2016/679) (Applicable Privacy Laws).

2. If you collect or hold Personal Information in connection with this Agreement, you must:

- a. take all reasonable steps to ensure that Personal Information held in connection with this Agreement is protected against misuse and loss or from unauthorized or unlawful access, modification, disclosure, destruction or damage at least to the level required by Applicable Privacy Laws;
- b. ensure that only authorized personnel will have access to that Personal Information and that personnel will only be authorized for such access on a "need to know basis", that is, where access to such Personal Information is essential in order for personnel to carry out their respective duties;
- c. only use that Personal Information for the purposes of fulfilling your obligations under this Agreement or for purposes authorized by Maldivian or the individual about whom the Personal Information relates;
- d. not disclose that Personal Information for sale or profit or any other benefit;
- e. ensure that your personnel (inclusive of staff and contractors) are aware of your obligations under this Agreement (and in particular this clause) and where necessary you will provide personnel with adequate training in respect of same;
- f. provide all reasonable assistance to us in connection with our obligations under Applicable Privacy Laws or any privacy request or complaint in respect of that Personal Information.

3. You must ensure that the following text appears on each e-ticket and itinerary receipt issued with respect to a product or service supplied by the Airlines: "Data Protection Notice: Your personal data will be processed in accordance with the applicable carrier's privacy policy and, if your booking is made via a reservation system provider ("GDS"), with its privacy policy. These are available at <http://www.iatatravelcenter.com/privacy> or from the carrier or GDS directly. You should read this documentation, which applies to your booking and specifies, for example, how your personal data is collected, stored, used, disclosed and transferred. (applicable for interline carriage)".

5. You must immediately notify us, providing full details, if you:

- a. become aware of a breach, or possible breach, of your obligations in this Part F;
- b. are required by law to disclose any Personal Information collected or held by you in connection with this Agreement;
- c. become aware of any complaint relating to the collection, use, disclosure, transfer or other handling of, or any request for access or other privacy request in relation to, Personal Information collected or held by you in connection with this Agreement;
- d. become aware of any Data Breach, or of any updates to the status of a Data Breach, and to your response and planned response to the Data Breach.

6. Except where required by law, you must not notify any third party of any of the matters referred to in clause 5 above without the written approval of Maldivian (which will not be unreasonably withheld).

7. If a Data Breach occurs, you agree to provide all reasonable assistance to us as may be required by us to implement any action to deal with the Data Breach, including without limitation in respect of determining whether a Data Breach is an Eligible Data Breach.

8. You indemnify and keep indemnified the Airlines from and against any claim, damages, expenses, losses or liabilities suffered or incurred by the Airlines in connection with:

- a. your failure to comply with Applicable Privacy Laws; or
- b. any action taken by, or penalty imposed by, a regulator or government authority under Applicable Privacy Laws arising out of your act or omission.

9. You are liable for any breach of this Part F by your personnel or agents.

10. Confidentiality a- except as required by law or for the proper and lawful conduct of the business, the agent hereby warrants and represents to the Maldivian and undertakes that it shall not divulge or communicate to any person or entity (other than those whose province it is to know the same) or exploit for any purpose whatsoever (other than that contemplated in this Agreement) any confidential knowledge or information or any technical, business, financial or trading information or any information concerning transaction or affairs relating to the Maldivian and/or the business and/or the Maldivian and/or the clients or customers of the Maldivian, which may or may have come to its knowledge as a result of entering into this Agreement and shall procure that its employees, agents and consultants' shall also comply with such confidentiality obligation.

b. Save as otherwise required by law or by any applicable rules or other regulatory provisions, no press or other announcement shall be made in connection with the subject matter of this Agreement by the Agent without the prior written approval of Maldivian and the GSA shall keep confidential the terms of this Agreement.

c. The restrictions in this Clause shall continue to apply after the termination of this Agreement without limit in point of time.

Part G – Specific provisions for multiple Customers bookings (Group)

1. You must make bookings for a Group through the Maldivian Revenue Management Department. For the avoidance of doubt, you must not book a Group on a multi-Customers PNR.
2. You acknowledge and agree that we have the right to cancel a booking for a Group that has not been made through the Maldivian Revenue Management Department. The fare rules applicable to your booking will apply in respect of the cancellation. Subject to the applicable fare rules, you may rebook the Group through the Maldivian Revenue Management Department at the best group fare available at the time of rebooking. For the avoidance of doubt, you acknowledge and agree that we have the right to cancel a booking for a Group that has not been made through the Maldivian Revenue Management Department.

Part H– Minimum servicing and brand requirements

1. You must represent Maldivian’s brand and products appropriately, which includes:
 - a. Ensuring any Maldivian branding used on your website or marketing collateral is current and correct;
 - b. Updating Maldivian tickets to reflect correct flight number/s and time/s after voluntary and involuntary changes have been made to a booking;
 - c. Displaying the Fare Rules in such a way that they are:
 - i. compliant with any local laws
 - ii. accurate and up to date;
 - iii. used for their intended purpose; and
 - iv. only redistributed as approved by Maldivian.
 - d. Ensuring any deviations from standard fare terms and conditions are authorized by Maldivian; and
 - e. Clearly articulating to the customer all complimentary products offered by Maldivian a through the planning, booking and ticketing of Maldivian flights.

Before proceeding any further please ensure you have read and understood our Terms and Conditions.